February 18, 2010

Dear Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Solicitation 10-233-SOL-00072. 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 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 Tory Estabrook at Tory.Estabrook@psc.hhs.gov stating that ‘company has submitted questions/proposals through the NITAAC website.’ Offerors must reference the solicitation number 10-233-SOL-00072 on all correspondences.

All questions must be submitted by 3:00 PM EST on February 25, 2010. The questions and answers will be posted on the NITAAC website.

An electronic copy of your complete proposal must be received through the NITAAC website no later than 3:00 PM EST on March 11, 2010. All proposals shall be marked with the solicitation number 10-233-SOL-00072.

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 Tory Estabrook via email at Tory.Estabrook@psc.hhs.gov.

Sincerely yours,

Cari Fraser
Cari Fraser
Contract Specialist
ARRA REQUIREMENT - This solicitation is issued subject to the availability of funds (FAR 52.232-18, Availability of Funds (APR 1994)).

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(Use Reverse and/or Attach Additional Sheets as Necessary)
FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (DEC 2009), ALTERNATE II (DEC 2009)

(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)).

(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.]

- (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)).
- (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Continued ...

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32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ NOTED:

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

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. SIR ACCOUNT NUMBER

39. SIR VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECO (YYMMDD)

42d. TOTAL CONTAINERS

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<td>(iii) Alternate II (Mar 2004) of 52.219-6.</td>
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<td>(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).</td>
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<td>(43)(i)</td>
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<td>Alternate I (Apr 2003) of 52.247-64.</td>
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(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.). Continued ...
(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) (41 351, et seq.).
(8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 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.

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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 Retention, of the other clauses of this contract. If this contract is completed or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

Continued ...
(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(A) 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)).
(C) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontract to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(G) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
(L) 52.222-54, Employment Eligibility Verification (Jan 2009).
(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(N) 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). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
DESCRIPTION AND SPECIFICATIONS

1. Project Title: Harmonization of Standards and Interoperability Specifications

2. Period of Performance: Date of award through 24 months

3. Contract Type: Time & Material

4. Place of Performance: At the Contractor’s site

5. Purpose of Contract: The purpose of this requirement is to obtain Contractor support services to harmonize standards and interoperability specifications to achieve ubiquitous implementation of standards, promote wider use of standards, and increased level of interoperability across the nation in health information technology (HIT). The overall purpose of the Office of the National Coordinator for Health Information Technology (ONC) programs is to facilitate and expand the secure, electronic movement and use of health information among organizations according to nationally recognized standards.

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 (HIT) can facilitate, there are four critical prerequisites:

(1) Clinicians and hospitals must acquire and implement certified EHRs in a way that fully integrates these tools into the care delivery process;

(2) 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;

(3) Standards and interoperability is achievable by the providers, consumers and industry; and

(4) 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 a 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 rule can be reviewed at [http://www.gpoaccess.gov/fr/index.html](http://www.gpoaccess.gov/fr/index.html).

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 requirement. Any goals, objectives, and corresponding measures of meaningful use that require Health Information Exchange (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. The electronic health record is interoperable and adheres to
standards adopted by the Secretary. These criteria and standards were recently released in the Interim Final Rule by ONC. To support on-going implementation and adoption of standards and interoperability, ONC has developed a framework that has several key steps which includes NHIN, a critical component of the framework. The overview of framework is provided below.

**Overview of Standards and Interoperability Framework**

**Interoperability/Standards processes**

![Diagram](image)

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 will support all ONC programs and efforts 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.

Standards are foundational to interoperability. Despite all the effort and progress in development and adoption of standards, current standards do not ensure interoperability due to many factors, such as overlap, conflicts and diversity in standards, and implementation specifications. To realize true interoperability, many standards and specifications need to be harmonized, including standards that do not traditionally fall into the commonly accepted healthcare standards, e.g., broader technology standards for data interchange.

**Harmonization of Standards and Interoperability Specifications**

ONC anticipates that there will be many overlapping requirements and standards described in the interoperability requirements of different stakeholders. For example, one use case may need patient demographic information (Age, Sex, Address), while another may describe similar demographic information in a different way (DateOfBirth, Gender, City/State). Supporting interoperability and standardization across use cases will require harmonization of these descriptions and produce an inclusive, consistent view of the interoperability requirements. Integration of different views of health care information into a consistent view is the harmonization process. This process will include merging related concepts, adding new concepts, and mapping concepts from one view of health care information into another view. The harmonized view of patient information will then need to be reviewed by the use case developers to assure that the harmonized elements capture the real-world interoperability of the original use cases. Gaps that are identified will then point towards development of new interoperability standards.

Through an organized process, additions of new standards and creation of new interoperability specifications can be streamlined working across all steps in the standards and interoperability framework. ONC would like to establish an organized process leveraging a proven approach: National Information Exchange Model (NIEM) to support the harmonization effort.

The National Information Exchange Model (NIEM) is a joint federal program which started in 2005 to promote standardization of XML information exchanges. NIEM provides a common vocabulary with terms, definitions, and formats - independent of an individual agency’s database management systems and a structured approach to developing the reference documentation that expresses the NIEM information exchange’s requirements in an implementation ready format – the Information Exchange Package Documentation (IEPD). The process is described below.

NIEM is designed to develop, disseminate, and support enterprise-wide information exchange processes and standards that can enable jurisdictions to effectively share critical information in both emergency and routine situations. Today, NIEM does not include healthcare domain. However, NIEM provides a consistent approach that will help
develop consistent description of use cases and help the healthcare stakeholders. ONC would like to establish a NIEM like process and develop and support healthcare specific tools to meet the unique needs of the ONC communities and the privacy and security concerns of health care consumers. Leveraging the tools and resources available in the NIEM process will help each new case to build on previous use cases and identify overlapping standards as well as missing standards. This can then lead into harmonization process leveraging NIEM model.

Starting from the business case requirements and scenario planning through testing and documentation, the IEPD lifecycle and processes will help develop documentation for standards and implementation specifications.


9. Rights in Data: All data produced under this task order is the property of the Government. The Contractor, including subcontractors, 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 under this contract 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 objective of this task order is to prototype, evaluate, and establish a NIEM like harmonization process for healthcare domain for achieving widely accepted and useful set of standards and interoperability specifications targeted specifically to enable and support widespread interoperability among healthcare software applications, particularly Electronic Health Records (EHRs). The harmonization process shall include the function of reviewing, reconciling, developing, setting, and maintaining standards, the models in NIEM, and interoperability specifications required to achieve interoperability. The scope of standards shall include four categories (based upon recommendations from the Health Information Technology Standards Committee, a federal advisory committee and defined in the IFR). They are:

1. **Content Exchange Standards**: Standards used to share clinical information such as clinical summaries, prescriptions, and structured electronic documents;
2. **Vocabulary Standards**: Standard nomenclature and code sets used to describe clinical problems and procedures, medications, and allergies;
3. **Transport Standards**: Standards used to establish the communication protocol between systems; and
4. **Privacy and Security**: Standards which relate to and span across all of the other types of standards, e.g., authentication, access control, transmission security, and encryption.

Coordination with other steps in the framework is critical to this task order. The Contractor shall coordinate output from the use case development effort and provide input into efforts related to development of standards. The Contractor shall leverage the NIEM process to extend, test, and evaluate a harmonization process for standards, business models, and interoperability specifications that shall include the following:

1. Review list of use cases identified/developed in the use case development step;
2. Identify list of standards and related interoperability specifications for all prioritize use-cases and business requirements to identify related standards for each use case;
3. Identify duplications and gaps within the universe of standards and interoperability specifications (ISs) relevant to use-cases, with proposed resolution and timelines;
4. Develop change management process, a release and dissemination process, and release schedule for harmonized version of standards and ISs;
5. Implementation guidelines for standards and ISs, including how to test the adherence to the specified standards and ISs;
6. Recommend harmonized standards and ISs that can best support use cases and business needs; and
7. Create a model for continuous improvement and implementation of harmonization activities.

NIEM infrastructure includes several mission based domains; Communities of Interest (COIs) that define the data elements within the domains; and building of the relevant
information across domains into NIEM core. The Domain Governance includes each
domain establishing its own stewarding organization comprised of relevant stakeholders
that would manage updates and minor releases. The NIEM Program Management Office
supports cross domain harmonization and maturation of the core for major releases.

During this task order, the Contractor shall establish similar infrastructure for health care
domain to include relevant COIs and a healthcare core consistent with the NIEM core.
The Contractor shall also establish domain governance for the healthcare domain with
participation from all relevant stakeholders and work with the NIEM program
management office to make sure healthcare artifacts are matured and harmonized as
necessary into NIEM core. The Contractor shall perform a convening role in engaging
appropriate stakeholders in identifying and harmonizing standards and implementation
specifications.

The Contractor shall leverage the NIEM and IEPD process to develop consistent
documentation and description. The Contractor shall review the NIEM process and create
a NIEM like process for the healthcare domain and execute the IEPD life cycle key steps
as depicted above. The Contractor shall engage multiple stakeholders who are
represented through an inclusive governance process to ensure an objective, open, and
consensus-driven process and credible results.

The Contractor shall maximize the use of existing processes when appropriate and
collaborative with other HHS health IT Contractors working on various components of
the standards and interoperability framework. The Contractor shall also leverage
deliverables and other artifacts in development of deliverables for this task order, i.e.,
take output from other tasks within the standards and interoperability framework such as
use case development to identify a list of standards and develop artifacts that can be used
by other tasks within the framework such as testing.

Since the use case development and harmonization efforts need to be well coordinated
and integrated with each other, Offerors are encouraged to propose on both task orders if
they have the credentials to perform both tasks successfully.

A. Summary of Tasks

The Contractor shall accomplish, but is not limited to, the following tasks listed below:

1. Contract-Level and Task Order (TO) Management
2. Finalize Harmonization Process
3. Identify Gaps and Develop Strategies for Resolution
4. Harmonize Standards and Interoperability Specifications

Outcomes/Objectives to be accomplished 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:

a. The Contractor shall provide the technical and functional support needed for program management of this SOW including productivity and management methods, such as quality assurance, configuration, work breakdown structure, and resource management.

b. The Contractor shall coordinate organizational requirements, manage projects and schedules, and report progress/issues to COTR.

c. The Contractor shall provide the centralized administrative, clerical, documentation, and other related functions.

d. The Contractor shall manage the work according to the work plan approved by the COTR.

1.2 Task Order Management:

The Contractor shall 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 task order execution.

1.3 Post Award Meeting:

The Contractor shall meet with the Contracting Officer Technical Representative (COTR) and other ONC staff, in a face to face meeting, to discuss the objectives of the task order and any related project issues within two weeks after award. 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 Project Work Plan:

The Contractor shall submit a draft analytical work plan of not more than ten (10) single-spaced pages for the review and approval of the COTR. The work plan shall reflect preliminary discussions and decisions reached during the post-award meeting. The work plan shall include at a minimum, a communication plan to include outreach and updates to all key stakeholders and a chart with the timeframe for draft and final deliverables with specific dates identified.

1.5 Collaboration Meetings:

The Contractor shall participate in meetings and related activities which shall be designated by the COTR, including: 1) attending appropriate Federal Advisory Committee that will develop advice and recommendations for coordinating efforts in the public and private sectors for interoperable HHS health IT adoption; and 2) participating with HHS health IT Contractors and stakeholders such as HHS,
Veterans Affairs (VA), Department of Defense (DoD), Department of Commerce (DoC), Department of Homeland Securities (DHS), National Institutes of Standards and Technology (NIST), and others to gather, evaluate, and apply common use-cases, standards, definitions, priorities, and other actions relevant to the development and evaluation of interoperable health IT.

1.6 Monthly Progress Report:

The Contractor shall provide a monthly progress report monitoring the task management, quality assurance, and financial management applied to the task order. The report should also include progress against milestones, potential risks, and risk mitigation strategies.

1.7 Assistance in Reports and Briefings:

The Contractor shall assist the COTR in developing reports, briefings, and other analyses on an as-needed basis in response to requests from internal/external entities.

Task 2 – Final Harmonization Process

2.1 The Contractor shall leverage/extend the NIEM process and establish a NIEM like harmonization process for the health care domain. The Contractor shall develop a business plan for a self-sustaining harmonization process for standards and interoperability specifications including cost-revenue projections over a 5-year period. As part of the plan, the Contractor shall include the appropriate organizational and operational constructs that are foundational for a sustainable business model.

2.2 The Contractor shall also develop a change management process, dissemination vehicle and process, and release schedule for harmonized standards and IS versions maximizing the use of existing processes where appropriate.

2.3 The Contractor shall provide a complete plan and schedule that describes how standards and ISs may be harmonized and maintained over time, and a recommended release schedule and publicly available dissemination process/channel of the standards relevant to the use-cases.

2.4 The Contractor shall also extend or develop tools if necessary to accelerate the harmonization process. The Contractor shall develop new tools only if the existing tools can not meet the needs of this effort.

Task 3 – Identify Gaps and Develop Strategies for Resolution

The Contractor shall develop the software reference implementation of NHIN capabilities.
3.1 The Contractor shall review all use cases and prepare a thorough listing of all the standards related to these use cases as well as existing interoperability specifications related to these standards. The Contractor shall use as a starting point the health domain and standards available in the industry as well as the ones adopted by the Secretary in the IFR. The Contractor shall discuss and agree on common standards in collaboration with HHS health IT Contractors and appropriate stakeholders such as HHS, VA, and DoD which shall be designated and convened by the COTR.

3.2 The Contractor shall then identify duplications and gaps in both standards and ISs and recommend strategies for resolution. The Contractor shall provide a thorough description of the gaps in the current standards and ISs to meet the relevant use-cases, including missing, incomplete or inadequate standards and ISs. The Contractor shall also provide a thorough description of all duplications, overlaps, or competition among standards and ISs for the relevant use-cases. During this analysis, the Contractor shall maximize the use of existing processes where appropriate and review current projects to align and map standards and ISs supported by other agencies and institutions such as the National Library of Medicine to determine their applicability to the harmonization process. The Contractor shall develop testing criteria that shall be used to test the standard to the relevant use-case.

Task 4 – Harmonize Standards and Interoperability Specifications

4.1 Based up the strategies developed for resolution, the Contractor shall identify specific tasks to resolve gaps and duplications. The effort shall include but not be limited to: finalization of common standards to meet the requirements of the use-cases and common interoperability specifications for each standard. The Contractor shall leverage the testing criteria and test the harmonized standards and interoperability specifications and evaluate the results to identify further modification to standards or ISs.

4.2 The Contractor shall prototype, test, and evaluate implementation guidelines for standards including applicability criteria and adherence tests. The Contractor shall provide a thorough description of issues involved in implementing each selected standard, how to select the standard that applies to a given scenario, and how to verify correct implementation and use of the standards. The Contractor shall collaborate with other federal agencies such as NIST as directed by the COTR.

4.3 The Contractor shall work in close coordination with the use case development team (which will be outward looking and focused on the community and stakeholders) and use the outcome from the effort in the harmonization process which shall be focused on consistency in representation and modeling of the standards and specifications and the specification team which shall be focused
on interacting between the harmonization team and the reference implementation.

B. **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**

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Description</th>
<th>Completion Date – time after award</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 1: Contract and Task-Order Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Task Order Management Plan</td>
<td>Detailed information that addresses: technical approach; resources; Contractor organization structure, staffing plan, company and staff emergency escalation roster; management controls and support procedures.</td>
<td>Draft - 15 days after award. Final – 30 days after award, monthly updates.</td>
</tr>
<tr>
<td>1.2 Monthly Progress Reports</td>
<td>Each progress report shall set forth concise statements concerning activities relevant to providing support services and shall include, as a minimum, the following: A brief 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.</td>
<td>Monthly, on 10th business day</td>
</tr>
<tr>
<td>1.4 Project Work Plan</td>
<td>A written description of proposed process/strategy to execute all tasks, project activities, task prioritization, resource allocation, interdependencies and intersections with other activities and risk mitigation strategies.</td>
<td>Draft – 15 days after award. Final – 30 days after award.</td>
</tr>
<tr>
<td><strong>TASK 2: Finalize Harmonization Process</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Harmonization Process Description and Overview including tools development plan</td>
<td>Description and flowchart of the harmonization process for health care domain (NIEM like process). It shall include self-sustaining harmonization process including cost/revenue</td>
<td>2 months after award; updates as required</td>
</tr>
</tbody>
</table>
C. **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".

<table>
<thead>
<tr>
<th>if required</th>
<th>projections and organizational and operational constructs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2 Change Management Process</td>
<td>Plan and schedule describing how standards and ISs may be harmonized with a recommended schedule for release and plan for dissemination</td>
</tr>
<tr>
<td>TASK 3: Identify Gaps and Develop Strategies for Resolutions</td>
<td>List of use-cases and related standards and interoperability specifications; and list of gaps and duplications related to standards and ISs.</td>
</tr>
<tr>
<td>3.1 Gaps and Duplications</td>
<td>Detail strategies to address gaps and duplications.</td>
</tr>
<tr>
<td>TASK 4: Harmonized Standards and Interoperability Specifications</td>
<td>List of common standards and interoperability specifications for related use-case; test results of these standards and ISs and action plans based upon the test results.</td>
</tr>
<tr>
<td>4.1 Harmonized Standards and Interoperability Specifications</td>
<td>Test results of standards, ISs, and action plans are comprehensive and based upon the test results.</td>
</tr>
<tr>
<td>4.2 Test Results</td>
<td></td>
</tr>
<tr>
<td>Section 508 Annual Report. See HHSAR clause 352.270-19(b).</td>
<td></td>
</tr>
<tr>
<td>Required Tasks</td>
<td>Task Standard</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>1.1 Task Order Management Plan</strong></td>
<td>The management plan shall contain a detailed strategy and technical approach for the successful accomplishment of the objectives and outcomes discussed in the SOW. The organization resources, organization structure, staffing plan, and company emergency escalation roster shall be detailed and clear, and the management controls and support procedures shall be addressed.</td>
</tr>
<tr>
<td>Required Tasks</td>
<td>Task Standard</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1.2 Monthly Progress Reports</td>
<td>Progress reports are relevant and concise in addressing activities and includes:</td>
</tr>
<tr>
<td></td>
<td>• 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;</td>
</tr>
<tr>
<td></td>
<td>• Current and cumulative costs expended;</td>
</tr>
<tr>
<td></td>
<td>• Current and cumulative person-hours expended by labor category during the reporting period;</td>
</tr>
<tr>
<td></td>
<td>• Summary of performance-statistics and service availability.</td>
</tr>
<tr>
<td>1.3 Project Work Plan</td>
<td>A written description of proposed process/strategy to execute all tasks, project activities, task prioritization, resource allocation, interdependencies and intersections with other activities and risk mitigation strategies.</td>
</tr>
<tr>
<td>Required Tasks</td>
<td>Task Standard</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Task 2 - Finalize Harmonization Process</strong></td>
<td></td>
</tr>
<tr>
<td>2.1 Harmonization Process Description and Overview</td>
<td>Description, overview, and flowchart of the harmonization process include self-sustaining harmonization process including cost/revenue projections and organizational and operational constructs.</td>
</tr>
<tr>
<td>2.2 Change Management Process</td>
<td>Plan is comprehensive and includes schedule describing how standards and ISs may be harmonized and maintained over time, recommended release schedule and publicly available dissemination process/channel of the standards relevant to the use-cases.</td>
</tr>
<tr>
<td><strong>Task 3 - Identify Gaps and Develop Strategies for Resolutions</strong></td>
<td></td>
</tr>
<tr>
<td>3.1 Gaps and Duplications</td>
<td>Prepare a list of use-cases and related standards and interoperability specifications; and list of gaps and duplications related to standards and ISs.</td>
</tr>
<tr>
<td>Required Tasks</td>
<td>Task Standard</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3.2 Resolution Strategies</td>
<td>Strategies addressing gaps and duplications are detailed</td>
</tr>
<tr>
<td><strong>Task 4 – Harmonized Standards and Interoperability Specifications</strong></td>
<td></td>
</tr>
<tr>
<td>4.1 Harmonized Standards and Interoperability Specifications</td>
<td>Harmonized standards and interoperability specifications are complete and include finalization of common standards to met the requirements of the use-cases.</td>
</tr>
<tr>
<td>4.2 Test Results</td>
<td>Test results of standards, ISs, and action plans are comprehensive and based upon the test results.</td>
</tr>
</tbody>
</table>
C.1 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 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 Offeror 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. The Offeror shall prepare a technical discussion which addresses evaluation criteria outlined below:

- Technical/Management Approach
- Personnel Qualifications and Expertise
- Discussion and Understanding of the Project
- 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, hours, rates, and pricing for all proposed materials, and necessary travel (if applicable). The text portions of the Business Proposal should be double-spaced.


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.

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:

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>CIO-SP2i Rate</th>
<th>Discount%</th>
<th>HHS Rate</th>
<th>Gov’t Est. Hours</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager</td>
<td>$80.00</td>
<td>10%</td>
<td>$72.00</td>
<td>1,920</td>
<td>$138,240</td>
</tr>
</tbody>
</table>

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.

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

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](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. This estimated level of effort is based on a 24-month period of performance.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Estimated Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager</td>
<td>1,140</td>
</tr>
<tr>
<td>Project Manager</td>
<td>5,160</td>
</tr>
<tr>
<td>Principal Systems Architect</td>
<td>9,320</td>
</tr>
<tr>
<td>Sr. Computer Systems Analyst</td>
<td>23,767</td>
</tr>
<tr>
<td>Sr. Functional Analyst</td>
<td>9,520</td>
</tr>
<tr>
<td>Technical Writer Editor</td>
<td>6,341</td>
</tr>
</tbody>
</table>
Proposal Evaluation Criteria

Standards and Interoperability Harmonization of Standards and Interoperability Specifications

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 Instructions to Offerors.

1. Personnel Qualifications and Expertise – (40 points maximum)

The Offeror will be evaluated on demonstrated experience of their personnel in areas such as Health IT information exchange, industry standards, implementation specifications, interoperability specifications, healthcare standards, security, and privacy. 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. The Offeror will be evaluated on demonstrated experience of key personnel and a description of credentials, availability, roles, responsibilities and the relationship to the Task Order and its implementation. Resumes must be provided for key personnel and subcontractors to support their qualifications.

2. Technical/Management Approach – (30 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.

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

The Offeror will be evaluated on their understanding of the project through the response to this solicitation. 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 adopted standards, NIEM and IEPD artifacts, NHIN program, its goals, objectives, and vision as well as its infrastructure. The Offeror shall not merely repeat or paraphrase the Statement of Work but show an independent understanding of the issues and context and challenges facing this requirement.

MAXIMUM TECHNICAL SCORE = 100 POINTS
4. Past Performance-Evaluation Scheme (10 points)

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 proposal 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.
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 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 a response from the COTR does not constitute approval for releasing information.

Contract Administration

1. Inspection and Acceptance

The Contracting Officer Technical Representative (COTR), as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor’s performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of all deliverables.

2. 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.”

3. Type of Contract

Time and Material

4. Schedule of Deliverables

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

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


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.
6. 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 the quality assurance surveillance plan as the primary criteria to evaluate performance and to assess monetary deductions for non performance as necessary. The Contractor is therefore advised to carefully staff the contract to offer optimal efficiency on each task.

7. 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 1st
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

8. Invoice Submission

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

DHHS/Program Support Center
Division of Acquisition Management
Attn: Cari Fraser
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 10.3 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.cpmt@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)


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 Cari Fraser, Contract Specialist, Division of Acquisition Management, Parklawn Building, Room 5-101, 5600 Fishers Lane, Rockville, Maryland 20857, (301) 443-3025, Cari.Fraser@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:

Rosanna Browning
HHS/Program Support Center
Division of Acquisition Management, SAS
5600 Fishers Lane, Room 5-101 Parklawn
Rockville, Maryland 20857
Phone: (301) 443-6931 Fax: (301) 443-8488
Email: rosanna.browning@psc.hhs.gov

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 (b), 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.”
10. Travel Costs:

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 task order, claimed by the Contractor and accepted by the Contracting Officer.

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:

(a) Reimbursement for travel by air or by rail shall not exceed the cost by the most direct route.

   (1) 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.

   (2) Rail travel. The Contractor shall use coach-class accommodations except as provided under Federal Travel Regulations.

(b) 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.

(c) 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.

Please Note: The Government is estimating that 16 trips to the Office of National Coordinator (ONC) located at 330 C Street, Washington, DC 20201 will be required during the 24-month period of performance of this task order.

11. Special Contract Requirements

11.1 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’s Project Manager as needed over the period of performance. Copies should be provided to the Contracting Officer. 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 ceiling 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 the ceiling price of the task order. In the event the Contractor believes a TDL exceeds the scope or price of the task order, he shall immediately bring this to the attention of both the COTR and Contracting Officer in writing.

12. 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

(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): Level 1 (Non Sensitive).

(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 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.”

13. HHSAR 352.270-19(b) Electronic and Information Technology Accessibility (XXXXXX 2008)

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, and/or used under this contract/order must comply

The Section 508 standards applicable to this contract/order are identified in the Statement of Work/Specification/Performance Work Statement. The contractor must provide a written Section 508 conformance certification due at the end of each order/contract exceeding $100,000 when the order/contract duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor 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 own expense.

In the event of a modification(s) to this contract/order, which adds new EIT products and services or revises the type of, or specifications for, products and services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products and services support Section 508 accessibility requirements. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://508.hhs.gov.

Schedule for Contractor Submission of Section 508 Annual Report

See Attachment B, Item B of the Deliverable Schedule.

14. HHSAR 352.270-5 KEY PERSONNEL (JAN 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

(End of clause)
The individuals cited below are key personnel:

Name ___________________________ Title ___________________________
To be entered upon award.

15. 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.

16. Publications/Audiovisual/Public Affairs Services

The Department of Health and Human Services, requires that prior approval be obtained, in writing, from the Office of the Assistant Secretary for Public Affairs (OASPA), before initiating the production of any item or deliverable that will involve:

a. publications development (print products, electronic bulletin boards, posting on the internet, etc.).

b. public affairs services in excess of $5000.

c. audiovisuals (regardless of the audio, video, or audiovisual medium employed).

The Contractor shall submit a request for approval to the FPO for any items or deliverables that need public affairs clearance prior to development. Please allow 4 - 6 weeks for approval.
Further guidance can be found in the Public Affairs Management Manual (PAMM). The PAMM sets forth the policies governing publications, audiovisuals and exhibits, and public affairs services. Publications are defined in 5-00-15 of the Public Affairs Management Manual (PAMM). Public affairs services are defined in 8-00-20 of the PAMM.

A copy of the PAMM can be downloaded from the following website: http://www.hhs.gov/hhsmanuals/public_affairs.pdf

17. Printing and Duplication

Printing and high volume duplication under this contract are prohibited. However, the Contractor may:

   a. Duplicate or copy less than 5,000 units of only one page, or less than 25,000 units in aggregate of multiple pages for the use of a department or agency. This page limit is per requirement and not per contract. These pages may not exceed a maximum image size of 10¼ by 14¼ inches.

   b. Print an individual order costing not more than $1,000, if the work is not of a continuing or repetitive nature, is certified by the Public Printer, and the work is included in a class of work which cannot be provided more economically through the Government Printing Office (PO). Waivers may be obtained from the Joint Committee on Printing HHS Printing Officer at (202) 690-5521.

The cost of any unauthorized printing or duplicating under this contract will be considered unallowable costs for which the Contractor shall not be reimbursed.

18. 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.

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 prior to contract expiration.
20. FAR 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.

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

This task order 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, a full text of a clause may be accessed electronically at these addresses: FAR – http://www.acqnet.gov/far and HHSAR -

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CONTRACT CLAUSES

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

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