



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Division of Acquisition Management, SAS
Room 5-101, Parklawn Building
5600 Fishers Lane
Rockville, MD 20857

February 5, 2010

Dear Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Solicitation OS27582. 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 the National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) CIO-SP2i Task Order holders only.

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

SF1449

Attachments 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 proposals through the NITAAC website. To confirm that all electronic submissions are successfully captured by the NITAAC website please e-mail Matthew Gormley at Matthew.Gormley@psc.hhs.gov stating that 'company has submitted questions/proposals through the NITAAC website.' Offerors must reference the solicitation number OS27582 on all correspondences.

All questions must be submitted by **4:00 PM EST on February 12, 2010**. The questions and answers will be posted through the NITAAC website.


An electronic copy of your complete proposal must be received through the NITAAC website no later than **4:00 PM EST on February 26, 2010**. All proposals shall be marked with the solicitation number OS27582.

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

This RFP 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.

There are similar ONC solicitations that will be issued via the NITAAC vehicle. The Government is encouraging Offerors to consider responding to those solicitations as well as this one.

If any additional information is required, please contact Matthew Gormley via email at Matthew.Gormley@psc.hhs.gov.


Matthew Gormley
Contract Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

| | | | |
|--|-------------------------|--|---|
| 1. REQUISITION NUMBER | | PAGE 1 OF 1 | |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER OS27582 |
| 7. FOR SOLICITATION INFORMATION CALL: Matthew Gormley | | b. TELEPHONE NUMBER (No collect calls) 301.443.7814 | 6. SOLICITATION ISSUE DATE 02/05/2010 |
| | | | 8. OFFER DUE DATE/ LOCAL TIME 02/26/2010 |

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|---|------|--|---|---|
| 9. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville, MD 20857 | CODE | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: SIZE STANDARD: | <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | % FOR: <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) |
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| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING |
| | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |

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| 15. DELIVER TO | CODE | 16. ADMINISTERED BY DHHS/PSC/SAS/DAM | CODE |
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| 17a. CONTRACTOR/OFFEROR | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY | CODE |
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| TELEPHONE NO. | <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
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| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| 1 | ARRA REQUIREMENT: This solicitation is issued subject to the availability of funds / FAR 52.232-18 Availability of Funds (APR 1984) Standards and Interoperability Nationwide Health Information Network (NHIN) Real World Demonstrations and Emergent Pilots <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | 1 | EA | | |

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| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) |
|---------------------------------------|---|

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|---|--|
| <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. ADDENDA | <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 1 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 | <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) |
|--------------------------------------|--|

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| 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 |
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DESCRIPTION AND SPECIFICATIONS

1. Project Title: Standards and Interoperability Nationwide Health Information Network (NHIN) Real World Demonstrations and Emergent Pilots
2. Period of Performance: 24 Months after date of award
3. Contract Type: Time & Material
4. Place of Performance: Contractor's site
5. Purpose of Task Order: The purpose of this task order is to create demonstration sites or Real World pilots of Nationwide Health Information Network (NHIN), which is a network, developed by the Office of the National Coordinator for Health Information Technology (ONC) and which is currently in a demonstration phase.

The Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 states that the National Coordinator shall perform duties in a manner consistent with the development of a nationwide health information technology infrastructure that allows for the electronic use and exchange of information that will meet several goals to include the improvement in the coordination of care and information among hospitals, laboratories, physician offices, and other entities through an effective infrastructure for the secure and authorized exchange of health care information. The information exchange cannot be effective without appropriate standards and common adoption of those standards. The HITECH Act also highlights the need for standards and interoperability specifications to support health information exchange. This program will support effective exchange of health information and support overall goals of higher quality and more efficient health care for all Americans.

The Nationwide Health Information Network (NHIN) is a program within the Office of the National Coordinator for Health Information Technology (ONC) that was initiated in 2004 to improve the quality and efficiency of healthcare by enabling secure, nationwide health information exchange. The NHIN is the result of creating specialized applications and governing policies on top of a common infrastructure – the Internet – for the purpose of sharing information for health services. At the heart of the NHIN is information – the ability to securely exchange electronic health data across organizational boundaries while respecting patient privacy rights.

The NHIN is much more than a network infrastructure. It is a composite of the organizations, technologies, standards, policies, governance and regulations that must be in place to enable secure health information exchange throughout the country, in a way that is open to all. It includes communities interested in exchanging data, tools and information technology to support that exchange, and trust relationships that allow data to be exchanged.

It will be important to evaluate the effectiveness of this program in establishing information exchange capability by studying the outcome of interoperability

specifications development and prioritization as well as results of the reference implementation.

The contractor selected for this program will be required to cooperate with an ONC funded contractor who will be performing a global evaluation to assess the combined impact of the HITECH programs.

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 an interoperability infrastructure for providers and consumers as necessary.

Nationwide Health Information network (NHIN) is an interoperability infrastructure that has been piloted and is in its demonstration phase at 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 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.

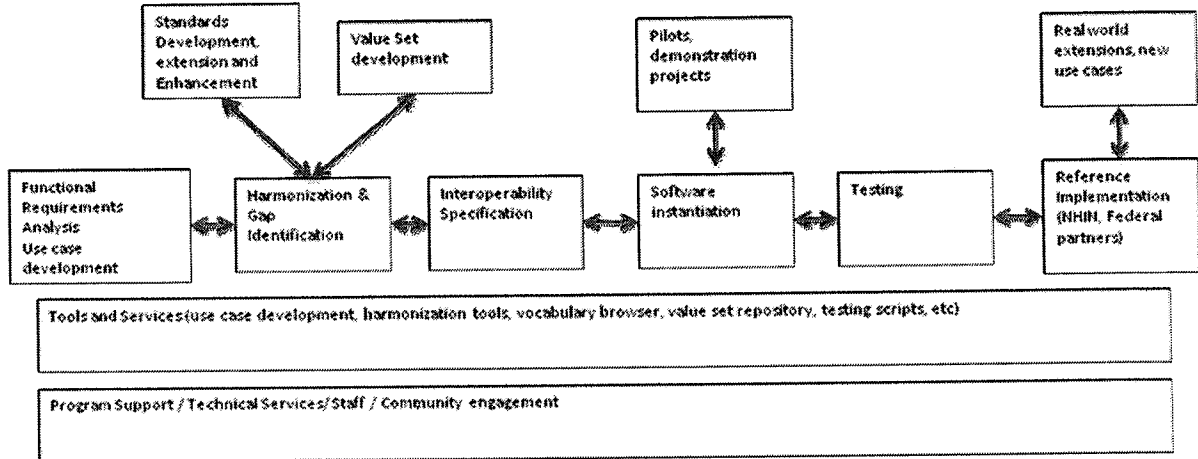
Meaningful use incentives will be available to health care providers beginning in FY 2011 based on their Medicare and Medicaid coverage status and other statutorily defined factors. This includes eligible health care professionals and acute care hospitals and takes into consideration adjustment factors 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 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 has 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



Each task will fit into ONC's Standards and interoperability framework. This framework 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 ONC.

For each task, there will need to be coordination with other tasks in the process. Tasks such as community engagement or architectural support may span multiple tasks.

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. 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 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.

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 purpose of this project is to develop NHIN Demonstrations and Emergent Pilots. Although a reference implementation and interoperability standards provide value to the community through a thorough assessment of the technology, support for established standards, and vetting within the HHS, consumer, and other stakeholders, these are refined and extended through real-world pilots and demonstrations. This is the equivalent of taking a new medical therapy out of a controlled clinical trial, and assessing the value of that therapy in a real world setting. These real-world pilots evaluate not only the technology and standards, but also provide a test-bed to evaluate the interaction of technology, participation agreements, interim governance, implementation support, and operational infrastructure required to support interoperability among healthcare stakeholders. To support refinement of the reference implementation and interoperability specifications, ONC will fund limited, but real world demonstration pilots. These activities will provide the necessary implementation feedback on problems; risks and lessons learned to standards harmonization and specifications refinement processes. This is the final step of feedback to the standards development process, and will provide real-world vetting for the standards activities.

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.

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

8. Government Furnished Property: None.

9. Place of Performance: All contractor personnel will be required to work offsite at the contractor's designated facilities as directed.

10. Rights in Data: All data produced under this task 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 this task order without obtaining prior written approval of the COTR. 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 from the COTR does not constitute approval for releasing information.

Statement of Work

The contractor shall complete the following tasks. These tasks include, but are not limited to:

1. Contract-Level and Task Order (TO) Management
2. Establish and Manage a Process for Performing NHIN Demonstration and Pilots
3. Plan NHIN Demonstrations and Pilots
4. Demonstrate NHIN Capabilities
5. Provide Real World Feedback

The contractor selected for this program will be required to cooperate with an ONC funded contractor who will be performing a global evaluation to assess the combined impact of the HITECH programs.

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

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 the Contracting Officer Technical Representative (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 the period of performance of this task order.

1.3 Post Award Meeting

Meet with the COTR and other ONC staff, within two (2) weeks of award, 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, oversight, and configuration management applied to the task order.

Task 2 – Establish and Manage a NHIN Demonstration and Pilots Process

The contractor shall establish a process for soliciting and awarding bidders tasks for performing NHIN Demonstrations and Pilots. Initiation of demonstrations and pilot will occur through established NHIN processes and governance. The project COTR will be responsible for tasking the contractor with new demonstrations or pilots.

Demonstration/Pilot details will be documented in the form of a technical direction letter (TDL). The TDL will provide the necessary technical and business requirements and constraints for the contractor to execute the demonstration/pilot. Upon receipt of the TDL, the contractor shall exercise the process established to support this contract.

2.1 – Establish and Manage a Demonstration and Pilot Process

- The contractor shall establish a process to be used for performing NHIN Demonstrations and Pilots.
- Upon approval of the process plan and receipt of a TDL for specific Demonstration or Pilot, the contractor shall manage one or more concurrent or overlapping NHIN Demonstrations/Pilots.
- For each completion of a NHIN Demonstration/Pilot the contractor shall document and provide a “NHIN Demonstrations/Pilots Lessons Learned” documenting the findings of the investigation.
- During execution of and at the completion of a NHIN Demonstration/Pilot, the contractor shall provide feedback into the Standards and Interoperability Framework. The specific feedback required will be specified in the TDL.

Task 3 – Plan NHIN Demonstrations and Pilots

- For each NHIN Demonstration/Pilot the contractor shall plan and publish a work plan and milestones of NHIN demonstrations. The contractor should plan for at least 4 demonstration/pilots per year.
- Develop and maintain NHIN Demonstration schedules and plans, updated regularly, summarizing the progress, issues/risks, and expected outcomes for the demonstration/pilot.
- Work with Specifications Factory and other teams to integrate timing of demonstrations with releases of NHIN specifications.

Task 4 – Demonstrate NHIN Capabilities

- Develop demonstrations and pilots of NHIN capabilities between at least two separate entities involving the exchange of health information.
- Provide publicly available demonstrations of the developed functionality at venues negotiated with the project COTR.
- Make records of the demonstrations freely available for publication by the NHIN program.

Task 5 – Provide Real World Feedback

- Provide feedback into the NHIN processes on problems, risks, issues, and modifications necessary to NHIN specifications and standards as revealed by the real world demonstrations and pilots.

Provide lessons learned report summarizing the relevant findings and any recommendations for each demonstration or pilot.

Software funded by the demonstrations and pilots will be distributed free of charge under an open license. The means of distribution will be determined by the COTR.

Additional Guidance for 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 total not to exceed amount of the task order. In the event the contractor believes a TDL exceeds the scope, price or funding of the task order, they shall immediately bring this to the attention of both the CO and COTR in writing.

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

| Deliverable | Deadline |
|---|--|
| TASK 1: Contract-Level and Task Order Management | |
| 1.2 Task Order Management Plan | Draft – 15 days after award, Final – 30 days after award, update as required |
| 1.4 Monthly Reports | Monthly, on 10th business day |
| Task 2: Establish and Manage a Process for Performing NHIN Demonstrations and Pilots | |
| 2.0 Demonstration and Pilot Process | Within one month after award |
| 2.1 Demonstration and Pilot Plan | Prior to each demonstration/pilot |
| 2.1 Proceedings Record | As Needed |
| 2.1 NHIN Demonstrations/Pilots Lessons Learned | At completion of each demonstration/pilot |
| 2.1 NHIN Demonstration/Pilot feedback | At completion of each demonstration/pilot |
| TASK 3: Plan NHIN Demonstrations and Pilots | |
| 3.0 Demonstration and Pilot Schedule and Plan | 2 months after award, then monthly updates |
| TASK 4: Demonstrate NHIN Capabilities | |
| 4.0 NHIN Demonstrations/Pilots | At least 4 annually |
| 4.0 Record of demonstrations | Within 1 week of each demonstration/pilot |
| TASK 5: Demonstrate NHIN Capabilities | |
| 5.0 Lessons Learned Paper | Within 1 month of each demonstration/pilot |

Performance Requirements

The Performance Requirements Summary (PRS) below lists requirements that the Government will evaluate. The absence of any task order requirement from the PRS shall not detract from its enforceability nor limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default".

| Required Tasks | Task Standard | Method of Surveillance | Standard to be Met |
|--|--|---|---|
| Task 1.2 Task Order Management Plan | Technical approach described in the Task Order Management Plan is effective for managing organizational resources and management controls to be meet cost, performance, and schedule requirements throughout task order execution. | The COTR will review and provide comments | Plan is comprehensive and submitted in a timely manner and submitted 15 days after award and final includes COTR comments |
| Task 1.4 Monthly Reports | Monthly reports provide detailed information on the effectiveness and accomplishments of task management, oversight, and configuration management applied to the task order and relative outcomes | The COTR will review and provide comments | Reports are submitted on time includes COTR comments |
| Task 2.1: Establish and Manage a Process for Performing NHIN | Process is effective for performing NHIN | The COTR will review and provide comments | Process is established within one |

| Required Tasks | Task Standard | Method of Surveillance | Standard to be Met |
|---|--|---|---|
| Demonstrations and Pilots | demonstrations and pilots | | month of award |
| Demonstrations and Pilots Plan | Plan is well documented and is in accordance with Task 2.1.above | The COTR will review and provide comments | Plan is submitted one week prior to demonstration/pilot |
| Proceedings Record | Record documents meetings for NHIN Demonstration/ Pilot | The COTR will review and provide comments | Proceedings record is comprehensive and submitted in accordance with the COTR's direction |
| NHIN Demonstrations/Pilots Lessons Learned | Document lessons learned into the Standards and Interoperability Framework in accordance with the guidance specified in the TDL. | The COTR will review and provide comments | Document is submitted in a timely manner |
| NHIN Demonstrations/Pilots Feedback | Document feedback into the Standards and Interoperability Framework after each demonstration/pilot in accordance with the TDL. | The COTR will review and provide comments | Feedback is submitted in a timely manner |
| Task 3: Demonstration and Pilot Schedule and Plan | NHIN Demonstration schedules and plans are updated regularly, and | The COTR will review and provide comments | Documents are submitted in a timely manner |

| Required Tasks | Task Standard | Method of Surveillance | Standard to be Met |
|---------------------------------------|--|---|--|
| | summarize the progress, issues/risks, and expected outcomes for the demonstration/ pilot. | | |
| TASK 4: Demonstrate NHIN Capabilities | Develop demonstrations and pilots of NHIN capabilities between at least two separate entities involving the exchange of health information | The COTR will review and provide comments | Documents are submitted in a timely manner |
| Task 5 Lessons Learned Paper | Lessons learned paper summarizes relevant findings and any recommendations for each demonstration or pilot. | The COTR will review and provide comments | Documents are submitted in a timely manner |

Performance Requirements

Incentives

Performance Incentives: The PRS outlines the criteria and performance objectives against which this task order will be evaluated. Based on the results of the quality assurance determination, the following performance incentives may be invoked at the discretion of the Government:

Positive Incentives may be applied if the quality assurance determination finds that the Contractor has exceeded expectations.

1. If performance has exceeded minimum standard for 4 months, reduce Government oversight of contractor reporting.

2. If performance exceeds standard, record details in the quality assurance determination and make available for past performance evaluation.

Negative Incentives may be applied at the discretion of the Government if the quality assurance determination finds that performance falls below the standard:

1. If performance is below identified minimum standards, details will be recorded on the quality assurance determination and made available for past performance evaluation.
2. If performance is below minimum standards as set forth in the PRS, Government oversight of Contractor reporting will be increased.
3. If performance is below minimum standards, the Government can require the Contractor to perform remedial work at the Contractor's expense.

INSTRUCTIONS TO OFFERORS

The Government intends to award a task 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 single-spaced pages using font sizes no smaller than 12-point for volume text and no smaller than 8-point, single-spaced for text within graphics, tables, headers, and footer. The pitch shall be Times New Romans in Word format (MS Word 2003). All pages should be numbered. Any pages over 25 will not be considered. The page limit excludes resumes and past performance references and can be single-spaced. Resumes or CVs are only required for key personnel. Brief biographical sketches of other personnel may be provided and do not count against the 25 page limit.

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) and 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 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.

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.

A.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 RFP number, and the title of the RFP should appear on the cover. (Excluded from the 25 page limit)
2. Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily. (Excluded from the 25 page limit)
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. (Excluded from the 25 page limit)
4. Technical/Management Approach
5. Personnel Qualifications and Expertise
6. Discussion and Understanding of the Project
7. Past Performance (Excluded from 25 page limit)

A.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 RFP), hours, rates, and pricing for all proposed materials, and necessary travel (if applicable). The text portions of the Business Proposal should be single-spaced.

B. 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 RFP. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. The Offeror should show that the objectives stated in the RFP 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. Personnel Qualification and Expertise – 35 points maximum
3. Discussion and Understanding of the Project – 30 points maximum

MAXIMUM TECHNICAL SCORE = 100 POINTS

4. Past Performance—

The past performance will not be included in the Technical score of 100 possible points and will be given a separate rating of up to 10 possible points. Past performance references shall be included as part of the technical proposal. Past performance references will not count towards page limit.

The past performance will not 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 a Performance-Based Time and Material type task order. The staff-loading chart included in the technical proposal should be consistent with the information provided in the business proposal.

Offerors, at a minimum, shall submit business proposals in sufficient detail for the Government to determine that the estimated cost is realistic and consistent with the proposed technical approach.

Cost Information

The Offeror shall prepare a business proposal that contains all information necessary to allow for a comprehensive evaluation of the costs proposed. The business proposal shall consist of pricing discounts with the proposed labor categories and hours and an accompanying narrative that fully describes all assumptions made by the Offeror.

The pricing shall identify each category of labor proposed for performance mapped to the applicable CIO-SP2i master contract labor category, provide the price, show the proposed discounts for the rate, and the rate proposed for the particular labor category inclusive of the discount.

EXAMPLE:

| Labor Category: | CIO-SP2i Rate: | Discount%: | HHS Rate: | Gov't Est. Hours | Total: |
|------------------------|---------------------------|-------------------|------------------|-----------------------------|---------------|
| Program Manager | \$80.00 | 10% | \$72.00 | 1,920 | \$138,240 |

The pricing information shall include a completed Pricing Table with a breakdown of estimated costs for accomplishing each task/objective in the SOW.

Include all other direct costs associated with the performance of the required services (e.g., consultants, transportation/ travel, supplies and equipment, communications, etc.). A complete explanation for each item of other direct cost detailing the rationale used in developing the cost. In addition, the Offeror shall submit supporting documentation that will facilitate the determination of whether the amounts proposed are fair and reasonable, e.g., vendor quotes for commercial-off-the-shelf products or services.

These items are critical, as the Government will evaluate the Offeror's proposal for reasonableness and completeness/ accuracy. An analysis will be done on a "total price" basis.

Cost proposals will be evaluated and compared to overall technical scores subsequent to the technical evaluation according to best-value principles.

Standard Form 1449 shall be signed by an official authorized to bind your organization.

D. Award Basis.

The technical evaluation will be conducted in accordance with the evaluation criteria above. The Government may award a task 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.

Award will be made to that responsible Offeror whose proposal contains the combination of evaluated factors offering the best overall value to the Government. This will be determined by comparing differences in technical merit and past performance with differences in price to the Government. In making this comparison, the Government is more concerned with obtaining superior technical merit and past performance. However, the Government will not make an award at a significantly higher cost to the Government to achieve only slightly superior technical merit.

price is the

E. HHSAR 352.270-19(a) Electronic and Information Technology Accessibility (XXXXXXX 2008)

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Provisions (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit:

- (1) Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and

(2) Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

Accordingly, any vendor submitting a proposal/quotation/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility provisions. Information about Section 508 is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

The Section 508 standards applicable to this solicitation are identified in the Statement of Work/Specification/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products and/or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products and/or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government – i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its expense.

(End of provision)

F. Estimated Level of Effort

To assist Offerors in the preparation of their proposals, the Government presents the following description of the level of efforts only as an estimate. Offerors are expected to make an independent assessment of the resources required to perform the tasks described in the Statement of Work.

| <u>Labor Category</u> | <u>Estimated Hours</u> |
|---------------------------------|------------------------|
| Program Manager – Key Personnel | 1825 |
| Project Manager – Key Personnel | 4465 |
| Senior Functional Analyst | 4465 |
| Application Systems Analyst | 4465 |
| Web Software Developer | 8001 |
| Quality Assurance Specialist | 4499 |
| Documentation Specialist | 3700 |
| Senior Systems Architect | 4465 |
| Technical Writer/Editor | 4465 |

Proposal Evaluation Criteria

Standards and Interoperability Nationwide Health information Network (NHIN)
Real World Demonstrations and Emergent Pilots

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 will be evaluated on how they plan to staff, manage and accomplish the tasks as contained in the SOW. The proposal will be evaluated with respect to adequacy of staffing, quality and business practices (e.g. attention to customer service awareness and response), experience, assuring quality service, minimizing personnel turnover of both key and non-key personnel, and ensuring timely delivery of services. 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. Personnel Qualifications and Expertise – (35 points maximum)

The offerors will be evaluated on demonstrated experience of their personnel in areas such as Health IT information exchange, industry standards, NHIN solutions, and health information exchange operations. 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 order.

3. Discussion and Understanding of the Project – (30 points maximum)

The Offeror will be evaluated on their understanding of the project through the discussion and their response to this RFP. The Offeror must demonstrate understanding of the overall program and the importance of this project to achieving the overall vision of widespread use of electronic health records. The Offeror should also be familiar with NHIN Program, its goals, objectives, and vision as well as its operations. 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.

MAXIMUM TECHNICAL SCORE = 100 POINTS

4. Past Performance-Evaluation Scheme (10 points)

proposed subcontractors

Offerors should note that Past Performance is related to the "quality" and how well a Contractor performed the services under a contract. Experience information necessary for evaluation of the technical evaluation factors should NOT be listed in the past performance submission.

Offerors shall submit the following information as part of their proposal:

- a. A list of five (5) completed or active contracts for related or similar services. The Government will evaluate past performance on contracts that are similar in nature to the requirements of this RFP. Contracts listed shall include those entered into with the Federal Government, agencies of state and local Governments or commercial customers. Include the following information for each contract:
 1. Name of Contracting Organization;
 2. Contract Number;
 3. Contract Type;
 4. Total Contract Value;
 5. Description of Requirement;
 6. Contracting Officer's Name, Telephone Number, Facsimile Number and **E-mail Address**;
 7. Contracting Officer's Technical Representative's (COTR) Name, Telephone Number, Facsimile Number and **E-mail Address**; and
 8. Explanation/Comments Regarding Problems Encountered and Corrective Actions Taken.
- b. Each Offeror will be evaluated on its performance under existing and prior contracts which are similar in nature to the requirements of this RFP. The Government is not required to contact all references provided by the Offeror. Also, references other than those identified by the Offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the Offeror's past performance. Information for the evaluation of past performance will be randomly requested from the list of references (see paragraph a. above) or other sources as previously stated. Performance information will be used for both responsibility determinations and as an evaluation factor to be scored.
- c. Offerors are further advised that thorough and complete past performance information is required. Explanations/comments regarding problems encountered and corrective actions taken shall be addressed as a part of the quote submitted in response to this solicitation. The Government will take the Offeror's comments into consideration when conducting its past performance evaluation. **OFFERORS MAY NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE.**

When evaluating past performance, the Government will focus on the areas of Quality of Service, Timeliness of Performance, Price/Cost Control, and Customer Satisfaction.

In particular, past performance relevant to Health IT information exchange and NHIN operational support will be considered highly.

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 COTR.

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 by the SOW 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 SOW to the COTR.

The items 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. 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. 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.

8. 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. | President's Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4th |
| 6. | Labor Day | First Monday in September |
| 7. | Columbus Day | Second Monday in October |
| 8. | Veteran's Day | November 11th |
| 9. | Thanksgiving Day | Fourth Thursday November |
| 10. | Christmas Day | December 25th |

9. Invoice Submission

- a. The Contractor shall submit one monthly original invoice complete with all required back-up documentation to the Contract Specialist, Matthew Gormley, at Matthew.Gormley@psc.hhs.gov or sent by U.S. mail and addressed as follows:

DHHS/Program Support Center
Division of Acquisition Management
Attn: Matthew Gormley
Parklawn Building, Room 5-101
Rockville, Maryland 20857

One complete copy of each invoice with backup documentation shall be emailed to the COTR. Reference section 12.3 for the COTR's email address.

Three hard copies of all invoices with all required back-up documentation shall be sent directly to the Finance Office for payment or an electronic copy of all invoices with all back-up documentation may be e-mailed to psc_vouchers.cpmnt@psc.hhs.gov. It is the responsibility of the Contractor to verify that the Finance Office has received its invoice. Calls concerning contract payment shall be directed to the general help-line number on (301) 443-6766. The address for the Finance Office responsible for payment is:

DHHS/Program Support Center
Financial Management Services/DFO
Commercial Payments Section
Parklawn Building, Room 16A-12
5600 Fishers Lane
Rockville, Maryland 20857
Telephone Number: 301-443-6766

- b. The Contractor agrees to include the following information on its invoice:
1. Contractor's name, invoice number and date;
 2. Contract Number and Task Order Number;
 3. Employee name and title (labor category); the loaded hourly rate; number of hours used during the month; number of hours remaining for the task order period; dollar amount billed for the month; cumulative dollar amount billed to date for the task order period; the balance remaining for the task order period;
 4. Payment terms;
 5. Tax identification number;
 6. Signature of an authorized official certifying the voucher to be correct and proper for payment;
 7. Contractor's complete remittance or check mailing address; and
 8. COTR's name and telephone number.
- c. Contractor employees shall record all actual hours worked on time sheets on a daily basis whether the employees are working at an on-site location or off-site location. The time sheets shall be the official time records for payment purposes under this task order. The Contractor shall only be reimbursed for time actually worked by its employee(s) as indicated on the time sheets. The Contractor shall not be reimbursed for employee lunch hours or employee absence due to scheduled leave, sick time, Contractor holidays, or Government holidays. Payment for actual hours worked shall be earned in increments of one-half (1/2) hour. The Contractor shall submit the time sheets as backup documentation with the monthly invoices. In addition to the time sheets, the Contractor shall submit a chart showing the following information for each labor category: 1) the loaded fixed hourly rate; 2) the number of hours proposed; 3) the number of hours used during the billing period; 4) the number of hours remaining for the task order period; 5) the dollar amount being billed for the month; 6) the cumulative

dollar amount billed to date for the task order period; and 7) the balance remaining for the task order period.

d. **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)

10. Invoice Payment

In consideration of satisfactory performance of the work as described throughout this order, the Government will pay the Contractor the hourly rates negotiated in this task order. 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 task order. 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, and if necessary be grounds for “Termination for Cause.”

It is agreed that failure to: accomplish any work required under this task order; 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 task order.

11. Authorization of Government Personnel

Notwithstanding the Contractor’s responsibility for total management during the performance of this task order, the administration of the Task order will require maximum coordination between the Government and the Contractor. The following individuals will be the Government’s points of contact during the performance of this task order:

1. Contract Specialist

All order administration shall be performed by Matthew Gormley, Contract Specialist, Division of Acquisition Management, Parklawn Building, Room 5-101, 5600 Fishers Lane, Rockville, Maryland 20857, (301) 443-7814, Matthew.Gormley@psc.hhs.gov .

2. Contracting Officer

The PSC Contracting Officer is the only individual authorized to modify this order. The Contracting Officer responsible for administrative and contractual issues concerning this task order is:

Mr. Clint Druk
HHS/Program Support Center
Division of Acquisition Management, SAS
5600 Fishers Lane, Room 5-101 Parklawn
Rockville, Maryland 20857

3. Contracting Officers' Technical Representative Appointment and Authority

The name and address of the COTR assigned to this project is:

(To be determined upon 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 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."

12. Travel Costs: (if applicable)

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. Travel costs shall be incurred and billed in accordance with FAR Part 31. Costs for these expenses will be reviewed and certified by the COTR and approved by the Contracting Officer. All travel and transportation shall utilize commercial sources and carriers provided the method used for the appropriate geographical area results in reasonable charges to the government. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with the standard per diem rates in the Federal Travel Regulation.

13. Special Contract Requirements

13.1 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 total not to exceed amount of the task order. In the event the Contractor believes a 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.

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

The following labor categories are identified as key personnel:

Program Manager

Project Manager

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.

15. Contractor Performance Evaluation

During the life of this order, the Contractor's performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The evaluation will be conducted utilizing the National Institutes of Health Contractor Performance System (CPS). The Contractor shall register in the CPS. The CPS may be accessed by the Contractor at <https://cpsContractor.nih.gov>.

16. 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 prior to contract expiration.

**17. 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.
- (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.

18. Organizational Conflicts of Interest - General

The Contractor warrants that, to the best of their knowledge and belief, and except as otherwise set forth in this task order, they do not have any organizational conflict of interest as defined in the paragraph below.

The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

The Contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this task order, he shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interests of the Government.

In the event that the Contractor was aware of organizational conflict of interest prior to the award of this task order and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the task order at no cost to the Government.

19. 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 (FAR) (48 CFR CHAPTER 1) CONTRACT CLAUSES

| | FAR | |
|----|-------------------|---|
| | <u>Clause No.</u> | <u>Title and Date</u> |
| 1. | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (APR 2008) |
| 2. | 52.212-4 | CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2009) |
| 3. | 52.215-2 | AUDIT AND RECORDS – NEGOTIATION (MAR 2009) |
| 4. | 52.224-1 | PRIVACY ACT NOTIFICATION (APR 1984) |
| 5. | 52.224-2 | PRIVACY ACT (APR 1984) |
| 6. | 52.227-17 | RIGHTS IN DATA – SPECIAL WORKS (JUN 1987) |

7. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

| HHSAR | | |
|-------|-------------------|---|
| | <u>Clause No.</u> | <u>Title and Date</u> |
| 1. | 352.202-1 | DEFINITIONS (JAN 2006) |
| 2. | 352.224-70 | CONFIDENTIALITY OF INFORMATION (JAN 2006) |
| 3. | 352.270-6 | PUBLICATIONS AND PUBLICITY (JAN 2006) |
| 4. | 352.270-7 | PAPERWORK REDUCTION ACT (JAN 2006) |
| 5. | 352.270-10 | ANTI-LOBBYING (JAN 2006) |

20. 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (Feb 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror

elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (7) [Reserved]

___ (8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

- (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (29) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (30) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (31) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (37) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232-33, Payment by Electronic Funds Transfer— Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

X (39) 52.232-34, Payment by Electronic Funds Transfer— Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (42) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records

