



## DEPARTMENT OF HEALTH & HUMAN SERVICES

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

February 23, 2010

Dear Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Solicitation 10-233-SOL-00080. 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 (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
- Attachment A: Description and Specifications
- Attachment B: Statement of Work/Task Order Deliverables/Performance Standards and Measures
- Attachment C: Instructions to Offerors & Evaluation Criteria
- Attachment D: Non-Disclosure Agreement & Contract Administration
- Attachment E: Subcontracting Plan

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 Charles R. Hicks at [Charles.Hicks@psc.hhs.gov](mailto:Charles.Hicks@psc.hhs.gov) stating that 'company has submitted questions/proposals through the NITAAC website.' Offerors must reference the solicitation number **10-233-SOL-00080** on all correspondences.

All questions must be submitted by **12:00 PM EST on March 1, 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 **12:00 PM EST on March 8, 2010**. All proposals shall be marked with the solicitation number **10-233-SOL-00080**.

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.

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

Program Support Center

If any additional information is required, please contact Charles R. Hicks via email at [Charles.Hicks@psc.hhs.gov](mailto:Charles.Hicks@psc.hhs.gov) or at 301.443.0706.

Sincerely yours,

A handwritten signature in blue ink that reads "Charles R. Hicks". The signature is written in a cursive style with a large initial 'C'.

Charles R. Hicks  
Contracting Specialist

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>			1. REQUISITION NUMBER OS28572		PAGE OF 1 2		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 10-233-SOL-00080		
6. SOLICITATION ISSUE DATE 02/23/2010		7. <b>FOR SOLICITATION INFORMATION CALL:</b> a. NAME CHARLES HICKS		b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 03/08/2010 1200 ET	
9. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857			CODE DAM	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Office of the Secretary Office of the Secretary 200 Independence Ave. S.W. Washington DC 20201		CODE OS	16. ADMINISTERED BY DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857				CODE DAM
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY		CODE		
TELEPHONE NO.							

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  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>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 <a href="http://www.FederalReporting.gov">www.FederalReporting.gov</a>.</p> <p>For any questions regarding this contract please feel free to contact Charles Hicks at 301.443.0706 or <a href="mailto:charles.hicks@psc.hhs.gov">charles.hicks@psc.hhs.gov</a>.</p> <p>ARRA REQUIREMENT - This solicitation is issued subject to the availability of funds (FAR 52.232-18, Availability of Funds (APR 1984)).</p> <p style="text-align: center;"><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i></p>				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)		31b. NAME OF CONTRACTING OFFICER (Type or print)	
30c. DATE SIGNED		31c. DATE SIGNED	
		JACQUELINE R. JONES	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>RFP TECHNICAL INQUIRIES AND QUESTIONS</p> <p>All questions regarding the solicitation, of a contractual nature or technical nature, must be submitted in writing to Charles R. Hicks, Contract Specialist, via email at Charles.Hicks@psc.hhs.gov by 12:00 PM Eastern Time March 1, 2010. Program Support Center will not consider any questions received after that date.</p> <p>QUOTE SUBMISSION</p> <p>Offerors who are interested in this solicitation must provide the contract specialist with a proposal NO LATER THAN 12:00 PM EASTERN TIME MARCH 8, 2010 VIA electronic copy to NITAAC website. Late submissions, modifications, and withdrawals of bids will be process in accordance with FAR 52.214-7.</p> <p>Standards &amp; Interoperability Standards Development Project</p> <p>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 <a href="http://www.FederalReporting.gov">www.FederalReporting.gov</a>.</p>	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## DESCRIPTION AND SPECIFICATIONS

### A.1. Project Title

Standards and Interoperability Framework Standards Development

### A.2. Period of Performance

The period of performance is a based period of 24 months from date of award, unless the period is extended by modification to this task order. Award is anticipated by March 31, 2010.

### A.3. Consideration and Payment

The Contractor shall provide the services described in Section C, Description/ Specifications/Work Statement. Except as otherwise specified in the contract, the Contractor shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for or incident to the performance of the work set forth herein.

In consideration of satisfactory performance of the work described in the Statement of Work, the Contractor shall be compensated for the number of hours actually incurred at the fixed loaded hourly rates set forth below. Other direct costs, if applicable, shall be paid at actual cost. The Government shall not be obligated to pay any amount in excess of the ceiling price, nor is the Contractor obligated to continue performance if to do so would exceed the ceiling price.

### A.4. Contract Type/Pricing

The Government contemplates award of a time and materials labor hour contract resulting from this solicitation. Only one (1) award will be made as a result of this notice. The Government may or may not choose to hold discussion. This is a time and materials contract. In consideration for the successful performance of this work, the Contractor shall be compensated in accordance with the fixed loaded hourly rates shown below for actual hours incurred. The fully loaded rates shall be all inclusive of the direct labor rate, fringe benefits, applicable indirect cost rates, and any profit (if applicable) for each labor category. The Contractor shall also be reimbursed for domestic travel expenses incurred in direct performance of this contract. The estimated hours are based on a 24-month period of performance.

<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Fixed Loaded Hourly Rate</b>	<b>Ceiling Price</b>
Program Manager	2,160		
Project Manager	4,320		
Principal Systems Architect	9,720		
Senior Computer Systems Analyst	12,300		
Senior Functional Analyst	8,320		
Technical Writer/Editor	9,725		
<b>Total Estimated Labor</b>	<b>46,545</b>		
Travel/Meeting Costs			
Consultants/Subcontractors(if any)			
<b>TOTAL CEILING AMOUNT</b>			

**A.5. Ceiling Price**

The ceiling price for this contract is \$ \_\_\_\_\_. The Government shall not be obligated to pay any amount in excess of this ceiling price nor is the Contractor obligated to continue performance if to do so would exceed this ceiling price.

**A.6. Place of Performance**

At the Contractor's site

**A.7. Purpose of Contract**

The purpose of this program is to provide Interoperability Standards Development to modify, extend, or develop as well as validate interoperability standards where gaps exist and promote wider use of standards and increased level of interoperability across the nation in health IT. The wider adoption and effective use of health IT requires adherence to standards, implementation of standards per common interoperability specifications and use of health IT in a meaningful way.

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 and that:

- a. Ensures that each patient's health information is secure and protected, in accordance with applicable law;
- b. Improves health care quality, reduces medical errors, reduces health disparities, and advances the delivery of patient-centered medical care;
- c. Reduces health care costs, resulting from inefficiency, medical errors, inappropriate care, duplicative care and incomplete information;
- d. Provides appropriate information to help guide medical decisions at the time and place of care;
- e. Ensures the inclusion of meaningful public input in such development of such

- infrastructure;
- f. Improves 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;
  - g. Improves public health activities and facilitates the early identification and rapid response to public health threats and emergencies, including bio-terror events and infectious disease outbreaks;
  - h. Facilitates health and clinical research and health care quality;
  - i. Promotes early detection, prevention and management of chronic diseases;
  - j. Promotes a more effective marketplace, greater competition, greater systems analysis, increased consumer choice, and improved outcomes in healthcare services; and
  - k. Improves efforts to reduce health disparities.

HITECH Act also includes consideration for other areas including “the appropriate uses of a nationwide health information infrastructure including for the purposes of:

- a. The collection of quality data and public reporting;
- b. Bio-surveillance and public health;
- c. Medical and clinical research; and
- d. Drug safety

Effective information exchange is a key foundation to meet these goals and objectives; and appropriate standards and common adoption of those standards is important for interoperability. This program will leverage previous efforts in the areas of standards and interoperability specification and enhance these efforts by harmonizing these efforts to help the healthcare market at large.

The Office of the National Coordinator will award the contract in 2010.

It would be important to evaluate the effectiveness of this program by studying the outcome of progress and the outcome of this program.

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

#### **A.8. 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 accelerate the HITECH priorities for improved quality care, expedite care coordination, and reduce costs and wider adoption of electronic health record.

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

The priority grant programs and contracts are fundamental to realizing the promise of meaningful use of health IT 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 details about the NPRM and IFR can be found at <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, 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 record and key certification criteria are that the electronic health record is interoperable and adheres to



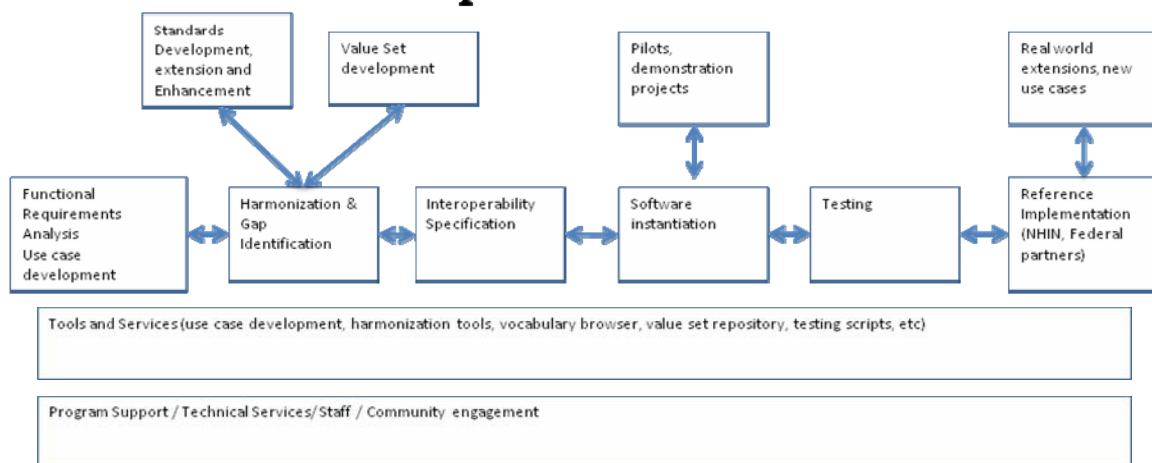
standards adopted by the Secretary. ONC has developed an interoperability and standards framework that has several key steps. One of the key steps is development of standards to address gaps and their adoption. The overview of the framework is provided below.

### Overview of Standards and Interoperability Framework

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

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

## Interoperability/Standards processes



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

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

**Standards Development, Extension and Enhancement:** Although several standards exist today, there is a need for refinement or new development of standards to meet the

needs of some key use cases. In addition, the existing standards are not well adopted across the industry due to many reasons, one of them being the difficulty in implementing these standards. Identification of gaps in standards, refinement of existing standards and development of new standards and harmonizing them in a consistent view will require significant effort.

The Interim Final Rule (IFR) for EHR standards and certification describes additional requirements for software that will be used to support interoperability and meaningful use. Standards and functional requirements included in the IFR will need to be included in the analysis of existing standards and their ability to meet the needs of the use cases. The details about the IFR can be found at <http://www.gpoaccess.gov/fr/index.html>.

In this project, ONC would like to leverage many of the existing tools and resources from the National Information Exchange Model (NIEM) and develop a NIEM-like process for health care domain. 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. NIEM provides standard definitions in a structured data model, as well as tools, governance and methodology to execute information-sharing in repeatable way that is stable over time. The baseline for comparison of NIEM implementation is meeting the same information-sharing requirements without the use of such a set of standards.

Today, NIEM domain does not include healthcare. So, ONC would like to establish a NIEM like process for health care 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. NIEM provides a consistent approach that will help develop consistent description of standards needed to support use cases and help the healthcare stakeholders. NIEM process includes a consistent way to develop necessary documentation called Information Exchange Package Documentation. Leveraging the tools and resources available in the NIEM process will help each new case to build on previous use cases and relevant standards. The relevant information about NIEM can be found on the website <http://www.niem.gov/>. The relevant information about IEPD can be found on the website [http://www.niem.gov/files/NIEM\\_IEPD\\_Requirements\\_v2\\_1.pdf](http://www.niem.gov/files/NIEM_IEPD_Requirements_v2_1.pdf).

#### **A.9. Standards & Regulations:**

- a. All activities, work products and tasks outlined in this SOW shall comply fully with Federal and HHS regulations, standards, and guidance with regard to IT security, usability, accessibility under Section 508, the HHS domain name policy, OMB data collection and “cookie” policies, and other Web policies. Section 508 requires that all Web site content be equally accessible to people with disabilities. This applies to Web applications, Web pages and all attachment files. The Contractor shall conduct Section 508 compliance check on all materials developed that are intended for electronic distribution. PDF files shall be verified with the latest version of Adobe Acrobat Professional or other software as directed by the ASPA Web Communication Division. Guidance on Section 508 is available at [www.hhs.gov/web/508](http://www.hhs.gov/web/508)

- b. All messages and materials developed under this contract must meet clear communication standards and be assessed by audiences as appropriate for their needs. These standards include using plain language guidelines ([www.plainlanguage.gov/howto/guidelines/bigdoc/TOC.cfm](http://www.plainlanguage.gov/howto/guidelines/bigdoc/TOC.cfm)), conducting user testing and following usability guidelines ([www.usability.gov](http://www.usability.gov)), and making messages and materials available in multiple formats and languages and consistent with cultural beliefs and values. All campaign products must be accessible to persons with disabilities and limited English proficiency. Materials shall be offered in multiple languages and alternative formats such as Braille, large print, and electronic versions. Multimedia productions shall be captioned and the video described.

**A.10. Government Furnished Information**

The relevant information about the IFR can be found on the website <http://www.gpoaccess.gov/fr/index.html>. The relevant information about NIEM can be found on the website <http://www.niem.gov/>. The relevant information about IEPD can be found on the website [http://www.niem.gov/files/NIEM\\_IEPD\\_Requirements\\_v2\\_1.pdf](http://www.niem.gov/files/NIEM_IEPD_Requirements_v2_1.pdf).

**A.11. Government Furnished Property**

None. All contractor personnel will be required to work offsite at the contractor's designated facility.

**A.12. Travel**

The contractor shall be required to travel approximately 16 time to the below address two (2) times per/quarter for the life of the contract.

Department of Health and Human Services  
Office of National Coordinator for Health Information Technology  
330 C Street, SW  
Washington, DC 20201

**A.13. Rights in Data**

All data produced under this task order is the property of the Government. The Contractor including subcontractor(s) 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.

**Specifications for the Delivery of Digital Copies of Reports**

The specifications listed below are required in all ONC contracts where the product is expected to be a report or other document. They are intended to facilitate the retention of electronic copies of these reports for future use and to provide for translation or conversion of these electronic copies into the hypertext markup language (html) and other formats used on the Internet.

In addition to the printed copies required under the contract, a digital copy of the report shall be delivered on media readable by Windows programs. The text, tables, and any charts or other graphics shall be organized and formatted as described in the following paragraphs.

- Text may be formatted in any of the commonly available word processing programs marketed by the IBM®, Corel®, or Microsoft® corporations. Where compatibility with earlier versions of the software is in doubt, files shall be delivered in the penultimate version of the software.

- Provide a single file that contains the whole document ready for printing. It should reproduce the printed report exactly.
- In addition, lengthy documents (greater than roughly 500 Kb) should be divided into several parts and a separate file should be provided for each part. Lengthy files (greater than 200 Kb) should be avoided if possible. File names should contain consecutive numbers that correspond to the numerical labels used in the printed version. For example, Chapter 2 can be saved as ch2.doc, Chapter 4-Figure 2 as c4f2.gif. File extensions shall be those used by the software manufacturer or follow the usual industry conventions, e.g., doc, wpd, xls, gif, jpg, etc.
- Tables and tabular material shall NOT be converted into graphical images, but be included with the word processing files or delivered as spreadsheet files (Excel® or Quattro Pro®).
- Graphic figures such as bar and line charts, diagrams, and other drawings shall be delivered in the GIF (Graphics Interchange Format) or the JPEG (Joint Photographic Experts Group) format. Graphical elements may be merged with the text to form a single file for printing purposes or they may be delivered as separate files.
- Adobe's Portable Document Format (PDF®) may NOT be substituted for the above word processing formats. An unlocked, PDF version may be provided in addition to the word processing version, but it is not required.
- Provide presentations, such as PowerPoint®, as separate files.

Datasets must have complete documentation.

## STATEMENT OF WORK

### B.1. Scope

Interoperability Standards Development – This project will focus on determining if the existing standards are sufficient to fully support priority use cases and then modifying or extending existing standards or developing new standards. This project will also include evaluation and validation of the developed standards in support of deployment. The contractor will be required to take a coordinating role and work with standards development organizations, representative bodies, or research organizations that have the requisite expertise and skills to modify or extend existing standards or develop new standards as necessary. These organizations would include, but not be limited to National Library of Medicine (NLM), HL7 and others.

The contractor shall provide strategic, technical, and programmatic support and expertise to the ONC in the areas of health information technology interoperability standards. The contractor shall leverage artifacts developed in other steps of the framework where the use cases will be developed and prioritized. This project will include collection of standards requirements based upon the prioritized use cases, determining the adequacy of current available standards, assessing whether current standards can be extended or new standards need to be developed and then developing a standards development plan with assignment of responsibilities for the extension or development to appropriate organizations. It will also include management of the process. Inherent in this task is coordination with multiple stakeholders, communities and governance groups throughout the framework steps.

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 furnish all personnel, materials, services, facilities, etc. necessary for the performance of the work as described below.

### B.2. Summary of Tasks

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

1. Perform Contract-Level and Task Order Management
2. Formulate Standards Development Plan including Selection of NIEM Domain Owners relevant to health care
3. Establish and Manage Sub-Contracting Process to Extend or Develop Standards
4. Develop Tools to Accelerate the Standards Development Process Evaluate and Validate Developed Standards
5. Integrate Developed Standards into National Information Exchange Model

#### B.2.1. Task 1 – Perform Contract-Level and Task Order Management

##### B.2.1.1. Post Award Meeting

- Meet with the Contracting Officer Technical Representative (COTR) and other ONC

staff, within two (2) weeks after award in a face to face meeting 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.

#### **B.2.1.2. Contract-Level Program Management**

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

#### **B.2.1.3. Project Work Plan**

- The contractor shall electronically submit a draft analytical work plan of not more than ten (10) single-spaced pages within three (3) weeks of contract award 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 plan to carry out each of the tasks below, 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.

The contractor shall modify the draft work plan in accordance with comments provided by the COTR. The revised work plan is due no later than two (2) weeks after receiving comments from the COTR and shall be considered final upon approval by the COTR.

#### **B.2.1.4. Task Order Management Plan**

- Prepare a draft Task Order Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout task order execution. The draft will be submitted electronically for review by COTR and will be finalized by the contractor based upon the comments.

#### **B.2.1.5. In Progress Review Support**

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

#### **B.2.2. Task 2 – Formulate Standards Development Plan including selection of NIEM Domain Owners**

The contractor shall formulate, submit, and maintain a written standards development plan that accomplishes the following:

- The consolidation of gap analyses from use case development and harmonization effort to create standards development plan that delineates (a) the standards to be developed, modified or extended (b) the selected standards development

organization or entity to function as domain owner, and (c) an evaluation, validation, and integration plan for each standard

- The analysis addressing standards related to the common vocabularies, value sets, content exchange, transport, and privacy/security
- The analysis identifying tools and resources that are inhibiting the development of standards
- The collaborative and participatory process to involve selected domain owners for standards development based on the current contract and any further sub-contracts subject to review by or direction from the COTR; these may include (but not limited to) SDO organizations such as National Library of Medicine, ASTM, HL7 or other SDOs.
- The evaluation and validation framework and process that is implementable within this contract and that is appropriate for each standard or category of standards being extended or developed.
- The process for integrating or deploying the developed standards processes and artifacts into the NIEM-like model for health care and NIEM core wherever appropriate

After the initial plan is developed and approved by the COTR, the contractor will submit an updated standards development plan with an agreed-upon frequency, to the COTR for approval before operating under the updated plan.

### **B.2.3. Task 3 – Establish and Manage Sub-Contracting Process to Extend or Develop Standards**

- Based upon the plan developed in the previous task, the contractor shall establish a sub-contracting process to be used for extension or development of standards.
  - This process shall be detailed in a sub-contracting plan which will be approved by the COTR/COR.
  - This process shall include process for accounting for all of the costs associated with standards extension or development and process for identifying appropriate organization for each standard
- Upon approval of the Sub-Contracting Process plan and approval of selected organization, the contractor shall manage one or more concurrent extension and/or development processes.
- For each standards extension or development process, the contractor shall facilitate the appropriate meetings and discussions with the participating organizations, producing a record of the proceedings.
- During the process, the contractor will coordinate the effort and complete, including but not limited to, following key steps:
  - Ensure the production of timely and quality artifacts following industry best-practices and methods for standards development
  - Execute the standards development plan involving key stakeholders and the selected domain owners
  - Provide technical and functional support and program management for any sub-contracts involving domain owners



- Obtain review of standards extension, modification, or new development by domain owners
- Provide technical and specialist staffing for standards development as needed for standards extension, modification, or new development carried out primarily by domain owners
- Provide project and program management so that spectrum of standards development activities adheres to approved standards development plan
- Coordinate execution of tasks and standards development with other tasks in the standards and interoperability and NHIN development areas as well as coordination with the NIEM program management office for NIEM-related aspects of this activity

Upon completion of the standards extension or development process, the contractor shall document and provide a “Lessons Learned” documenting the findings of the assessment.

#### **B.2.4. Task 4 – Develop Tools to Accelerate the Standards Development Process (SDO)**

The adoption and use of standards are critical for achieving interoperability. While one bottleneck to interoperability is the lack of standards for a particular use case, another barrier is the pace at which standards can be developed to meet the needs of use cases. If standards cannot be developed in a timely fashion, implementers of interoperable solutions will choose proprietary solutions to accomplish their tasks which will defeat the vision of improving interoperability. Therefore, it will be critical to focus on developing new standards on a timely basis.

The contractor shall, in coordination with the program management office, identify tools that could accelerate the standards development process and support rapid, consistent, and high-quality development of standards. These could include but are not limited to:

- Tools to accelerate the process of standards development
- Tools to support and manage existing standards over time
- Tools to help deployment and adoption of standards
- Tools to support and manage value sets and vocabularies over time
- Tools to link SDOs to the NIEM-like model for healthcare maintained by ONC

#### **B.2.5. Task 5 – Evaluate and Validate Developed Standards**

The contractor shall evaluate and validate developed standards consonant according to the standards development plan, including:

- Design and execute a process that validates whether developed standards are fulfilling gaps identified by use cases and the harmonization activities as intended
- Evaluate the artifacts created to ensure reliability, completeness, consistency, and usability

#### **B.2.6. Task 6 – Integrate Developed Standards into National Information Exchange Model**

The contractor shall integrate the developed standards and standards artifacts into the NIEM-like health care model and NIEM (as appropriate), including:

- Make releases of the standards available via a publicly accessible website. The site and process for publication will be specified by the COTR.
- Develop and publish for each developed standard and standards artifact an information exchange package documentation (IEPD) wherever possible. The IEPD from the standards development process in this activity should be integrated within other IEPDs or the other standards already incorporated in the NIEM-like health care model as well as NIEM core wherever possible.

### B.2.7. Schedule of Deliverables

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

Deliverables	Completion Date – time after award
<b>TASK 1: Contract and Task-Order Management</b>	
1.1 Task Order Management Plan	Draft – 15 days after award; Final – 30 days after award; updates as required
1.2 Monthly Progress Reports	Monthly on 10 <sup>th</sup> day of the month
1.3 Project Work Plan	Draft – 2 weeks after Award; Final – 4 weeks after award; updates as required
<b>TASK 2: Formulate Standards Development Plan including selection of Domain Owners</b>	
<u>2.1 Standards Development Plan</u> : Provide initial standards development plan (including an evaluation and validation framework for each standard to be developed) to COTR for approval and continue to update	Initial plan within 1 month of award, then updated at least every 2 months
<u>2.2 Selection of Domain Owners and Related Delegation Mechanisms</u> : Identify and select domain owners and the related contract or sub-contract and support mechanisms for standards work incorporating domain owners.	Within 2 months of award
<u>2.3 Develop process for integration into NIEM</u>	Within 2 months of award; update as necessary

Deliverables	Completion Date – time after award
<b>TASK 3: Extend or Develop Standards consonant with the Standards Development Plan</b>	
<b>3.1 Sub-Contracting Process and Plan</b>	Within 2 month of award; updated monthly
<u>3.1 Standards Development coordinated by Prime Contractor:</u> For standards extension, modification, or new development coordinated out by prime contractor, monthly written progress reports and quarterly release of standards report and associated standards artifacts for evaluation and validation process.	Monthly progress report after each standards development begins; release strategy and plan at the beginning of the process and updated monthly
<u>3.2 Standards Development Carried out by Domain Owners:</u> For standards extension, modification, or new development carried out by domain owners (sub-contractors), monthly written progress reports and quarterly release of standards report and associated standards artifacts to evaluation and validation process.	Monthly progress report after standards development begins for each sub-contractor; Standards artifacts for evaluation and validation released as available, at least every quarter.
<u>3.3 Lessons Learned Document</u>	Within 3 weeks after completion of the process
<b>TASK 4: Develop Tools to Accelerate the Standards Development Process</b>	
<u>4.1 List of tools needed to accelerate the process</u>	Initial list within 2 months after award; monthly updates
<u>4.2 Tools</u>	As needed; monthly status update
<b>TASK 5: Evaluate and Validate Developed Standards</b>	
<u>5.1 Validation process design and execution:</u> Report validation of developed standards in relation to gaps identified by use case and harmonization activities according to validation methodology in approved standards development plan.	Report results within 1 month after release of standards artifacts into validation step, and final report within 1 month of release of final standards artifact for validation.
<u>5.2 Evaluation of artifacts created:</u> Report evaluation of standards artifacts for reliability, completeness, consistency, and usability according to evaluation methodology in approved standards development plan.	Report results within 1 month after release of standards artifacts into evaluation step, and final report within 1 month of release of final standards artifact for evaluation.

Deliverables	Completion Date – time after award
<b>TASK 6: – Integrate Developed Standards into National Information Exchange Model</b>	
6.1 <u>Public release of standards report and associated standards artifacts</u> : Web-based publicly accessible release of the standards and standards artifacts created in previous tasks.	Within 1 month of final validation and evaluation of developed standard(s).
6.2 <u>Develop NIEM-based IEPD for each standard developed</u> : Develop and publish for each developed standard and standards artifact an information exchange package document (IEPD)	Within 1 month of final validation and evaluation of developed standard(s).

**B.2.8. 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".

Topic	Required Task	Performance Standard	Surveillance Method	Standard to Meet or Allowable Deviation	Deduction
Overall Contract Management  Monthly invoices	Detailed information that addresses  Technical approach  Resources  Contractor organization structure, staffing plan; company and staff emergency escalation roster  Management controls and support procedures	No more than one valid complaint during the contract period of performance.  Invoices are accurate and submitted on time.	Project Manager monitors Contractor's performance.  Reviews reports and invoices to ensure accuracy.	No more than 1 valid complaint is received.  All invoices are accurate and complete	Up to .5% of task order invoice  Up to .5% of task order invoice
Monthly Progress Reports	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	Submit progress report to Project Manager for review and comment, if applicable	Project Manager reviews report and provides feedback	Report is provided by the 10 <sup>th</sup> day of the month following the reporting period	Up to .5% of task order invoice

Topic	Required Task	Performance Standard	Surveillance Method	Standard to Meet or Allowable Deviation	Deduction
	<p>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;</p> <p>Current and cumulative costs expended;</p> <p>Current and cumulative person-hours expended by labor category during the reporting period;</p> <p>Summary of performance-statistics and service availability</p>				
Project Work Plan	<p>The work plan shall reflect preliminary discussions and decisions reached during the post-award meeting. The work plan shall include at a minimum, a plan to carry out each of the tasks below, a</p>	<p>Project Work Plan is provided to Project Manager for review and comment</p>	<p>Project Manager provides feedback to Contractor</p> <p>Comments incorporated into final</p>	<p>Draft submitted 2 weeks after award</p> <p>Final submitted 4 weeks after award</p> <p>Updates provided as required</p>	<p>Up to .5% of task order invoice</p>

Topic	Required Task	Performance Standard	Surveillance Method	Standard to Meet or Allowable Deviation	Deduction
	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.				
Standards Development Plan	Provide initial standards development plan (including an evaluation and validation framework for each standard to be developed)	Plan provided to Project Manager for review and comment	Project Manager reviews report and provides comments to Contractor	Initial plan submitted within 1 month of award  Updated every 2 months	Up to 1% of task order invoice
Domain Owners and Related Delegation Mechanisms	Identify and select domain owners and the related contract or sub-contract and support mechanisms for standards work incorporating domain owners	Submit Report to the Project Manager identifying domain owners, etc. for review and comment	Project Manager reviews and discusses report and provides comments to the Contractor	Submitted within 2 months of award	Up to .5% of task order invoice
Integration Process	Develop process for integration into NIEM	Process plan submitted to Project Manager for review and comment	Project Manager provides input on process to the Contractor	Process incorporates Project Manager input and is submitted within 2 months of award	Up to .5% of task order invoice

Topic	Required Task	Performance Standard	Surveillance Method	Standard to Meet or Allowable Deviation	Deduction
Subcontracting	Develop process and a plan for subcontracting	Process plan submitted to Project Manager for review and comment	Project Manager provides input on process to the Contractor	Process incorporates Project Manager input and is submitted within 2 months of award	Up to .5% of task order invoice
Standards Development	Contractor coordinates standards extension, modification, or new development  Monthly written progress reports  Quarterly release of standards report and associated standards artifacts for evaluation and validation process	Monthly progress report after each standards development begins  Release strategy and plan at the beginning of the process  Updated monthly	Report submitted after each standard begins for comment and review by Project Manager	Submitted monthly	Up to .5% of task order invoice
Standards Development by Domain Owners	Contractor coordinates standards extension, modification, or new development carried out by domain owners (subcontractors)  Monthly written progress reports  Quarterly release of standards report and associated standards	Monthly progress report after standards development begins for each sub-contractor  Standards artifacts for evaluation and validation released at least every quarter  Updated monthly	Report submitted after each standard begins for comment and review by Project Manager	Progress reports submitted monthly  Standards report submitted quarterly	Up to 1% of task order invoice



Topic	Required Task	Performance Standard	Surveillance Method	Standard to Meet or Allowable Deviation	Deduction
	artifacts to evaluation and validation process				
Develop Tools	Develop tools to accelerate the Standards Development Process	List of tools needed to accelerate process provided to Project Manager	Project Manager reviews listing and provides feedback to Contractor	Project Manager input incorporated into tools list and submitted within 2 months after award and monthly updates thereafter	Up to .5% of task order invoice
Validation process design and execution	Report validation of developed standards in relation to gaps identified by use case and harmonization activities according to validation methodology in approved standards development plan	Draft report on results after each quarterly release of standards artifacts into validation step  Final report of release of final standards artifact to validation	Draft report submitted to Project Manager for review and approval  Final incorporates Project Manager's input	Report submitted within 1 month after award  Final submitted within 3 days after receipt of Project Manager's input	Up to .5% of task order invoice
Evaluation of artifacts	Report evaluation of standards artifacts for reliability, completeness, consistency, and usability according to evaluation methodology in approved standards development plan	Report results after each quarterly release of standards artifacts into evaluation step  Final report after release of final standards artifact to evaluation	Draft report submitted to Project Manager for review and approval  Final incorporates Project Manager's input	Report submitted within 1 month after award  Final submitted within 3 days after receipt of Project Manager's input	Up to 1% of task order invoice

Topic	Required Task	Performance Standard	Surveillance Method	Standard to Meet or Allowable Deviation	Deduction
Public release of standards report and associated standards artifacts	Web-based publicly accessible release of the standards and standards artifacts created in previous tasks	Released after final validation and evaluation of developed standard(s)	Standards report for web provided to Project Manager for input	Submitted within 1 month after final validation and evaluation of developed standards	Up to .5% of task order invoice
NIEM-based IEPD for each standard developed	Develop NIEM-based IEPD for each standard developed	Develop and publish for each developed standard and standards artifact an information exchange package document (IEPD)	Documents submitted to Project Manager for review and approval	Submitted within 1 month of final validation and evaluation of developed standard(s)	Up to .5% of task order invoice

**B.2.9. 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](http://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:**

**C.1. 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.

**C.2. Organization of the Technical Proposal:** The technical proposal shall contain:

1. **Transmittal and Cover Page:** The offeror's transmittal and cover letter for the proposal must contain the name, phone number, and e-mail address of the person to be contacted concerning any matter related to the solicitation. HHS may, for example, contact that individual to schedule and make arrangements for the offeror's

discussion meetings, if necessary. (Excluded from the 25 page limit)

Include the following information in your proposal

- a. RFP/Solicitation Number and title, DUNS number and TIN;
  - b. Company Name mailing address, and website address;
  - c. Date submitted and proposal expiration date;
  - d. All of the above-cited information for each entity on the proposed team, if a team is proposed;
  - e. Current NITAAC Schedules appropriate to this Solicitation;
  - f. Do you have a Government approved accounting system? If so, please identify the agency that approved the system;
  - g. Type of Company (i.e., small business, 8(a), woman owned, veteran owned, etc.) as validated via the Central Contractor Registration (CCR). All offerors must register on the CCR located at <http://www.ccr.gov/index.asp>; and
  - h. Company Point of Contact, Phone and Email address.
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:
    - Past Performance (Excluded from 25 page limit)
    - Personnel Qualifications and Expertise
    - Technical/Management Approach
    - Discussion and Understanding of the Project

### **C.3. 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. Only list labor categories and rates already established under the CIO-SP2 contract vehicle, discounts from those rates may be listed as well.

### **C.4. Small Business Subcontracting Plan**

Offerors other than small business concerns must submit an Individual Subcontracting Plan (Attachment E) for the Time & Material/Labor Hour contract. Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. This plan will include subcontracting goals based on the offeror's proposal, including the base and options. The Contractor's Small Business Individual Subcontracting Plan (FAR 52.219-9) dated April 2008 is incorporated by reference into the contract (*contingent upon*

*review by the Small Business Administration (SBA) Procurement Center Representative (PCR) and the HHS Small Business Specialist, and approval by the Contracting Officer). At the time of award, the Individual Subcontract Plan goals will flow down to the Individual Tasks that are expected to exceed \$550,000 for other than small business concerns.*

#### **C.4.1. Small Business Goals**

The small business goals for HHS are established yearly. Small business subcontracting plans should assist the Government in reaching its small business goals. The separate small business category goals are percentages of the total small business subcontracted dollars:

1. 28.0 percent of total subcontractor dollars to small business.
2. 5.0 percent of total small business subcontracting dollars to Small Disadvantaged Business (SDB).
3. 5.0 percent of total small business subcontracting dollars to a Women-Owned Small Business.
4. 3.0 percent of total small business dollars to a Historically Underutilized Business Zone (HUBZone) small business.
5. 3.0 percent of total small business subcontracting dollars to a Service-Disabled Veteran Owned Small Business (SDVOSB).

Although there is no statutory small business goal for Veteran-Owned Small Businesses (VOSB), the contractor must submit a goal for VOSBs in accordance with FAR 52.219-9.

#### **C.4.2. Small Business Subcontracting Reporting**

1. If your company is required to file a small business subcontracting plan in accordance with FAR 52.219-9, please use the subcontracting plan template attached to this solicitation for that purpose.
2. The on-line Electronic Subcontracting Reporting System (eSRS) must now be used for input of the reports required by FAR 52.219-9(d) (10) (iii). To comply with this requirement, please do the following:
  - a. If your company does not yet have an eSRS account, then please sign up for one at [www.esrs.gov](http://www.esrs.gov). A user guide that explains how to use eSRS is available at: [http://esrs.gov/documents/esrs\\_contractor\\_user\\_guide\\_1.7.pdf](http://esrs.gov/documents/esrs_contractor_user_guide_1.7.pdf). If you notice that your company contact information or DUNS number in eSRS are not correct, then please make corrections through the Central Contractor Registration (CCR) website at <http://www.ccr.gov>. That data will flow from the CCR to the Federal Procurement Data System – Next Generation (FPDS-NG), and eventually into the eSRS system. Repopulation of your eSRS contact info can take two business days after you make corrections in the CCR. Please include the e-mail addresses of the contracting officer in eSRS for notification in block 13 of the report.
  - b. Starting with fiscal year 2005, submit your Summary Subcontracting Reports (SSRs – Old SF 295) and your Individual Subcontracting Reports (ISRs – Old

SF 294) for contracts into the eSRS. Midyear reports are not required in eSRS for FY 2004 and 2005.

- c. For fiscal year 2006 onward also submit your midyear (March) ISRs into eSRS.
- d. If you have not yet submitted a final report for any contracts closed during FY 2004 onward, you should do so now using the eSRS.
- e. Please continue to submit to the Contracting Officer paper prints of all the reports you input to eSRS, until further notice. (This continues to be a FAR requirement)
- f. If you have a Blanket Purchase Agreement (BPA) with HHS, please submit your ISRs via paper. FPDS-NG, which provides data into eSRS, does not identify subcontracting plans resulting from BPAs and other types of orders.

### **C.5. 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. Past Performance – 30 points maximum
2. Personnel Qualification and Expertise – 30 points maximum
3. Technical/Management Approach – 20 points maximum
4. Discussion and Understanding of the Project – 20 points maximum

### **MAXIMUM TECHNICAL SCORE = 100 POINTS**

### **C.6. 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:

<b>Labor Category</b>	<b>CIO-SP2i Rate</b>	<b>Discount%</b>	<b>HHS Rate</b>	<b>Gov't Est. Hours</b>	<b>Total</b>
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.

### **C.7. 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.



**C.8. 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. The level of effort should be based off the offerors prior experience.

<b>Labor Category</b>	<b>Estimated Hours</b>
Program Manager	2160
Project Manager	4320
Principal Systems Architect	9720
Senior Computer Systems Analyst	12300
Senior Functional Analyst	8320
Technical Writer/Editor	9725

### **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. Past Performance – (30 points maximum)**

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

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 development, NHIN architecture and solutions, NIEM process and IEPD development will be considered highly.

**2. Personnel Qualification and Expertise – (30 points maximum):**

The offeror will be evaluated on the demonstrated experience of its personnel in areas such as Health IT information exchange development, industry standards, automated build and deployment of standards and software, NHIN technical architecture, standards and interoperability requirements, general information exchange, NIEM IEPD framework, and security and privacy issues. The proposal must provide evidence of the overall competency of the proposed team; including relevant experience of the proposed Task Order lead and other key staff and any consultants with the relevant technical experience. Proposed staff should have documented experience relevant to this task.

The government will evaluate the staffing plan to conduct the statement of work, including role descriptions, level of effort, and , curriculum vitae for the key personnel. If subcontractor are proposed, resumes must be provided to support the qualifications of the subcontractors.

**3. Technical/Management Approach – (20 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 and collaboration with various entities), 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. If non-incumbent, the offeror shall address the transition from the current contract to the awarded contract.

#### **4. Discussion and Understanding of the Project – (20 points maximum)**

The offeror will be evaluated on their understanding of the project through the discussion, and their response to this Task Order. The offeror must demonstrate understanding of the overall program and the importance of the project to achieving the overall vision of widespread use of electronic health records. The offeror shall be familiar with NIEM and NHIN Programs, their goals, objectives, and vision as well as its infrastructure and operational needs. 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 these programs.

**MAXIMUM TECHNICAL SCORE = 100 POINTS**

## **Confidentiality/Non-Disclosure Agreement**

### **D.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**

### **D.2. Inspection and Acceptance**

All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the government.

The Government's Contracting Officer's Technical Representative (COTR) is a duly authorized representative of the government and is responsible for inspection and acceptance of all items to be delivered under this contract.

### **D.3. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.246-4	Inspection of Services –Fixed Price	August 1996
52.246-6	Inspection – Time-and-Materials and Labor hour	May 2001

### **D.4. 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."

### **D.5. Type of Contract**

Time and Material

### **D.6. 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.

#### **D.7. 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.

#### **D.8. Contractor Personnel.**

In order to perform all aspects of this contract, the Contractor shall provide personnel qualified to perform tasks identified in the statement of work. As this is a performance based contract, the COTR will use 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. Qualifications are subject to the review of the COTR.

#### **D.9. Federal Holidays**

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

- |     |                               |                         |
|-----|-------------------------------|-------------------------|
| 1.  | New Year's Day                | January 1 <sup>st</sup> |
| 2.  | Martin Luther King's Birthday | Third Monday in Jan.    |
| 3.  | President's Day               | Third Monday in Feb.    |
| 4.  | Memorial Day                  | Last Monday in May      |
| 5.  | Independence Day              | July 4th                |
| 6.  | Labor Day                     | First Monday in Sept.   |
| 7.  | Columbus Day                  | Second Monday in Oct.   |
| 8.  | Veteran's Day                 | November 11             |
| 9.  | Thanksgiving Day              | Fourth Thursday Nov.    |
| 10. | Christmas Day                 | December 25             |

#### **D.10. Invoice Submission**

The Contractor shall submit an ORIGINAL invoice including supporting documentation on a **monthly** basis to the below address and the COTR:

Division of Acquisition Management/Program Support Center  
Attention: Charles R. Hicks  
Parklawn Building, Room 5-101  
5600 Fishers Lane  
Rockville, Maryland 20857  
Contract Number:

The Contractor shall submit one (1) copy of the invoice including (1) copy of supporting documentation on a **monthly** basis, to:

PSC/Financial Management Service  
Division of Financial Operations  
Parklawn Building, Room 16A-12  
5600 Fishers Lane  
Rockville, Maryland 20857  
Contract Number:

1. The Contractor shall include the following minimum information on invoices:
  - a. Contractor's name and invoice date;
  - b. Contract number or other authorization for delivery of property or services;
  - c. Description, price, and quantity of property or services actually delivered or rendered;
  - d. Shipping and payment terms;
  - e. Other substantiating documentation or information as required by the contract;
  - f. Name (where practicable), title, telephone number, and complete mailing address of responsible official to whom payment is to be sent;
  - g. The Internal Revenue Service TAX IDENTIFICATION; and
  - h. Signature of an authorized official certifying the invoice to be correct and proper for payment.
2. Payment shall be made by:

PSC/Financial Management Service  
Division of Financial Operations  
Parklawn Building, Room 16A-12  
5600 Fishers Lane  
Rockville, Maryland 20857  
Email: [psc\\_psc.invoices.hhs.gov](mailto:psc_psc.invoices.hhs.gov)  
**FOR INVOICE STATUS CALL: (301) 443-3020**

### **Payment by Electronic Funds Transfer**

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer –Central Contractor Registration, payments under this contract shall be made by electronic funds transfer. The Contractor shall register in the Central Contractor Registration database.

### **D.11. Authorities Of Government Personnel**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during performance of the contract.

#### **1. Contracting Officer**

All contract administration shall be done by:  
Jacqueline R. Jones, Contracting Officer,  
Program Support Center, Division of Acquisition Management,  
5600 Fishers Lane,  
Parklawn Building, Room 5-101,

Rockville, MD 20857.  
Phone: (301)443-6413  
Fax: (301)443-8488  
Email: [Jackie.Jones@hhs.gov](mailto:Jackie.Jones@hhs.gov)

All communications pertaining to contractual and/or administrative matters under the contract shall be sent to the address above and to the attention of:

Charles R. Hicks,  
Contract Specialist  
Phone: (301)443-0706  
Email: [Charles.Hicks@psc.hhs.gov](mailto:Charles.Hicks@psc.hhs.gov)

Note: The PSC Contracting Officer is the only individual authorized to modify this requirement.

## **2. Contracting Officer's Technical Representative (COTR) – TBA**

### **3. Technical Monitoring**

Performance of the work under this contract shall be subject to the technical monitoring of the COTR. The term “Technical Monitoring” is defined to include, without limitation, the following:

Technical directions to the Contractor that redirect the contract effort, shift work emphasis between work areas or assignments, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work.

Providing information to the Contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.

Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

Technical direction must be within the general scope of the work stated in the contract. The COTR does not have authority to and may not issue any technical direction which:

- Constitutes any assignment of additional work outside the general scope of the contract;
- Constitutes a change as defined in the contract clause entitled, “Changes”;
- In any manner causes an increase in the total contract cost or the time required for contract performance; or
- Changes any of the expressed terms, conditions, or specifications of the contract.

All technical directions shall be issued in writing by the COTR or shall be confirmed by him/her in writing with five (5) working days after issuance.



The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed within his authority under this provision.

If, in the opinion of the Contractor, any instruction or direction issued by the COTR is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed, but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled, "Disputes".

#### **D.12. Travel (if applicable)**

The contractor will not be entitled to re-imbusement for local travel costs to and from normal job site. Such travel costs are to be incorporated within the negotiated hourly rate of payment. Personnel temporarily working at a government site or alternative facility will consider such facility his/her normal job site.

When requested by the COTR to travel outside the contractor's normal commuting area, the contractor shall be reimbursed for such travel costs in addition to receiving an hourly rate of payment for services (prior approval must be attained in writing). All travel costs associated with the performance of specific Task Orders will be reimbursed in accordance with the Federal Travel Regulations (FTR). Costs incurred for transportation and per diem (lodging, meals and incidental expenses) will be billed in accordance with the regulatory implementation of Public Law 99-234, FAR 31.205-46 Travel Costs, and the contractor's cost accounting system.

The contractor shall notify the COTR and/or Contracting Officer for reimbursement of transportation and per diem expenses, prior to traveling. The contractor's reimbursement is limited by regulations of the General Services Administration (GSA) as applied to Civil Service employee travel. Costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel on official company business are allowable subject to the limitations contained in FAR 31.205-46 Travel Costs.

The following summarizes some of the basic travel reimbursement policies:

1. Travel by air authorized for coach only. Travel by train and bus authorized for up to first class. Contractor is expected to plan sufficiently to take advantage of discount fares <http://apps.fas.gsa.gov/citypairs/search/index.cfm?ft>;
2. Local transportation including transportation to and from airports, bus terminals, and railway stations;

3. Private auto at current GSA rates when private auto travel combined with per diem is less than the cost by common carrier including per diem  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA\\_BASIC&contentId=17943](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943);
4. Parking/tolls for automobile travel;
5. Rental car, not to exceed compact vehicle, when approved in advance by the COTR;
6. Per diem at rates established by the GSA.

Travel claims shall be submitted on a voucher per instructions provided by the COTR. Listed below is a description of receipts required as attachments to the invoice to support travel claims:

1. Copy of common carrier ticket reflecting class of travel, dates of travel and amount of fare;
2. Lodging receipt;
3. Parking/tolls receipt;
4. Rental car receipt including receipts for gasoline;
5. Receipts for taxi travel.

When the contractor is requested by the COTR to travel outside the contractor's normal commuting area to deliver services, the contractor will be entitled to their normal hourly payment for the time that they are in transit. Such in transit time shall be determined by the usual and customary time for travel between the respective points when considering both the cost and time required for the mode of travel. For example, if the contractor has to travel to San Francisco for a project then they will get paid at their normal hourly rate for their hours of traveling. Total travel expenses will not exceed the amount specified in this contract without prior written consent of the Contracting Officer.

Domestic travel expenses incurred by the Contractor in direct performance of this requirement shall be reimbursed provided such travel is necessary for the performance of this requirement and the cost does not exceed: the lowest customary standard, coach, or equivalent airfare offered during normal business hours for air travel. Other Direct Costs (ODC) shall be negotiated for each requirement and all invoices shall be supported by receipts.

### **D.13. Special Contract Requirements**

#### **D.13.1. 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."

**D.13.2. 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.

### **D.13.3. HHSAR 352.270-19(b) Electronic and Information Technology Accessibility (XXXXXXX 2008)**

Pursuant to Section 508 of the Rehabilitation Act of 1973 ([29 U.S.C. 794d](http://www.uscourts.gov/uscourts/29-usc-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 with the “Electronic and Information Technology Accessibility Provisions” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in [36 CFR part 1194](http://www.access-board.gov/36-cfr-part-1194). Information about Section 508 provisions 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 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.

### **Access to Sensitive Information and Information Systems**

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

1. 40 U.S.C. 11331, Federal Information Security Management Act (FISMA) of 2002;
2. E-Government Act of 2002 (P.L. 107-347);
3. Privacy Act (P.L. 93-879);
4. Health Insurance Portability and Accountability Act (HIPAA) (P.L. 104-191);
5. National Defense Authorization Act;
6. Trade Secrets Act (18 U.S.C. 1905); and
7. Unauthorized Access Act (18 U.S.C. 2701 and 2710).

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

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

#### **D.14. Key Personnel (HHSAR 352.270-5, JANUARY 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.

Title	Name
<i>To be entered upon award.</i>	TBD

#### **D.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.

#### **D.16. 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>.

#### **D.17. CONTRACT CLAUSES**

##### **Federal Acquisition Regulations (FAR) 48 CFR Chapter Clauses**

**I.1. Solicitation Provisions Incorporated By Reference (Far 52.252-1, February 1998) & Clauses Incorporated By Reference (Far 52.252-2, February 1998)**

This contract incorporates some FAR provisions/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/these address(es): <http://www.arnet.gov/far/index.html>. The applicable provisions/clauses are as follows:

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	Definitions	July 2004
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	April 1984
52.203-7	Anti-Kickback Procedures	July 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.204-7	Central Contractor Registration	April 2008
52.212-1	Instructions to Offerors – Commercial Items	June 2008
52.212-3	Offeror Representations and Certifications – Commercial Items.	August 2009
52.212-4	Contract Terms and Conditions – Commercial Items	March 2009
52.215-8	Order of Precedence--Uniform Contract Format	October 1997
52.216-31	Time & Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition	February 2007
52.217-8	Option to Extend Services	November 1999
52.219-9	Small Business Subcontracting Plan	April 2008
52.224-1	Privacy Act Notification	April 1984
52.224-2	Privacy Act	April 1984
52.227-14	Rights in Data	December 2009
52.232-18	Availability of Funds	April 1984
52.232-25	Prompt Payment	October 2008
52.233-2	Service of Protest	August 1996
52.233-4	Applicable Law for Breach of Contract Claim	October 2004



52.243-3	Changes – Time & Material or Labor Hour	September 2000
52.244-6	Subcontracts for Commercial Items	March 2009
52.246-6	Inspection – Time & Material and Labor Hour	May 2001

**D.18. Contract Terms and Conditions Required To Implement Statutes Or Executive Orders—Commercial Items (Far 52.212-5, December 2009)**

**FAR 52.212-5 states the following:**

(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.*]

[ ] (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](#)).

[X] (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 (JULY 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 Set-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](#).
- [ ] (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 Representation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- [X] (19) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- [X] (20) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- [X] (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- [X] (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

- [X] (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 (Sept 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.)
- [X] (28) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- [X] (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 (June 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, 108-302, 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).
- [ ] (33) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (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\(f\)](#)).
- [X] (38) [52.232-33](#), Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

- [ ] (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 (May 1999) ([31 U.S.C. 3332](#)).
- [X] (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) ([41 351](#), *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 (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.

(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 Retention, of the other clauses of this contract. If this contract is completely 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), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [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](#))).

(ii) [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 subcontracts 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.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vii) [Reserved]

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [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\(g\)](#)).

(x) [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.*).

(xi) [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.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [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](#).

(xiv) [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.

(End of clause)

**D.19. Department Of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Contract Clauses**

CLAUSE	TITLE	DATE
352.202-1	Definitions	January 2006
352.224-70	Confidentiality of Information	January 2006
352.232-9	Withholding of Contract Payments	January 2006
352.233-70	Litigation and Claims	January 2006
352.239-70	Standard for security configurations	September 2009
352.249-14	Excusable Delays	January 2006
352.270-6	Publications and Publicity	January 2006
352.270-7	Paperwork Reduction Act	January 2006
352.270-10	Anti-Lobbying	January 2006
352.270-11	Privacy Act	January 2006

All other NITAAC terms and condition of which apply herein.