



January 25, 2010

Dear Ladies and Gentlemen:

You are invited to submit a quote in accordance with the requirements of Solicitation **OS27183**. This requirement is for The Department of Health and Human Services/ Program Support Center; for the Office of the National Coordinator (ONC).

The Government is limiting consideration to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITACC) CIO-SP2i Task Order holders only.

Please read the attached Solicitation carefully and prepare your quote in accordance with the solicitation requirements. The solicitation contains the following:

SF 1449

Attachment A: Description and Specifications

Attachment B: Statement of Work/ Task Order Deliverables/ Performance Standards and Measures

Attachment B-1: Instructions to Offerors & Evaluation Criteria

Attachment C: Non-Disclosure Agreement & Contract Administration

Prospective offerors are requested to submit all questions and quotes through the NITACC website. You must reference the Solicitation **OS27183** Number on all correspondences.

All questions must be submitted by **3 PM ET, February 1, 2010**. The questions will be responded to in an email response to all offerors contacted in the RFQ notice. An amendment will be issued to the solicitation only if necessary.

An electronic copy of your complete quote must be received through the NITACC website no later than **3PM ET on February 17, 2010**. All quotes shall be marked with the Solicitation No. **OS27183**.

It is the Offeror's responsibility to submit all quotes by the scheduled closing date and time and in accordance with the attached "Instructions to Offerors".

This RFQ does not commit the Government to pay any costs for the preparation and submission of your proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed requirement.

If any additional information is required, please contact

Point of contact from 25 January-12 February 2010: Clint Druk, (301)-443-0403,
Clint.Druk@psc.hhs.gov

Point of contact from 13 February through contract award: Nikisha Goins at (301) 443-3589, Nikisha.goins@psc.hhs.gov.

Sincerely yours,

Nikisha L. Goins

Nikisha L. Goins
Contracting Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OS27183		PAGE OF 1 46	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 10-233-SOL-00055	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NIKISHA GOINS			b. TELEPHONE NUMBER (No collect calls) 301-443-3589		8. OFFER DUE DATE/LOCAL TIME 02/17/2010 1500 ET
9. ISSUED BY AHRQ-DCM 540 Gaither Road Rockville MD 20850				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Office of the Secretary Office of the Secretary 200 Independence Ave. S.W. Washington DC 20201		16. ADMINISTERED BY AHRQ - DCM 540 Gaither Road Rockville MD 20850		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> IRFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		TELEPHONE NO.			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Delivery: 03/20/2010 Title: Standards Interoperability Nationwide Health Information Network (NHIN) Operational and Infrastructure Support <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			1	EA		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) CLINT DRUK		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (*Print*) _____

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (*Location*) _____

42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

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Attachment A

DESCRIPTION AND SPECIFICATIONS

1. Project Title: Standards and Interoperability Nationwide Health Information Network (NHIN) Operational and Infrastructure Support
2. Period of Performance: 24 Months after date of award
3. Contract Type: Time & Material
4. Place of Performance: At the contractor's site

The contractor will be issued smart cards in accordance with HSPD-12 directive and must comply with all provisions necessary to issue these cards. At the discretion of the COTR, the contractor will be given access to parts of the UFMS or not until the background investigation results are available.

5. Purpose of Contract: The purpose of the contract is to obtain contractor services for operational support for the Nationwide Health Information Network (NHIN), administering and operating the NHIN infrastructure, assisting organizations to complete the on boarding process to become members of NHIN and establish a support center and infrastructure support for the NHIN.

6. Background: On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009 (ARRA). This statute includes The Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) that sets forth a plan for advancing the appropriate use of health information technology to improve quality of care and establish a foundation for health care reform.

The HITECH Act authorizes the Centers for Medicare & Medicaid Services (CMS) to administer incentives to eligible professionals (EPs) and hospitals for meaningful use of certified electronic health records (EHRs). These incentives are anticipated to drive adoption of EHRs needed to reach the goal of all Americans having secure EHRs by 2014. To achieve the vision of a transformed health system that health information technology (health IT) can facilitate, there are four critical prerequisites:

- Clinicians and hospitals must acquire and implement certified EHRs in a way that fully integrates these tools into the care delivery process;
- Appropriate technical, legal, and financial supports are needed to enable information to flow securely to wherever it is needed to support health care and population health;
- Standards and interoperability is achievable by the providers, consumers and industry; and
- Federal government, specifically ONC provides guidelines and potentially an interoperability infrastructure for providers and consumers as necessary.

Over the past few years, ONC has invested resources in developing NHIN. The NHIN is an interoperability infrastructure that has been piloted and is in its demonstration phase at

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ONC. NHIN is the enabler to make the HITECH priorities achievable to improve quality care, expedite care coordination, and reduce costs.

The NHIN includes coordinated architecture of a common, secure and trusted network which enables the exchange of health information and coordination of care among private health networks and Federal health care providers; such as the Indian Health Services, Veterans Affairs and Department of Defense. As patients are seen by providers from different health systems, the NHIN allows seamless transfer and sharing of health information to make it available where and when it is needed resulting in better informed decisions and improving quality of care. The NHIN integrates specifications, implementations, compliance and interoperability verification, and network operations along with a strong trust fabric into a harmonized set of activities that reduce the cost and time-to-market of health information technology interoperability. By integrating and streamlining the technical, policy and operational components necessary to participate in a common and secure health network, the NHIN offers a method of effective and cost efficient health information exchange, especially for the mature health information exchange or federal agency that has a need to exchange information with many entities. An operational and viable NHIN will greatly increase the demand for and success of health information exchange adoption, and enable organizations to implement approved standards and achieve meaningful use targets associated with the exchange of health information.

HITECH also authorizes the establishment of several new grant programs, contracts and studies that will address the prerequisites described above and promote wider adoption of health information technology (HIT).

The priority grant programs and contracts are fundamental to realizing the promise of meaningful use of HIT that leads to improved quality, efficiency and safety of health care. Under the HITECH Act, an eligible professional or hospital is considered a "meaningful EHR user" if they use certified EHR technology (i.e., EHRs certified against the functional criteria) and standards adopted by the Secretary, including but not limited to e-prescribing and the electronic exchange of information for the purposes of quality improvement, such as care coordination. In addition, eligible professionals and hospitals must submit clinical quality and other measures to HHS.

Meaningful use incentives will be available to health care providers beginning in FY 2011 based on their Medicare and Medicaid coverage status and other statutorily defined factors. This includes eligible health care professionals and acute care hospitals and takes into consideration adjustment factors for children's hospitals and critical access hospitals. The detailed criteria to qualify for meaningful use incentive payments will be established by the Secretary of HHS through the formal notice-and-comment rulemaking process.

The HITECH Act also requires these meaningful use criteria to become more stringent over time. In 2015, providers are expected to have adopted and be actively utilizing an EHR in compliance with "meaningful use" or they will be subject to financial penalties under Medicare. The information exchange requirements for the meaningful use EHR incentives, as specified in the regulation currently under development, will inform a strategic framework for this program. Any goals, objectives, and corresponding measures

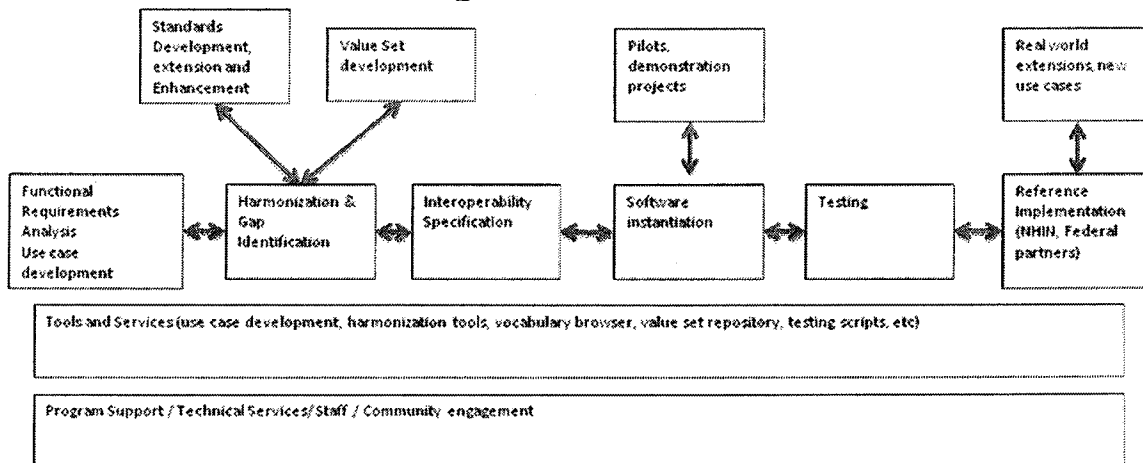
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of meaningful use that require HIE over time will be the reference point for the developers and users.

A key component of “meaningful use” is certified electronic health records and key certification criteria are that the electronic health record is interoperable and adheres to standards adopted by the Secretary. ONC has developed an interoperability and standards framework that as several key steps and NHIN is a critical component of the framework. The overview of framework is provided below.

Overview of Standards and Interoperability Framework

Interoperability/Standards processes



This framework is a life cycle for the development of standards and interoperability specifications and is meant to establish a sustainable set of tools and processes that will streamline and coordinate the development of standards and interoperable software solutions to support the goals of the HITECH Act.

This framework can be effective only when each task is well coordinated with other tasks in the process i.e., the output from a task can be a critical input to another task. Some activities may focus only on a single task within the framework; whereas certain activities such as community engagement and architectural support may span multiple tasks. Therefore it is important that all contractors working on various tasks within this framework collaborate with others.

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Widespread adoption and meaningful use of HIT is one of the foundational steps in improving the quality and efficiency of health care. The appropriate and secure exchange of information is a critical enabler of a high performance health care system. The overall purpose of the ONC programs, is to facilitate and expand the secure, electronic movement and use of health information among organizations according to nationally recognized standards.

The standards and interoperability framework will support all ONC programs and effort in increasing adoption of health IT across the entire health care enterprise.

This effort is intended to provide support for the operational aspects of the NHIN that are not handled by the NHIN gateways. This support provides for processes and infrastructure operations necessary participants to use the NHIN.

NHIN Operational Support – The contractor shall provide operational support for the NHIN, administering and operating the NHIN infrastructure, assisting organizations complete the onboarding process to become members of NHIN and establish a support center. This task does not including the physical hosting of the infrastructure components, but the contractor will have to work closely with the hosting contractors to provide operational support for the NHIN.

The NHIN infrastructure includes a certificate authority for the NHIN, and a set of directories with information about entities on the NHIN. The support center will primarily be an online set of resources (FAQs, guides, etc.) augmented with staffed help desk which will enable interested parties to research and resolve concerns and/or issues. This effort includes the responsibility to manage, plan and develop the processes, procedures, and manuals to perform these activities. Inherent in this project is coordination with multiple stakeholder, community and governance groups throughout the program lifecycle.

7. Government Furnished Information: The relevant information about NHIN can be found on ONC website <http://healthit.hhs.gov/NHIN>

8. Government Furnished Property: All contractor personnel will be required to work offsite at the contractor's designated facilities or as directed.

9. Rights in Data: All data produced under this delivery order is the property of the Government. The Contractor agrees not to disclose, verbally or in writing, information pertaining to the results or findings of work (including data base files, analyses, draft or final papers and reports) for the period of an individual delivery order under this contract without obtaining prior written approval of the task order officers. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying: who or what is generating the request for advance information; when and how project results/information would be released; and what information would be released. Failure to receive response to the task order officers does not constitute approval for releasing information.

Statement of Work

Nationwide Health Information Network (NHIN) Operational Support – The contractor shall provide operational support for the NHIN, administering and operating the NHIN infrastructure, assisting organizations complete the onboarding process to become members of NHIN and establish a support center. This task does not include the physical hosting of the infrastructure components, but the contractor will have to work closely with the hosting contractors to provide operational support for the NHIN.

The NHIN infrastructure includes a certificate authority for the NHIN, and a set of directories with information about entities on the NHIN. The support center will primarily be an online set of resources (FAQs, guides, etc.) complemented by a staffed help desk, which will enable interested parties to research and resolve concerns and/or issues. This effort includes the responsibility to manage, plan and develop the processes, procedures, and manuals to perform these activities. Inherent in this project is coordination with multiple stakeholder, community and governance groups throughout the program lifecycle.

The Contractor must exercise and enforce all applicable Department of Health and Human Services (HHS) regulations and directives, and will need to coordinate with public and private organizations, stakeholder groups and industry in accomplishing these tasks.

The Contractor shall maintain a level of technical expertise necessary to satisfy the requirements of executed task assignments. The contractor shall also be required to work with COTR to revise the Task Order if necessary.

In parallel with the incumbent contractor providing all current support, the contractor shall provide a one-month transition phase to assume all support from the incumbent contractor described in following specific tasks by 1 May 2010. If the incumbent is selected, there will be no transition phase.

A. Summary of Tasks

Through this contract, the contracting entity shall complete the following tasks. These tasks include, but are not limited to:

1. Contract-Level and Task Order (TO) Management
2. Administer and Operate NHIN Infrastructure
3. Define and Implement NHIN Support Center
4. Create and Maintain Onboarding Process

Outcomes/Objectives to be accomplished for the Specification of Tasks below include, but are not limited to:

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Task 1 - Contract-Level and Task Order (TO) Management

1.1 Contract-Level Program Management

- Provide the technical and functional activities at the contract level needed for program management of this SOW including productivity and management methods such as quality assurance, configuration, work breakdown structure and resource management.
- Coordinate organizational requirements, manage projects and schedules, and report progress/issues to COTR.
- Provide the centralized administrative, clerical, documentation and other related functions.

1.2 Task Order Management

Prepare a Task Order Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout task order execution.

1.3 Post Award Meeting

Meet with the Contracting Officer Technical Representative (COTR) and other ONC staff, to discuss the objectives of the contract and any related project issues. A written agenda for the meeting shall be prepared by the contractor and sent to the COTR three (3) days prior to the meeting.

1.4 In Progress Review Support

Provide a monthly progress report monitoring the task management, quality assurance, and configuration management applied to the task order.

Task 2 – Administer and Operate the NHIN Infrastructure

The contractor shall administer the NHIN infrastructure and ensure its smooth operations. The hosting of the infrastructure systems is not included in this effort. However, contractor shall have administrative rights to these systems, and ensure that the systems are configured properly and have all been populated with data curated through approved NHIN processes and procedures.

2.1 – Administer Certificate Authority (CA)

- Maintain and mature the processes and procedures to distribute NHIN certificates via the authorized NHIN CA.

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- Work in conjunction with the NHIN CA to ensure that the systems are configured and operating properly for creation and distribution of NHIN certificates.
- Follow NHIN Operating Policies and procedures to create and revoke certificates for authorized NHIN participants.

2.2 – Maintain NHIN Directories

- Maintain and mature the processes and procedures to enter or removed NHIN participants from NHIN directories.
- Work in conjunction with the NHIN directory hosting providers to configure and administer directory systems to provide directory services as specified in NHIN specifications and operating policies.
- Follow NHIN Operating Policies and procedures and onboarding process to add and remove NHIN participants in the directory systems.

2.3 – Monitor NHIN Network

- In conjunction with NHIN governing bodies, develop, maintain and mature the plan, processes and procedures for required network monitoring for the NHIN.
- Execute NHIN network monitoring activities in accordance with NHIN Operating Policies and Procedures.
- Provide reports to NHIN governing bodies and participants on monitoring results at a regular and time format as specified by project COTR.

Task 3 – Define and Implement NHIN Support Center

The contractor shall define and implement a NHIN Support Center. The support center will assist organizations throughout their involvement with the NHIN.

3.1 – Define Support Center

- Develop support processes and procedures.
- Define, document, and facilitate levels of escalation and the accompanying processes.
- Create and maintain self care support resources
- Drive improvements in issue resolution times, build and maintain content knowledge.
- Drive continuous improvement, gather and report metrics against expected service levels.
- Maintain publicly accessible resources for helpdesk operations including application use reports, and frequently answered questions (FAQs) meeting Section 508 compliance standards.

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3.2 –Provide Help Desk

- Receive and resolve user calls with a single point of contact.
- Man help desk from 8am thru 6pm Monday-Friday, except federal holidays
- Review, develop appropriate response, and respond to electronic mail support requests within 2 hours of the date/time received during normal staffing hours. Emails for support received during non-staffing hours shall be reviewed and responded to once daily
- Provide on-going application training (for applications supported under this task order) to helpdesk support staff to assure a high level of skill, ability, and operational knowledge.
- Perform helpdesk center capacity monitoring and planning
- Monitor the availability of any databases and/or tracking tools
- Develop and maintain and operational knowledge-base for use in support efforts. This knowledge base will be the property of the government and must be available to export into other formats.

Task 4 – Create and Maintain Onboarding Process

The contractor shall assist organizations become part of the NHIN community through the onboarding processes of the NHIN. Via the onboarding, organizations will be able to show evidence of their capacity to participate in the community. This capacity includes meeting the requirements established by the community related to technical, legal and policy criteria.

- Create and maintain NHIN onboarding processes and procedures
- Assist organizations through the NHIN onboarding process to become members of the NHIN community
- As needed, act as a liaison for the onboarding candidates requiring addition information and/or interactions within the NHIN program
- Track and report on progress of NHIN onboarding candidates
- Maintain publicly accessible resources for onboarding including onboarding guide and frequently answered questions (FAQs) meeting Section 508 compliance standards.
- Attend and participate in meetings with onboarding candidates. Submit meeting notes to keep program office abreast of meeting topics, discussion, and actions items.

Task 5 – Create and Maintain an IT Security Plan

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The contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal laws, specifically:

- 40 U.S.C. 11331, Federal Information Security Management Act (FISMA) of 2002;
- E-Government Act of 2002 (P.L. 107-347);
- Privacy Act (P.L. 93-879);
- Health Insurance Portability and Accountability Act (HIPAA) (P.L. 104-191);
- National Defense Authorization Act;
- Trade Secrets Act (18 U.S.C. 1905); and
- Unauthorized Access Act (18 U.S.C. 2701 and 2710).

The plan shall meet IT security requirements in accordance with Federal policies and procedures, as they may be amended from time to time during the term of this contract that include, specifically:

- OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- OMB Memorandum M-06-20, "FY 2006 Reporting Instruction for the Federal Information Security Act and Privacy Management;"
- OMB Memorandum M-05-8, Implementing Guidance for HSPD-12;
- Homeland Security Presidential Directive 12 (HSPD-12)
- National Institute of Standards and Technology (NIST) Guidelines and Federal Information Processing Standards (FIPS), including, but not limited to;
- NIST Special Publications (800 Series)
(<http://all.net/books/standards/NIST-CSRC/csrc.nist.gov/publications/nistpubs/index.html>);
- NIST Special Publication 800-26, Security Self-Assessment Guide for Information Technology Systems (November 2001);
- NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems (February 2005);
- NIST Special Publication 800-37, Guide for the Security Certification and Accreditation of Federal Information Technology Systems (May 2004);
- Federal Information Processing Standard 200 (FIPS 200), Minimum Security Requirements for Federal Information and Information Systems;
- Federal Information Processing Standard 201 (FIPS 201); and
- FIPS Publication 140-2 (FIPS 140-2).
- Dept. of Health & Human Services Information Security Program Policy dated Dec. 15, 2004 (HHS IRM Policy 2004.002.001)

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13. Items to be Delivered and Delivery Schedule:

All deliverables must be provided to the COTR in electronic format, unless otherwise specified, according to the appropriate schedule. Items specified for delivery are subject to the review and approval of the COTR before final acceptance. The COTR will respond to submitted deliverables within 2 weeks of their receipt. The contractor shall make revisions as deemed necessary by the COTR.

Deliverables Schedule

Item	Description	Due Date
TASK 1 Contract & Task Order Management	Overall contract management ensuring successful and timely performance by providing the technical and functional activities at the contract level.	Continuous
1.1 Task Order Management Plan	Detailed information that addresses <ul style="list-style-type: none"> • Technical approach • Resources • Contractor organization structure, staffing plan; company and staff emergency escalation roster Management controls and support procedures	Draft – 15 days after award Final – 30 days after award Updates as required
1.2 Monthly Reports	Each progress report shall set forth concise statements concerning activities relevant to providing support services and shall include, as a minimum the following: <ul style="list-style-type: none"> • A brief review of the work identified and accomplished during the 	Monthly, on 10th business day

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	<p>reporting period, including a summary listing of task assignments completed, assignments in progress, any backlogged assignments, potential assignments and a high-level timeline;</p> <ul style="list-style-type: none"> • Current and cumulative costs expended; • Current and cumulative person-hours expended by labor category during the reporting period; • Summary of performance-statistics and service availability. 	
<p>TASK 2: Administer and Operate the NHIN Infrastructure</p>		
<p>2.1 Operational Reports</p>	<p>Reports to program and governing bodies that detail the operational metrics, including but not limited to: Certificates created or revoked, outage information, operational issues and risks, status of infrastructure, and network monitoring summary</p>	<p>Weekly</p>

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2.2 Network Monitoring Data	Basic data on network functions delivered in electronic format to a repository as negotiated with the project COTR.	To be negotiated with COTR
TASK 3: Define and Implement NHIN Support Center		
3.1 Support Center Processes, Procedures, Manuals	Processes, procedures, and manuals used to operate the NHIN Support Center. These will also be used to train any new support staff.	2 months after award
3.2 Support Center Metrics	Report tracking support progress, performance, and predictive metrics	Monthly
3.3 Frequently Asked Questions	Set of support questions for inclusion in the NHIN online FAQs.	Monthly, as needed
3.4 Operational Knowledge Base	A knowledge base to be used to support the help desk and operations of the NHIN. Must be exportable into other formats for government use.	Maintained as needed
TASK 4: Create and Maintain Onboarding Process		
4.1 Onboarding Processes, Procedures, Manuals	Processes, procedures and manuals used to onboard candidates on the NHIN. These will also be used to train any new support staff.	6 weeks after award
4.2 Onboarding Guide	User/Candidate guide describing how to successfully onboard onto the NHIN	1 month after award
4.3 Onboarding Metrics	Report tracking onboarding progress,	Monthly

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	performance, and predictive metrics	
Task 5. Security Plan	Develop an IT Security Plan for this task order	45 day after contract award, annually thereafter, changes in accordance with the IT Security clause

14. Quality Assurance Surveillance Plan

14.1 Performance Measures.

The intent of this Quality Assurance Plan (QASP) is to assess how well the contractor satisfies the requirements of the Statement of Work. The recommended means of applying incentives to the measures is as follows:

The Government will perform an evaluation of the contractor’s performance based on performance criteria when a “Task Standard” is completed. Evaluations will also be performed when intermediate deliverables are presented. If no deliverables are scheduled for the period covered by an invoice, a default score of 100 will be assigned. A rating system will be applied to specific functions performed by the contractor as outlined in the Quality Assurance Plan and a score derived. The score will determine the incentive calculation. The amount to be deducted will be from the contractor’s direct labor portion of the invoice.

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met	Deduction
1.1 Task Order Management Plan	The management plan contains a detailed strategy and approach for the successful accomplishment of the objectives and outcomes discussed in the SOW. The organization resources, structure, staffing plan, and company emergency escalation roster is detailed and clear, and the management controls and support procedures are addressed.	The Project Officer will review and provide comments	Draft submitted 15 days after award and no more than 2 days later Final is comprehensive, incorporates Project Officer’s comments, is error free and submitted within 30 days after award and no more than 2	Up to .5% of task order invoice

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Required Tasks	Task Standard	Method of Surveillance	Standard to be Met	Deduction
			days later Updates as required	
1.2 Monthly Reports	<p>Progress report are relevant and concise in addressing activities and include :</p> <ul style="list-style-type: none"> • review of the work identified and accomplished during the reporting period, including a summary listing of task assignments completed, assignments in progress, any backlogged assignments, potential assignments and a high-level timeline; • Current and cumulative costs expended; • Current and cumulative person-hours expended by labor category during the reporting period; • Summary of performance-statistics and service availability. 	The Project Officer will review and provide comments	Monthly, on 10th business day and no later than 2 days later	Up to 1% of task order invoice
Operational Reports	<p>Reports contain detailed operational metrics, including but not limited to: Certificates created or revoked, outage information, operational issues and risks, status of infrastructure, and network monitoring summary</p>	The Project Officer will review and provide comments	Weekly as specified by the Project Officer an only minor edits required 95% of the time	Up to 1% of task order invoice
2.2 Network Monitoring	<p>Basic data on network functions is comprehensive</p>	The Project Officer will review and	Only minor edits required	Up to .5% of

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Required Tasks	Task Standard	Method of Surveillance	Standard to be Met	Deduction
Data	and delivered in electronic format to a repository as negotiated with the project Officer.	provide comments	95% of the time To be determined an submitted as negotiated with the Project Officer	task order invoice
3.1 Support Center Processes, Procedures, Manuals	Processes, procedures, and manuals used to operate the NHIN Support Center are professionally prepared current, concise, accurate and sufficient for training any new support staff.	The Project Officer will review and provide comments	Only minor edits required and submitted within 2 months after award	Up to 1% of task order invoice
3.2 Support Center Metrics	Reports tracking support progress, performance, and predictive metrics are accurate and complete	The Project Officer will review and provide comments	Monthly as specified by the Project Officer with only minor edits required	Up to .5% of Fixed Fee task order invoice
3.3 Frequently Asked Questions	Support questions for inclusion in the NHIN online FAQs are submitted to the Project officer and are revised to include comments provided	The Project Officer will review and provide comments	Error free and submitted monthly	Up to 1% of task order invoice
3.4 Operational Knowledge Base	A knowledge base to be used to support the help desk and operations of the NHIN. Must be exportable into other formats for government use.	The Project Officer will review and provide comments	Error free and maintained as needed in a timely manner	Up to 1% of task order invoice
4.1 Onboarding Processes, Procedures, Manuals	Processes, procedures and manuals used to onboard candidates on the NHIN are comprehensive, accurate, and sufficient for training any new support staff.	The Project Officer will review and provide comments	6 weeks after award	Up to 1% of Fixed Fee task order invoice
4.2 Onboarding Guide	User/Candidate guide describing how to successfully onboard onto the NHIN	The Project Officer will review and provide comments	1 month after award	Up to 1% of Fixed Fee task order

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Required Tasks	Task Standard	Method of Surveillance	Standard to be Met	Deduction
				invoice
4.3 Onboarding Metrics	Report tracking onboarding progress, performance, and predictive metrics	The Project Officer will review and provide comments	Monthly	Up to 1% of Fixed Fee task order invoice
Task 5. IT Security Plan	IT security plan is consistent with and further details the approach contained in the Contractor's offer/bid that resulted in the award of this contract and is in compliance with the requirements stated in the clause contained in this task order. Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation for acceptance by the CO and PO. Changes (if applicable) are in writing and have been mutually agreed upon and in accordance with the IT Security provisions of this task order.	The Project Officer will review and provide comments	Initial IT Security Plan 45 days after contract award, changes as applicable, and annually thereafter as specified in the clause	Up to 1% of Fixed Fee task order invoice

C.6.1 Incentive Calculation

A determination of the performance impact upon the contractors invoice is determined from the following table.

Final score on a scale of 100	Incentive
100	Government will pay the full invoiced amount for invoice period.
90 or below	Government will deduct up to 1% of task order invoice.

14.2 Caveats to Task Standards and Measures

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It is recognized that certain events may occur that prohibit the contractor from meeting all the pre-agreed conditions. These events will be documented and will result in the assignment of a score of 100 or result in a renegotiated deliverable.

INSTRUCTIONS TO OFFERORS

The Government intends to award a delivery order using National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) contracting vehicle.

This is American Recovery and Reinvestment Act procurement. Pursuant to FAR 52.204-11, American Recovery and Reinvestment Act - Reporting Requirements. Contractors are required to register by April 1, 2010 and file their first report by April 10, 2010, at www.FederalReporting.gov.

THIS OPPORTUNITY IS AVAILABLE ONLY TO NITAAC CONTRACT HOLDERS

The offeror is expected to show a thorough understanding of the proposed tasks as specified in the Statement of Work (SOW). The proposal should address the specifications in the SOW, not simply repeat the language. Technical proposals must be limited to a maximum of 25 double-spaced pages using font sizes no smaller than 12-point and pitch shall be Times New Romans in Word format. All pages should be numbered. Any pages over 25 will not be considered. The page limit excludes resumes and past performance references. Resumes or CVs are only required for key personnel. Brief biographical sketches of other personnel may be provided.

In preparing their technical proposal and business proposal offerors are requested to follow the proposal format and content suggestions detailed below:

A. Organization of Proposal: Each offer shall consist of two separately packaged proposals:

1) A technical proposal (to include at least five past performance references) 2) a business proposal. All information necessary to judge the technical soundness and management capabilities of the offeror will be contained in the technical proposal. The business proposal will contain all information related to the determination of the costs associated with each of the project's tasks. The technical proposal shall not contain any reference to specific costs, but resource information (e.g., staff hours) may be included so that the offeror's understanding of the scope of the work may be evaluated. Authors of each section shall be clearly identified in the proposal's Table of Contents.

Before providing further instructions, special note is in order to clarify what is expected in the offeror's technical proposal. The tasks and suggestions presented herein are intended as a guide to prospective offerors. The successful contractor is expected to be innovative in the approach recommended. The information presented is not intended to restrict an offeror's proposal or to stifle creativity.

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B.1. Organization of the Technical Proposal: The technical proposal shall contain:

1. Cover Page – Including the name of the proposing organization, author(s) of the technical proposal, the RFQ number and the title of the RFQ should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFQ cover letter are required.
2. Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily
3. Introduction: The introduction should be a one or two page summary outlining the proposed work, the Offeror's interest in submitting a proposal, and the importance of this effort in relation to Offeror's overall operation.

B.2 Organization of Business Proposal

The Offeror shall submit a Business Proposal using a format that provides: Pricing for the list of labor categories (key personnel list in the RFQ), hours, rates, and pricing for all propose materials, and necessary travel (if applicable)

C. Technical Evaluation Criteria (Technical Merit).

The evaluation will be based on the completeness, thoroughness and demonstrated capabilities of the prospective Offeror in relation to the needs of the project as set forth in the RFQ. Each proposal must document the feasibility of successful implementation of the requirements of the RFQ. The Offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. Offeror's must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Specific evaluation factors, together with the relative weights of importance are listed below. Offeror's should provide information on all of the following criteria.

1. Technical/Management Approach – 35 points maximum:
 2. Discussion and Understanding of the Project – 35 points maximum
 3. Personnel Qualification and Expertise – 30 points maximum
- The following labor categories are designated as key personnel:

Program Manager
Project Manager
Senior Functional Analyst
Application Systems Analyst
Operations Manager
Wide Area Network Administrator
Help Desk Manager

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Help Desk Specialist
Technical Writer/Editor
Web Content Administrator

MAXIMUM TECHNICAL SCORE = 100 POINTS

4. Past Performance– The past performance will no be included in the Technical score and will be given a rating as listed in the evaluation scheme. Past performance references shall be included as part of the technical proposal. Past performance references will not count towards page limit.

C. Organization of the Business Proposal

It is anticipated that this task order shall be awarded as Performance-based Time and Material type delivery order. The staff-loading chart included in the technical proposal should be consistent with the information provided in the business proposal.

As part of its business proposal, Offerors must submit the following information: Budget spreadsheets showing costs by task and subtasks that can be readily identified and the estimated cost for the entire contract period.

Offeror's must include the maximum performance incentive stated in the Quality Assurance Surveillance Plan, in their final cost estimates. Cost estimates should be provided for individual tasks/subtask as well as for the full project; and each should contain breakdowns of direct charges for personnel, materials, supplies, and all other major budget items as well as indirect cost rates used in preparing the cost estimate. Also, provide a narrative describing the basis for direct costs, including the use of any assumptions.

Spreadsheet describing salaries of key personnel and number of hours proposed for key personnel should also be included. Personnel proposed for tasks/subtasks shall also list labor categories and rates. Offeror shall submit proposed costs for each task, for the overall project. The proposed budget for each task shall include the number of hours each staff member is expected to commit.

D. Award Basis.

The technical evaluation will be conducted in accordance with the evaluation criteria below. The Government may award a delivery order on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost and technical standpoint.

The following factors will be considered in evaluating proposals: Technical merit, past performance, and cost.

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Award will be made to that responsible Offeror whose proposal contains the combination of evaluated criteria offering the best overall value to the Government. This will be determined by comparing differences in technical merit and past performance with differences in cost to the Government. In making this comparison, the Government is more concerned with obtaining superior technical merit and past performance.

Proposal Evaluation Criteria

***Standards and Interoperability Nationwide Health information Network (NHIN)
Operational and Infrastructure Support***

The following criteria shall apply to all responses in reference to the Statement of Work in Attachment B. No other criteria shall be used to evaluate the technical proposals. The maximum total score any proposal can receive is 100 points. The maximum score for each criterion is indicated in parentheses. Please also refer to the Instruction to Offerors.

1. Technical/Management Approach – (35 points maximum):

The offeror's personnel demonstrate experience in areas such as Health IT information exchange, industry standards, NHIN program, and operational support. The proposal must provide evidence of the overall competency of the proposed team; including relevant experience of the proposed Task Order lead and other key staff and any consultants with the relevant technical experience. Proposed staff should have documented experience relevant to this task. The offeror will be evaluated based on the identification of key personnel and a description of their credentials, availability, roles, responsibilities and the relationships to the Task Order and its implementation.

2. Discussion and Understanding of the Project – (35 points maximum)

Through the discussion, the offeror demonstrates understanding of the program and the importance of the program to achieving the overall vision of widespread use of electronic health records. The offeror should be familiar with NHIN Program, its goals, objectives, and vision as well as its infrastructure. Priority will be given to submissions that do not simply repeat the statement of work, but show an independent understanding of the issues and context and challenges facing this program.

3. Personnel Qualification and Expertise – (30 points maximum)

The offeror's personnel demonstrate experience in areas such as Health IT information exchange, industry standards, NHIN program, and operational support. The proposal must provide evidence of the overall competency of the proposed team; including relevant experience of the proposed Task Order lead and other key staff and any consultants with the relevant technical experience. Proposed staff should have documented experience relevant to this task. The offeror will be evaluated based on the identification of key personnel and a description of their credentials, availability, roles, responsibilities and the relationships to the Task Order and its implementation. Highly qualified key personnel are considered critical to the successful completion of this project.

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The following labor categories are designated as key personnel:

Program Manager
Project Manager
Senior Functional Analyst
Application Systems Analyst
Operations Manager
Wide Area Network Administrator
Help Desk Manager
Help Desk Specialist
Technical Writer/Editor
Web Content Administrator

MAXIMUM TECHNICAL SCORE = 100 POINTS

4. Past Performance-Evaluation Scheme

The past performance review will be based on information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the Government. The Offeror's proposal will be evaluated on the relevance and quality of its and any proposed subcontractors past performance as it relates to the probability of successful accomplishment of the contract requirements. Areas to be considered will include the offeror's experience in performing services similar to those identified in the statement of work, its record of conforming to standards of good workmanship, adherence to contract schedules (including the administrative aspects of performance), and its history for reasonable and cooperative behavior and commitment to customer satisfaction. In particular, past performance relevant to Health IT information exchange and NHIN operational support will be considered highly. The review of proposed subcontractors past performance will commensurate to the level of effort proposed. Offerors are cautioned that in conducting the past performance evaluation, the Government may use data provided by the offeror in its proposal and data obtained from other sources. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests on the offeror.

In the event the Government receives a proposal from an Offeror who does not have a past performance record, the Government will average the past performance rating of all Offeror's submitting technically acceptable proposals and apply the average rating to the Offeror's proposal.

Evaluation Scheme.

The Government will assess an overall past performance rating for each reference contacted. The overall rating of each reference will then be combined to arrive at

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a final past performance rating which will be assigned points based the following rating scheme:

<u>Definition</u>	<u>Description</u>
Exceptional++(Plus-Plus)	The Contractor has demonstrated an excellent level of performance, which exceeds the performance level described as "Excellent." It is expected that this rating will be used in those rare instances when Contractor performance clearly demonstrates a level of quality, innovation, and performance well beyond the delivery order requirements warranting the assignment of the highest possible rating.
Excellent	The Contractor has demonstrated an excellent performance level in all categories. There have been no performance problems and the Contractor has demonstrated initiative to enhance/exceed contractual requirements and objectives. The Contractor also has maintained an excellent Contractor/Government relationship throughout delivery order performance.
Good	There are no quality of service problems; no cost/price issues; and no delays. Responses to inquiries and technical/service administrative issues are consistently effective and responsive. Nonconformance does not impact achievement of delivery order requirements.
Acceptable	Nonconformance is minor and has little impact in achievement of delivery order requirements, requires minor intervention by Government personnel to resolve issues.
Marginal	Nonconformance is impacting achievement of delivery order requirements, requires substantial intervention by Government personnel to resolve issues.
Unacceptable	Nonconformance is compromising the achievement of delivery order requirements, despite substantive intervention by Government personnel.

Note: Offeror's shall provide a thorough explanation of problems encountered and corrective actions taken. The Government will take the Offeror's' comments into consideration when conducting its past performance evaluation.

Confidentiality/Non-Disclosure Agreement

1. Requirements Regarding Permission to Disclose

The Contractor agrees not to disclose, verbally or in writing, information pertaining to the results or findings of work (including data base files, analyses, draft or final papers and reports) for the period of an individual delivery order under this contract without obtaining prior written approval of the task order officers. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying: who or what is generating the request for advance information; when and how project results/information would be released; and what information would be released. Failure to receive response to the task order officers does not constitute approval for releasing information.

Contract Administration

1. Inspection and Acceptance

The Contractor's performance and the quality of services provided hereunder shall be subject to final inspection and acceptance by the Contracting Officer in conjunction with the Project Officer.

2. Periodic Inspections

The COTR shall periodically conduct on-the-job inspections to determine the overall quality of contract performance, the job knowledge of individual employees, the effectiveness of training, and to observe and determine the conduct and appearance of uniformed personnel.

3. Term of Contract

The period of performance shall be for 24 months after the date of award. This period may be extended in accordance with FAR 52.217-8, entitled "Option to Extend Services."

4. Type of Contract

Time and Material

5. Schedule of Deliverables

All deliverables required shall be delivered to the COTR for review and approval. The Contractor shall prepare and submit the schedule of deliverables on the required due dates, in the quantity and format stated in the statement of work to the COTR.

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A list of products to be delivered is outlined in the Schedule of Deliverables (Attachment B) by task, description, and due date.

6. Changes in Priority of Work.

Schedule for delivery of work will be adjusted if ONC changes priority of work or directs Contractor to deviate from agreed work plan. Change in priority and changes in schedule/work plan will be documented in writing.

7. Work Dependencies.

Many of the scheduled tasks are coordinated efforts of the Enterprise System Service Operations and Maintenance (O&M), SAB, NIH Center for Information Technology (CIT), and development staffs and as such are directly dependent upon the efforts of other groups and their performance standards and goals. In no case, can the Contractor group be liable or held accountable for meeting performance standards that are not obtainable because of impact issues from other groups. Work plans will identify dependency requirements. Contractor's schedule will be adjusted if required input from any outside agency (SAB, CIT, or other contractor) is delayed thus causing delays in the Contractor schedule. Delays in work dependencies and changes in schedule/work plan will be documented in writing.

8. Contractor Personnel.

In order to perform all aspects of this contract, the Contractor shall provide personnel qualified to perform tasks identified in the statement of work. As this is a performance based contract, the COTR will use delivery dates as the primary criteria to evaluate performance and to assess penalties as necessary. The contractor is therefore advised to carefully staff the contract to offer optimal efficiency on each task. Qualifications are subject to the review of the COTR.

9. FEDERAL HOLIDAYS

No services shall be performed at the Government site or deliveries made on Federal Legal Holidays shown below. The Contractor shall observe the following Federal holidays on the days observed by the Federal Government:

- | | |
|----------------------------------|---------------------------|
| 1. New Year's Day | January 1 st |
| 2. Martin Luther King's Birthday | Third Monday in January |
| 3. Inauguration Day | January 2013 |
| 4. President's Day | Third Monday in February |
| 5. Memorial Day | Last Monday in May |
| 6. Independence Day | July 4 th |
| 7. Labor Day | First Monday in September |
| 8. Columbus Day | Second Monday in October |
| 9. Veteran's Day | November 11 |

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10. Thanksgiving Day
11. Christmas Day

Fourth Thursday in November
December 25

10. Invoice Submission

Invoicing from the Contractor will be done on a monthly basis. In addition to the information required by FAR clause 52.212-4 Contract Terms and Conditions-Commercial Items (FEB 2002), the following information is also required for submission of a proper invoice.

- a. Signature of an authorized official certifying the invoice to be correct and proper for payment;
- b. Period of performance for which costs are claimed; and
- c. Tax identification number (employer's identification number) or social security number.
- d. The Contractor shall submit an original and three (3) copies of its invoice to:

FINANCIAL MANAGEMENT SERVICES/Program Support
Center
Parklawn Building, Room 16A-12
5600 Fishers Lane
Rockville, Maryland 20857
Contract Number (To be provided at award)

- e. One additional copy shall be sent to the following:

DHHS, Program Support Center
Division of Acquisition Management, SAS
Parklawn Building, Room 5-95
5600 Fishers Lane
Rockville, Maryland 20857
Contract Number (To be completed at award)

And

Attn: Project Officer (To be completed at award)
Office of the National Coordinator
330 C Street, SW Suite 1100
Washington, DC 20201
Contract Number (To be completed at award)

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f. Payment shall be made by:

Financial Management Services/Program Support Center
Parklawn Building, Room 16A-12
5600 Fishers Lane
Rockville, Maryland 20857

g. Electronic Transfer of Funds Payment

Pursuant to FAR 52.232-33, Payment of Electronic Funds Transfer –
Central Contractor Registration, payments under this contract shall be
made by electronic funds transfer (EFT)

11. Invoice Payment

In consideration of satisfactory performance of the work as described throughout this order, the Government will pay the Contractor the hourly rate negotiated in the Federal Supply Schedule as shown on the NITAAC price list (if applicable). It is the requirement of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality standards of this contract. The Government is contracting for satisfactory performance of all work identified in the specifications, and deductions will, therefore, be made for any service not provided. The Government will determine monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work and supplements "Termination for Cause."

It is agreed that failure to: accomplish any work required under this contract; to satisfactorily accomplish such work; or to comply with any provisions of this contract, where due to the carelessness, neglect, or fault of the contractor, shall constitute a deficiency for which a reduction of payment will be made in accordance with the provisions of this contract.

12. Quality Assurance Plan

An order issued as a result of this Request for Quotations (RFQ), shall be issued as a performance based service order to the maximum extent possible. Offerors shall include their Quality Assurance Surveillance Plan (QASP) in accordance with the QASP in Attachment B; Task Standards and Measures, as it relates to this Statement of Work. Offeror's QASP shall be submitted as an attachment to their Technical Proposal.

13. Contracting Officer's Technical Representative Appointment and Authority

Contracting Officers' Technical Representative Appointment and Authority

(Name will be provided at time of Award)

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officers' Technical Representative identified above, or a representative

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designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officers' Technical Representative does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (c) Technical direction may be oral or in writing. The Contracting Officers' Technical Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.
- (d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers' Technical Representative. If, in the opinion of the contractor, any direction of the Contracting Officers' Technical Representative, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

14. Travel Costs: (if applicable)

The Contractor will be reimbursed, not to exceed the amounts stated below, for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer.

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The Contractor shall be reimbursed for all domestic travel as described in the statement of work, incurred directly and specifically in the performance of this task order, claimed by the contractor, and accepted by the contracting officer.

[Not to exceed amounts will be entered upon award.]

Reimbursement of domestic travel by air expenses will follow these guidelines:

- Reimbursement for travel by air or by rail shall not exceed the cost by the most direct route.
 - ▶ Air travel. The Contractor shall use coach-class accommodation, except as provided under sections 301-10.123 and 301-10.124 of the Federal Travel Regulations for official business, both domestic and international.
 - ▶ Rail travel. The Contractor shall use coach-class accommodations except as provided under Federal Travel Regulations.
- Travel by motor vehicle, including rented automobiles, will be reimbursed on a reasonable actual expense basis or, at the contractor's option, on a mileage basis at the prevailing rate set for the in the Federal Travel Regulations, plus any toll or ferry charges.
- Subsistence expenses will be reimbursed based on actual itemized costs or the maximum per diem allowed by the Federal Travel Regulations in effect at the time the costs are incurred.

15. Special Contract Requirements

15.1 Additional guidance from COTR: Technical Direction Letters:

Clarification of specific performance requirements and technical direction will be provided by the COTR to the contractor in multiple written Technical Direction Letters (TDLs) to be issued to the contractor Project Manager as needed over the period of performance. The TDLs will serve to clarify and supplement requirements, specify deliverable content, details regarding meeting dates, etc. described in this SOW. The TDLs, upon issuance, will supplement this task order SOW. The contractor responsibilities, due dates, performance requirements and deliverables stated in the TDLs will become a binding part of the task order and will have the same force and effect as if they had been a part of this original task order SOW. In no case shall a TDL require work outside the scope of this SOW or direct work that will cause the contractor to exceed the total not to exceed price for either labor or other direct costs in the task order. In no case shall a TDL require the contractor to incur costs over and above the incrementally funded amount of the task order. In the event the contractor believes a

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TDL exceeds the scope, price or funding of the task order, he shall immediately bring this to the attention of both the COTR and contracting officer in writing.

15.2 Rights In Data - Advance Approval for Dissemination of Project Information Prior to Contract Completion

The Contractor agrees not to disclose, verbally or in writing, information pertaining to the results or findings of work (including data base files, analyses, draft or final papers and reports) for the period of an individual delivery order under this contract without obtaining prior written approval of the task order officers. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying: who or what is generating the request for advance information; when and how project results/information would be released; and what information would be released. Failure to receive response to the task order officers does not constitute approval for releasing information.

16. Conclusion of Contract.

The continued operation of the UFMS has already been stressed in this document. As a result, the Contractor will be required to provide the Project Manager and Senior Analyst services to the succeeding vendor in the event that the incumbent is not awarded a follow-on contract. The labor rates for any extensions shall be the rates in effect at the conclusion of this contract (see FAR 52.217-8 Option to Extend Services and FAR 52.237-3 Continuity of Services (JAN 1991) included in Section I of this contract).

17. HHS-Controlled Facilities and Information Systems Security

(a) To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

(b) To gain routine physical access to an HHS facility, logical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigation procedures contained in the following documents:

- (1) HHS Information Security Program Policy

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(2) HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005

(3) HHS HSPD-12 Policy Document, v. 2.0

(c) This contract/order will entail the following position sensitivity level(s): **To be Determined.**

(d) The personnel investigation procedures for Contractor personnel require that the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (NACI) with fingerprinting. More restricted positions, i.e., those above non-sensitive, require more extensive documentation and investigation.

As part of its proposal, and if the anticipated position sensitivity levels are specified in paragraph (c) above, the Offeror shall notify the Contracting Officer of (1) its proposed personnel who will be subject to a background check/investigation and (2) whether any of its proposed personnel who will work under the contract have previously been the subject of national agency checks or background investigations.

(The Contracting Officer shall include the following sentence in each *contract/order* as the concluding sentence in paragraph (d) in lieu of the solicitation language: “The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.”)

(e) Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays – see FAR 52.249-14.

Accordingly, if position sensitivity levels are specified in paragraph (c), the Offeror shall ensure that the employees it proposes for work under this contract have a reasonable chance for approval.

The Contracting Officer shall include the following sentence in each *contract/order* as the concluding sentence in paragraph (e) in lieu of the solicitation language: “Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.”)

(f) Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer’s

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discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).

(g) The Contractor shall include language similar to this “HHS-Controlled Facilities and Information Systems Security” language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

(h) The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.

(i) Within 7 calendar days after the Government’s final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.”

18. KEY PERSONNEL HHSAR 352.270-5 (APR 1984):

The labor categories outlined in the Statement of Work are identified as key personnel.

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate

19. FAR 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

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

**20. 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—
Commercial Item Acquisition. (Feb 2007)**

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

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(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

**A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CONTRACT CLAUSES**

1. 52.212-1- Instructions to Offerors—Commercial Items (June 2008)
2. 52.212-2 -Evaluation-Commercial Items, or other description of evaluation factors for award (JAN 1999)
3. 52.212-3- Offeror Representations and Certifications—Commercial Items.(August 2009)
4. 52.212-4 Contract Terms and Conditions-Commercial Items (March 2009), Alt I
5. 52.227-14 Rights in Data-General (JUN 1987)
6. 52-237-3 Continuity of Services (JAN 1991)

**B. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3)
CLAUSES**

1. 352.202-1 Definitions - Alternate I (JAN 2001)
2. 352.224-70 Confidentiality of Information (APR 1984)
3. 352.232-9 Withholding of Contract Payments (APR 1984)
4. 352.270-1 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JAN 2001)
5. 352.270-6 Publication and Publicity (JUL 1991)
6. 352.270-7 Paperwork Reduction Act (JAN 2001)
7. 352.239-70 Standard for Security Configurations
8. 352.239-71 Standard for Encryption Language

C. ARRA CLAUSES

