



February 19, 2010

Subject: Request for Proposal 10-233-SOL-00070

Dear Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Solicitation 10-233-SOL-00070. 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**

**Attachments A: Description and Specifications**

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

**Attachment B-1: Instructions to Offerors & Evaluation Criteria**

**Attachment C: Non-Disclosure Agreement & Contract Administration**

Prospective Offerors are requested to submit all questions and proposals through the NITAAC website. To confirm that all electronic submissions are successfully captured by the NITAAC website, please e-mail Jehovah Kearse Jr. at [jehovah.kearse@psc.hhs.gov](mailto:jehovah.kearse@psc.hhs.gov) stating that 'company has submitted questions/proposals through the NITAAC website.' Offerors must reference the solicitation number **10-233-SOL-00070** on all correspondences.

All questions must be submitted by **3:00 PM EST on February 24, 2010**. The questions and answers will be posted on the NITAAC website.

An electronic copy of your complete proposal must be received through the NITAAC website no later than **3:00 PM EST on March 12, 2010**. All proposals shall be marked with the solicitation number **10-233-SOL-00070**.

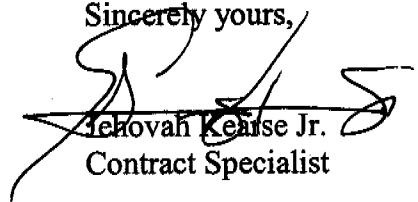
It is the Offeror's responsibility to submit all proposals by the scheduled closing date and time and in accordance with the attached "Instructions to Offerors".

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

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

If additional information is required, please contact Jehovah Kearse via email at [jehovah.kearse@psc.hhs.gov](mailto:jehovah.kearse@psc.hhs.gov).

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jehovah Kearse Jr.', is written over the printed name. The signature is stylized and somewhat illegible.

Jehovah Kearse Jr.  
Contract Specialist

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>			1. REQUISITION NUMBER OS28570		PAGE OF 1 2				
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 10-233-SOL-00070				
6. SOLICITATION ISSUE DATE 02/19/2010		7. <b>FOR SOLICITATION INFORMATION CALL:</b> a. NAME JEHOVAH KEARSE		b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 03/12/2010 1500 ET			
9. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857			CODE ADP	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: 541512 SIZE STANDARD: \$25.0 <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 200 Independence Ave. S.W. Washington DC 20201		CODE OS	16. ADMINISTERED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857				CODE ADP		
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	ARRA REQUIREMENT - This solicitation is issued subject to the availability of funds (FAR 52.232-18, Availability of Funds (APR 1984)).  The contractor shall provide services to develop use cases for interoperability based upon business scenarios and functional requirements, which can be leveraged to identify necessary standards and interoperability specifications to achieve increased level of interoperability across the nation in health IT.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1	EA		

25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			<input type="checkbox"/> 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.		
<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			30a. SIGNATURE OF OFFEROR/CONTRACTOR		
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  ROSANNA BROWNING			31c. DATE SIGNED		

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED     INSPECTED     NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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 ( <i>YY/MM/DD</i> )

## TASK ORDER DESCRIPTION AND SPECIFICATIONS

### **TITLE: Standards and Interoperability Framework - Use Case Development and Functional Requirements for Interoperability**

1. **Anticipated Period of Performance:** Twenty-four (24) months, beginning on the date of award.
2. **Anticipated Task Order Type:** Time and Materials
3. **Place of Performance:** Contractor's Site
4. **Purpose of Task Order:**

The purpose of this requirement is to develop use cases for interoperability based upon business scenarios and functional requirements, which can be leveraged to identify necessary standards and interoperability specifications to achieve increased levels of interoperability across the nation in health IT. The wider adoption and effective use of health IT begins with identification of operational and business needs to support meaningful use that can then be converted into use cases, which can in turn drive the development of standards and interoperability.

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:

- (1) Ensures that each patient's health information is secure and protected, in accordance with applicable law;
- (2) Improves health care quality, reduces medical errors, reduces health disparities, and advances the delivery of patient-centered medical care;
- (3) Reduces health care costs, resulting from inefficiency, medical errors, inappropriate care, duplicative care and incomplete information;
- (4) Provides appropriate information to help guide medical decisions at the time and place of care;
- (5) Ensures the inclusion of meaningful public input in such development of such infrastructure;
- (6) 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;
- (7) Improves public health activities and facilitates the early identification and rapid response to public health threats and emergencies, including bioterrorist events and infectious disease outbreaks;
- (8) Facilitates health and clinical research and health care quality;
- (9) Promotes early detection, prevention and management of chronic diseases;
- (10) Promotes a more effective marketplace, greater competition, greater systems analysis, increased consumer choice, and improved outcomes in healthcare services; and
- (11) Improves efforts to reduce health disparities.

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

- (1) The collection of quality data and public reporting;
- (2) Biosurveillance and public health;
- (3) Medical and clinical research; and
- (4) 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 contractor will be required to cooperate with other ONC contractor(s) who will be performing a global evaluation to assess the combined impact of the HITECH programs.

## **5. Background**

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

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

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

Nationwide Health Information network (NHIN) is an interoperability infrastructure that has been piloted and is in its demonstration phase at ONC. NHIN is the enabler to make the HITECH priorities achievable to improve quality care, expedite care coordination, and reduce costs.

The NHIN includes coordinated architecture of a common, secure and trusted network that enables the exchange of health information and coordination of care among private health networks and Federal health care providers; such as the Indian Health Services, Veterans Affairs and Department of Defense. As patients are seen by providers from different health systems, the NHIN allows seamless transfer and sharing of health information to make it available where and when it is needed resulting in better informed decisions and improving quality of care. The NHIN integrates specifications, implementations, compliance and interoperability verification, and network operations

along with a strong trust fabric into a harmonized set of activities that reduce the cost and time-to-market of health information technology interoperability. By integrating and streamlining the technical, policy and operational components necessary to participate in a common and secure health network, the NHIN offers a method of effective and cost efficient health information exchange, especially for the mature health information exchange or federal agency that has a need to exchange information with many entities. An operational and viable NHIN will greatly increase the demand for and success of health information exchange adoption, and enable organizations to implement approved standards and achieve meaningful use targets associated with the exchange of health information.

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

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

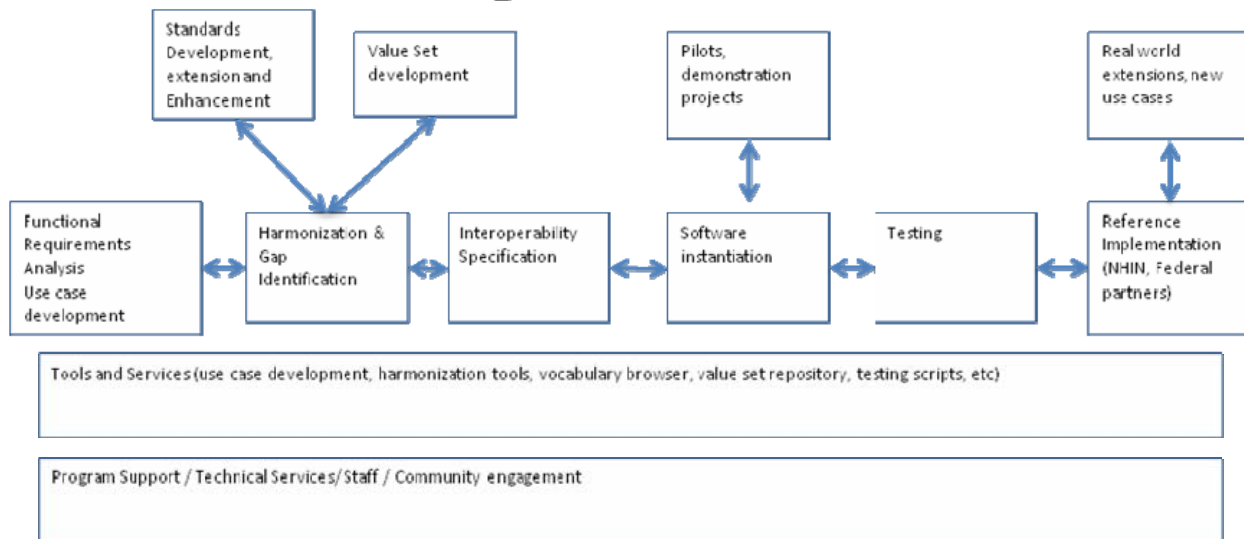
Meaningful use incentives will be available to health care providers beginning in FY 2011 based on their Medicare and Medicaid coverage status and other statutorily defined factors. This includes eligible health care professionals and acute care hospitals and takes into consideration adjustment factors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

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

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

## 5.1. Overview of Standards and Interoperability Framework

# Interoperability/Standards processes



Each task will fit into the ONCs Standards and interoperability framework. This framework is meant to establish a sustainable set of tools and processes that will streamline and coordinate the development of standards and interoperable software solutions to support the goals of the ONC.

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

This framework is a life cycle for the development of standards and interoperability specifications and is meant to establish a sustainable set of tools and processes that will streamline and coordinate the development of standards and interoperable software solutions to support the goals of the HITECH Act. The standards and interoperability framework will support all ONC programs and effort in increasing adoption of health IT across the entire health care enterprise.

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

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



In order to be able to test and implement the standards in real-life settings, they must be specified to a higher degree of detail, with specific choices i.e., constraining and removing optionality. One of the other steps in the framework and separate projects will include development of the priority use cases (including specifications for data, services, vocabularies and value sets) which will enable the testing and validation of these standards within the NHIN architecture.

**5.2. Use case development and functional requirements for interoperability.** Standards and software developers require precise functional requirements and use cases to document the real-world challenges that they are trying to solve. Standardizing how functional requirements and use cases are documented is a critical step in streamlining the interoperability and standards development process. Working closely with consumers, providers, government organizations and other stakeholders, ONC will identify real-world needs, prioritize them through a governance process, and create explicit, unambiguous documentation of the use cases, functional requirements and technical specifications for interoperability. This will improve consistency, reduce rework, and allow wider participation in the process.

For the development of use cases, ONC would like to leverage a proven approach; the National Information Exchange Model (NIEM) and Information Exchange Package Documentation process and develop a NIEM like process for health care domain. NIEM provides standard definitions in a structured data model, as well as the tools, governance and methodology to execute information sharing in repeatable way that is stable over time. ONC would like to engage public/private partnerships, the Health Information Technology federal advisory committees, the current NHIN cooperative and the federal health architecture (FHA) and other healthcare stakeholders in the use case development process. ONC, in consultation with Federal Advisory Committees will define guidance regarding how to govern the process, identify resources, establish use case priorities and evaluate the success of the specifications in meeting the needs of the stakeholders.

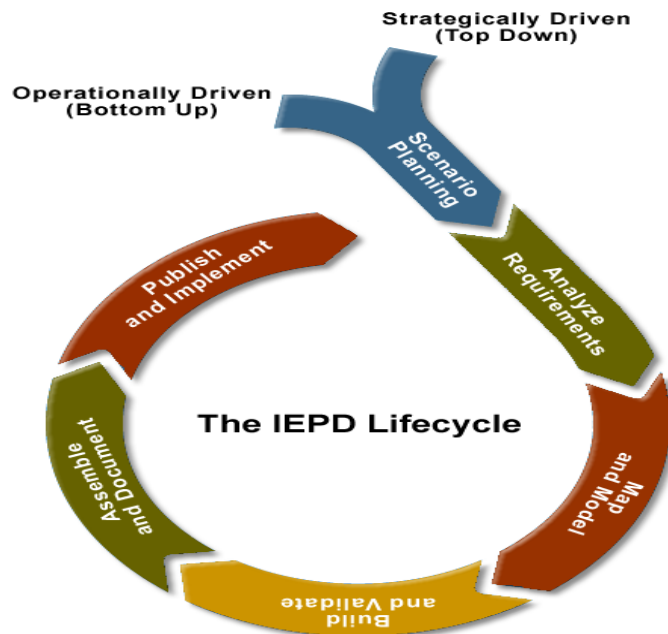
The scope and complexity of integrating the different stakeholders will require (1) resources to support governance, (2) tools for collaboration and support use case development, and the (3) leveraging existing NIEM processes (rather than building a new process), for healthcare domain, that can incorporate input from all stakeholders.

The National Information Exchange Model (NIEM) is designed to develop, disseminate, and support enterprise wide information exchange processes and standards that can enable jurisdictions to effectively share critical information in both emergency and routine situations. Today, NIEM does not include healthcare domain. However, NIEM provides a consistent approach that will help develop consistent description of use cases and help the healthcare stakeholders. ONC, through this project and other projects within the framework, 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 healthcare consumers. Leveraging the tools and resources available in the NIEM process will help each new case to build on previous use cases.

**5.3 Business use cases background.** Even before the HITECH Act, ONC was focusing on standards and interoperability to improve adoption of EHR. Over the years, ONC received public input and feedback on interoperability and health information exchange challenges and the need for leadership in making standards easier for the industry adoption. The Federal Advisory Committees also highlighted these as priority areas among several others and recommended that ONC take a leadership role in promoting progress in these areas.

In the last three years, ONC has developed several business use cases ([http://healthit.hhs.gov/portal/server.pt?open=512&objID=1255&parentname=CommunityPage&parentid=2&mode=2&in\\_hi\\_userid=10741&cached=true](http://healthit.hhs.gov/portal/server.pt?open=512&objID=1255&parentname=CommunityPage&parentid=2&mode=2&in_hi_userid=10741&cached=true)) which addressed a particular topic by describing: business processes, functional requirements, stakeholders, information exchange needs, issues and policy implications. These use cases were developed based upon priorities, relevant stakeholders input; information gathered through several discussions, public feedback, and socialization processes. These business use cases were then used by the Health Information Technology Standards Panel (HITSP) to identify, harmonize, and in some cases develop interoperability standards through other standards development organizations. Where appropriate, HITSP standards were then utilized in the development of NHIN specifications. During this process, ONC also identified a need to develop system use cases, such as UML modeling, which would assist in the development of system and implementation requirements. ONC would like to leverage lessons learned from the previous process and establish a NIEM like process going forward that is appropriate for healthcare industry.

NIEM provides a common vocabulary with terms, definitions, and formats - independent of an individual agency's database management systems and a structured approach to developing the reference documentation that expresses the NIEM information exchange's requirements in an implementation ready format – the Information Exchange Package Documentation (IEPD) development process



Starting from the business case requirements and scenario planning through testing and documentation, the IEPD lifecycle and processes will help develop consistent format for use cases.

**6. Government Furnished Information:** The relevant information about NHIN can be found on ONC website <http://healthit.hhs.gov/NHIN>. The relevant information about the IFR can be found on the website [http://www.federalregister.gov/OFRUpload/OFRData/2009-31216\\_PI.pdf](http://www.federalregister.gov/OFRUpload/OFRData/2009-31216_PI.pdf). 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).

**7. Government Furnished Property: None.**

**8. Rights in Data:**

All data resulting from this task order is the property of the Government. The Contractor agrees not to disclose, verbally or in writing, information pertaining to the results or findings of work (including data base files, analyses, draft or final papers and reports) required or established by this task order without obtaining prior written approval of the COTR. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying, who or what is generating the request for advance information; when and how project results/information would be released; and what information would be released. Failure to receive a response from the COTR does not constitute approval for releasing information.

## **STATEMENT OF WORK INTEROPERABILITY FRAMEWORK USE CASE DEVELOPMENT**

### **1. Overview**

The purpose of this contract is to convene a group of appropriate stakeholders and participants to develop and execute processes, which will support the development of business and system use cases and prioritization; as well as develop of functional requirements using the IEPD process.

The contractor shall leverage the NIEM and IEPD process to develop consistent documentation and description of use cases. The contractor, with input from ONC, shall review the NIEM process, customize it for healthcare domain, and execute the IEPD life cycle key steps. The contractor shall perform a convening role is engaging appropriate stakeholders in identifying and prioritizing use cases. The use case documentation will follow the guidelines, standards and tools available in IEPD, which will include, at a minimum, identification of key operational areas and business needs; relevant stakeholders; guidelines for decision making and communication.

The contractor shall engage multiple stakeholders who are represented through an inclusive governance process to ensure an objective, open and consensus-driven process and credible results. It would be critical to gather business requirements and use case needs from all stakeholders within healthcare domain. It is anticipated that the business and operational needs for healthcare will come from various sources such as Meaningful Use roadmap and requirements; other recommendations from Federal Advisory Committees, certification criteria needs; requirements of Virtual Lifetime Electronic Record (VLER); support for clinical research and other areas described/included in HITECH.

The contractor shall establish a process for the collection of business needs, which may include volunteer participation, input from subject matter experts and other existing groups or organizations. The contractor shall liaison with the NIEM governance and ensure consistency of healthcare domain with the NIEM as well as efficiency in using NIEM and IEPD artifacts.

The contractor shall maximize the use of existing processes where appropriate and work collaboratively with other HHS health IT contractors working on various components of the standards and interoperability framework.

The work effort for this project is primarily “outward looking” and aimed at convening and coordinating external teams and communities to support the initial phase of the NIEM like process for health care led by ONC.

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

1. Contract-Level and Task Order (TO) Management
2. Finalize Use Case Development Process
3. Collect and Prioritize Business Needs
4. Document Business Processes, Scenarios and Develop Functional Requirements
5. Develop Use Cases for Interoperability

## **2. Specification of Tasks:**

The outcomes/ objectives the Contractor is required to accomplish for each task include, but are not limited to:

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

#### **1.1 Contract-Level Program Management**

The contractor shall provide program management including but not limited to the following tasks:

- 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, development of comprehensive work plan, work breakdown structure and resource management.
- Coordinate organizational requirements, manage projects and schedules, and report progress/issues to Contracting Officer Technical Representative (COTR).
- Provide the centralized administrative, clerical, documentation and other related functions.
- Manage the work according to the work plan approved by COTR.

#### **1.2 Task Order Management Plan**

The contractor shall prepare a Task Order Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements for execution of all tasks throughout task order execution.

#### **1.3 Post Award Meeting**

The contractor shall meet with the COTR and other ONC staff, 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.

#### **1.4 Project Work Plan.**

The contractor shall submit an electronic copy of the draft 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 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 work plan will also include description of the proposed process and strategy to execute all tasks.

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.

### 1.5 Collaboration Meetings

Participate in meetings and related activities which shall be designated by the COTR, including 1) attending appropriate Federal Advisory Committee that will develop advice and recommendations for coordinating efforts in the public and private sectors for interoperable HHS health IT adoption and 2) participating with HHS health IT contractors and stakeholders such as Health and Human Services, Veterans Administration, Department of Defense, Department of Commerce, Department of Homeland Security, NIST, and others to gather, evaluate and apply common use-cases, standards, definitions, priorities and other actions relevant to the development and evaluation of interoperable health IT.

### 1.6 Monthly Progress Review Support

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

### 1.7 Assistance in Reports and Briefings

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

## **Task 2 – Finalize Use Case Development Process**

### 2.1 Use Case Development Process Description and Overview

The contractor shall review NIEM approach and develop a plan for use case development process to meet ONC and healthcare industry needs. The contractor shall also recommend governance for this process for ONC approval and after the approval, establish the governance.

- The contractor shall develop a business plan for self-sustaining use case development process for interoperability including cost-revenue projections over a 5-year period. As part of the plan, contractor shall include the appropriate organizational and operational constructs that are foundational for a sustainable business model. This should include a sustainable model for the entire standards and interoperability framework starting from use case development process, the development of IEPDs and model-driven software artifacts to support meaningful use interoperability.
- The contractor shall review the IEPD lifecycle in detail and identify where changes need to be made to apply that process for healthcare. Working with COTR, the contractor shall create a revised development lifecycle for health IT.

### 2.2 Change Management Process

The contractor shall also develop change management process, dissemination vehicle and process and release schedule for use cases and functional requirements maximizing the use of existing processes where appropriate.

- The contractor shall provide a complete plan and schedule that describes how requirements and use cases may be collected, harmonized and maintained over time, and a recommended release schedule and publicly available dissemination process/channel.

### **Task 3 – Collect and Prioritize Business Needs**

#### 3.1 Complete list of Business Need

The contractor shall convene appropriate groups, organizations and/or subject matter experts to collect business and operational needs for health IT.

- The contractor shall identify a “use case steward” (or stewards), drawn from the convened group, who will be responsible for coordinating the use case development throughout the process.
- The contractor shall review all business and operational needs identified through various sources such as Meaningful Use roadmap and requirements; other recommendations from federal advisory committees, certification criteria needs; requirements of Virtual Lifetime Electronic Record (VLER); support for clinical research and other areas described/included in HITECH.

#### 3.2 Rationale for Prioritization and supporting information

The prioritization will be based upon overall objectives and vision of ONC, health IT and healthcare industry priorities.

- The contractor shall work within established governance, the COTR and ONC-directed groups to develop preliminary priorities for development of functional requirements. These preliminary priorities will then be reviewed with all relevant stakeholders to finalize them. The stakeholder input could be obtained via public comments, listening sessions or any other appropriate method.

#### 3.3 Create Inventory of business needs, rationale and priorities

The contractor shall collect these requirements, prepare a thorough listing of all the needs and related rationale, and identify any duplications, gaps or inconsistencies in business requirements. The contractor shall also identify all relevant stakeholders for these needs and requirements.

- The contractor shall work within established governance, the COTR and ONC-directed groups to develop preliminary priorities for development of functional requirements. These preliminary priorities will then be reviewed with all relevant stakeholders to finalize them. The stakeholder input could be obtained via public comments, listening sessions or any other appropriate method.

### **Task 4 – Document Business Process, Scenarios and Develop Functional Requirements**

#### 4.1 Business Processes

Based upon the priorities defined in the previous task, the contractor shall leverage the IEPD process to develop business requirements for each prioritized business scenario and need.

- This will include identification of all stakeholders in the process: people that would input the information, people who would receive the information and people who would benefit from the

information. The process will also identify key information needs as well as information exchange needs.

#### 4.2 Business Scenarios (these will be developed simultaneously with the Processes)

The contractor shall develop a description of these business scenarios and processes using IEPD templates and tools.

- Development of scenarios, processes and requirements will use existing documentation standards and artifacts available in IEPD process. These documents will be drafts for review by COTR and other key stakeholders.

#### 4.3 Functional Requirements (these will be developed in parallel but staggered with the development of scenarios)

The contractor shall finalize the functional requirements based upon feedback and input from various communities.

### **Task 5 – Develop Use Cases for Interoperability**

The contractor shall use the functional requirements and develop use cases for each functional requirement. The use case description will include appropriate level of detail required for identification of necessary standards and implementation specifications.

- The contractor shall provide subject matter expert and a use case steward to support the use case development process, harmonization of use cases and coordinate with the harmonization of standards and interoperability specifications tasks in the health care domain NIEM like process.
- The use case package will use IEPD artifacts and will include, at a minimum, process flow, actors, integration among all actors and secondary users, necessary standards and specifications for system development.
- The contractor shall develop a customized template for healthcare use case package using IEPD tools and artifacts
- The contractor shall develop draft package for review and approval by COTR and any other review group as directed by COTR. After the approval by COTR, contractor shall finalize the package.
- The contractor shall assist COTR is socializing the use case package including implementation specifications and provide feedback to the ONC from the use case SME about the artifacts and use case packages.
- The contractor shall develop the artifacts in this process which can be used by other tasks and activities within the standards and interoperability framework e.g., the IEPD package developed in this process would identify standards which can be used in the harmonization of standards and implementation specifications

### **3. Technical Direction Letters**

Clarification of specific performance requirements and technical direction will be provided by the COTR to the contractor in multiple written Technical Direction Letters (TDLs) to be issued to the contractor Project Manager as needed over the period of performance. The TDLs will serve to clarify and supplement requirements, specify deliverable content, details regarding meeting dates,



etc. described in this SOW. The TDLs, upon issuance, will supplement this task order SOW. The contractor responsibilities, due dates, performance requirements and deliverables stated in the TDLs will become a binding part of the task order and will have the same force and effect as if they had been a part of this original task order SOW. In no case shall a TDL require work outside the scope of this SOW or direct work that will cause the contractor to exceed the total not to exceed price for either labor or other direct costs in the task order. In no case shall a TDL require the contractor to incur costs over and above the incrementally funded amount of the task order. In the event the contractor believes a TDL exceeds the scope, price or funding of the task order, he shall immediately bring this to the attention of both the COTR and contracting officer in writing.

**4. 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.

<b>Task Reference/Deliverable</b>	<b>Description</b>	<b>Delivery Due Date</b>
<b>TASK 1: Contract and Task-Order Management</b>		
1.1 Task Order Management Plan	Detailed information that addresses <ul style="list-style-type: none"> <li>• Technical approach</li> <li>• Resources</li> <li>• Contractor organization structure, staffing plan; company and staff emergency escalation roster</li> </ul> Management controls and support procedures.	Draft – 15 days after award, Final – 30 days after award, update as required
1.2 Monthly Reports	Each progress report shall set forth concise statements concerning activities relevant to providing support services and shall include, as a minimum the following: <ul style="list-style-type: none"> <li>• A brief review of the work identified and accomplished during the reporting period, including a summary listing of task assignments completed, assignments in progress, any backlogged assignments, potential assignments and a high-level timeline;</li> </ul>	Monthly, on 10th business day

	<ul style="list-style-type: none"> <li>Current and cumulative costs expended;</li> <li>Current and cumulative person-hours expended by labor category during the reporting period</li> </ul>	
1.3 Project Work Plan	A written description of proposed process/strategy to execute all tasks, project activities, task prioritization, resource allocation, interdependencies and intersections with other activities and risk mitigation strategies	Draft – 15 days after award; Final – 30 days after award
<b>TASK 2: Finalize Use Case Development Process</b>		
2.1 Use Case Development Process Description and Overview	Description and flowchart of the use case development process tailored from NIEM IEDP lifecycle. It will include self-sustaining process including cost/revenue projections and organizational and operational constructs.	2 months after award
2.2 Change Management Process	Plan and schedule describing how requirements and use cases can be harmonized with a recommended schedule for release and plan for dissemination	2 months after award
<b>TASK 3: Collect and Prioritize Business Needs</b>		
3.1 Complete list of Business Needs	Complete list of all business needs	3 months after award and updates monthly
3.2 Rationale for Prioritization and supporting information	Rationale collected from various sources	4 months after award and updates monthly
3.3 Prioritized list of business requirements	Prioritized list with supporting information.	Draft – 3 months after award and Final – 5 months after award; updates quarterly
<b>TASK 4: Document Business Processes, Scenarios and Develop Functional Requirements</b>		
4.1 Business Processes	Overview of business processes and supporting description	Initial drafts – 4 months after award; and final – 6 months after award; updates as necessary

4.2 Business Scenarios (these will be developed simultaneously with the Processes)	Detailed description of scenarios for each business process	4 months after award; updates monthly
4.3 Functional Requirements (these will be developed in parallel but staggered with the development of scenarios)	Functional requirements for each scenario.	4 months after award and monthly updates
<b>Task 5: Develop Use Cases for Interoperability</b>		
5.1 Use Case Documentation Packages (these will be developed in parallel but staggered with the development of functional requirements)	Complete Use Case documentation package including artifacts and necessary diagrams, sample XML instances, style sheets, metadata, etc.; leverage IEPD package guidelines.	6 months after award and monthly updates
Attachment C, Section 13: HHSAR clause 352.270-19(b).	Section 508 Annual Report	Submit report to the COTR within 45 days of the end of task order period

**5. Performance Requirements Summary (PRS)**

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

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met
1.1 Task Order Management Plan	Provide a Task order management plan describing implementation and organization for SOW accomplishments..	The COTR will review and provide comments	Draft submitted 15 days after award and no more than 2 days later  Final is comprehensive , incorporates COTR's comments, error free and submitted within 30 days after award and no more than 2 days later. Update as required
1.2 Monthly Progress Reports	Progress reports are relevant and concise in addressing activities and includes : review of the work identified	The COTR will review and provide comments	Monthly, on 10th business day and no later than 2 days later

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met
	<p>and accomplished during the reporting period, including a summary listing of task assignments completed, assignments in progress, any backlogged assignments, potential assignments and a high-level timeline;</p> <ul style="list-style-type: none"> <li>• Current and cumulative costs expended;</li> <li>• Current and cumulative person-hours expended by labor category during the reporting period;</li> <li>• Summary of performance statistics and service availability.</li> </ul>		
1.3 Project Work Plan	A written description of proposed process/strategy to execute all tasks, project activities, task prioritization, resource allocation, interdependencies and intersections with other activities and risk mitigation strategies	The COTR will review and provide comments	Submitted no more than 2 days after deadline and only minor edits required 95% of the time
<b>TASK 2: Finalize Use Case Development Process</b>			
2.1 Use Case Development Process Description and Overview	Description and flowchart of the use case development process is tailored from NIEM IEDP lifecycle and includes self-sustaining processes including cost/revenue projections and organizational and operational constructs.	The COTR will review and provide comments	Submitted no later than 2 days after deadline; Only minor edits required 95% of the time
2.2 Change Management Process	Plan strategy describes how requirements and use cases can be harmonized with a recommended schedule for release and plan for dissemination	The COTR will review and provide comments	Submitted within 2 months after award with only minor edits required.

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met
<b>TASK 3: Collect and Prioritize Business Needs</b>			
3.1 Complete list of Business Needs	Listing of all the needs and related rationale identifies duplications, gaps or inconsistencies in business requirements including all relevant stakeholders for these needs and requirements	The COTR will review and provide comments	Submitted no later than 2 days after deadline. Only minor edits required.
3.2 Rationale for Prioritization and supporting information	Overview of business processes and supporting description; detail description of scenarios for each business process; and functional requirements for each scenario	The COTR will review and provide comments	Error free and submitted monthly Only minor edits required and submitted no later than 2 days after deadline
3.3 Prioritized list of business requirements		The COTR will review and provide comments	Error free and maintained as needed
<b>TASK 4: Document Business Processes, Scenarios and Develop Functional Requirements</b>			
4.1 Business Process Scenarios	Processes, procedures and manuals used to onboard candidates on the NHIN are comprehensive, accurate, and sufficient for training any new support staff.	The COTR will review and provide comments	Error free and maintained as needed
4.2 Business Scenarios	Developed simultaneously with the Processes	The COTR will review and provide comments	Error free and maintained as needed
4.3 Functional Requirements	Developed in parallel but staggered with the development of scenarios	The COTR will review and provide comments	Error free and maintained as needed
<b>Task 5: Develop Use Cases</b>			
5.1 Use Case Document Packages	Use Case documentation package are comprehensive including artifacts and necessary diagrams, sample XML instances, style sheets, metadata, etc.; leverage and IEPD package guidelines	The COTR will review and provide comments	Error free and submitted no more than 2 days after deadline.

**6. Publications/Audiovisual/Public Affairs Services**

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

- a. publications development (print products, electronic bulletin boards, posting on the internet, etc.).
- b. public affairs services in excess of \$5000.
- c. audiovisuals (regardless of the audio, video, or audiovisual medium employed).

The Contractor shall submit a request for approval to the COTR for any items or deliverables that need public affairs clearance prior to development. Please allow 4 - 6 weeks for approval. Further guidance can be found in the Public Affairs Management Manual (PAMM). The PAMM sets forth the policies governing publications, audiovisuals and exhibits, and public affairs services. Publications are defined in 5-00-15 of the Public Affairs Management Manual (PAMM). Public affairs services are defined in 8-00-20 of the PAMM. A copy of the PAMM can be downloaded from the following website: [http://www.hhs.gov/hhsmanuals/public\\_affairs.pdf](http://www.hhs.gov/hhsmanuals/public_affairs.pdf).

**7. Printing**

- a. The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this task order.
- b. The Contractor may duplicate or copy less than 5,000 units of only one page, or less than 25,000 units in aggregate of multiple pages using one color (black), such pages not exceeding the maximum image size of 10 ¾ by 14 ¼ inches. This page limit is per requirement, individual photocopy task, and not per task order.
- c. The cost of any unauthorized printing or duplicating services under this contract will be disallowed or not accepted by the Government.

## 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:**

#### **1. Organization of Proposal:**

Each offer shall consist of two separately packaged proposals:

- a) A technical proposal (to include at least five past performance references) and 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.
- b) Before providing further instructions, special note is in order to clarify what is expected in the offeror's technical proposal. The tasks and suggestions presented herein are intended as a guide to prospective offerors. The successful offeror is expected to be innovative in the approach recommended. The information presented is not intended to restrict an offeror's proposal or to stifle creativity.

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

- (a) Cover Page – Including the name of the proposing organization, author(s) of the technical

proposal, the RFP number, and the title of the RFP should appear on the cover. (Excluded from the 25 page limit)

- (b) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily. (Excluded from the 25 page limit)
- (c) 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)
- (d) The Offeror shall prepare a technical discussion which addresses evaluation criteria outlined below.
  1. Technical/Management Approach
  2. Personnel Qualification and Expertise
  3. Discussion and Understanding of the Project
  4. Past Performance (Excluded from 25 page limit)

### **3. 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.

- (a) Technical/Management Approach – 35 points maximum
- (b) Personnel Qualification and Expertise – 35 points maximum
- (c) Discussion and Understanding of the Project – 30 points maximum  
MAXIMUM TECHNICAL SCORE = 100 POINTS
- (d) Past Performance–

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



## 5. Organization of the 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.

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.

**6. 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.

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

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

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

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

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

The Section 508 standards applicable to this solicitation are identified in the Statement of

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

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

(End of provision)

## **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.

Labor Category	Estimated Hours
Program Manager 1	1,040
Program Manager	4,160
Principal Systems Architect	4,160
Senior Computer Systems Analyst	8,320
Senior Functional Analyst	8,320
Technical Writer/Editor	4,160

## **Proposal Evaluation Criteria**

### **Standards and Interoperability Framework Use Case Development and Functional Requirements for Interoperability**

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

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

**2. Personnel Qualifications and Expertise – (35 points maximum)**

The Offeror will be evaluated on demonstrated experience of their personnel in areas such as Health IT information exchange, industry standards, NHIN solutions, and health information exchange operations. The proposal must provide evidence of the overall competency of the proposed team, including relevant experience of the proposed Task Order lead and other key staff and any consultants with the relevant technical experience. The Offeror will be evaluated on demonstrated experience of key personnel and a description of credentials, availability, roles, responsibilities and the relationship to the Task Order and its implementation. Resumes must be provided for key personnel and subcontractors to support their qualifications.

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

The Offeror will be evaluated on their understanding of the project through the response to this solicitation. The Offeror must demonstrate understanding of the overall program and the importance of this project to achieving the overall vision of widespread use of electronic health records. The Offeror should also be familiar with the NHIN Program, its goals, objectives, and vision as well as its operations. The Offeror shall not merely repeat or paraphrase the Statement of Work but show an independent understanding of the issues and context and challenges facing this requirement.

**MAXIMUM TECHNICAL SCORE = 100 POINTS**

**4. Past Performance-Evaluation Scheme (10 points)**

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

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

- a. A list of five (5) completed or active contracts for related or similar services. The Government will evaluate past performance on contracts that are similar in nature to the requirements of this RFP. Contracts listed shall include those entered into with the Federal

Government, agencies of state and local Governments or commercial customers. Include the following information for each contract:

1. Name of Contracting Organization;
  2. Contract Number;
  3. Contract Type;
  4. Total Contract Value;
  5. Description of Requirement;
  6. Contracting Officer's Name, Telephone Number, Facsimile Number and **E-mail Address**;
  7. Contracting Officer's Technical Representative's (COTR) Name, Telephone Number, Facsimile Number and **E-mail Address**; and
  8. Explanation/Comments Regarding Problems Encountered and Corrective Actions Taken.
- b. Each Offeror will be evaluated on its performance under existing and prior contracts which are similar in nature to the requirements of this RFP. The Government is not required to contact all references provided by the Offeror. Also, references other than those identified by the Offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the Offeror's past performance. Information for the evaluation of past performance will be randomly requested from the list of references (see paragraph a. above) or other sources as previously stated. Performance information will be used for both responsibility determinations and as an evaluation factor to be scored.
- c. Offerors are further advised that thorough and complete past performance information is required. Explanations/comments regarding problems encountered and corrective actions taken shall be addressed as a part of the proposal submitted in response to this solicitation. The Government will take the Offeror's comments into consideration when conducting its past performance evaluation.

**OFFERORS MAY NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS ENCOUNTERED IN PAST PERFORMANCE.**

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

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

## Confidentiality/Non-Disclosure Agreement

### **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) required or established by this task order without obtaining prior written approval of the COTR. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying, who or what is generating the request for advance information; when and how project results/information would be released; and what information would be released. Failure to receive a response from the COTR does not constitute approval for releasing information.

## Contract Administration

### **1. Inspection and Acceptance**

The COTR, as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of all deliverables. The contractor's performance will be closely monitored in terms of quality and timeliness of deliverables and responsiveness to requests.

### **2. Term of Contract**

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

### **3. Type of Contract**

Time and Material

### **4. Schedule of Deliverables**

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

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

### **5. 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.

## 6. Contractor Personnel.

In order to perform all aspects of this contract, the Contractor shall provide personnel qualified to perform tasks identified in the statement of work. As this is a performance-based contract, the COTR will use the PRS (see attachment B, section 6) as the primary criteria to evaluate the Contractor's performance. The Contractor is therefore advised to staff the contract appropriately to offer optimal efficiency on each task. The Government reserves the right Qualifications of assigned personnel are subject to the review of the COTR.

## 7. Federal Holidays

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

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

## 8. Invoice Submission

- a. The Contractor shall submit one monthly original invoice complete with all required back-up documentation to the Contract Specialist, Jehovah Kearsse Jr., at [jeovah.kearse@psc.hhs.gov](mailto:jehovah.kearse@psc.hhs.gov) or sent by U.S. mail and addressed as follows:

DHHS/Program Support Center  
Division of Acquisition Management  
Attn: Jehovah Kearsse Jr.  
Parklawn Building, Room 5-101  
Rockville, Maryland 20857

One complete copy of each invoice with backup documentation shall be emailed to the COTR. Reference section 10.3 for the COTR's email address.

Three hard copies of all invoices with all required back-up documentation shall be sent directly to the Finance Office for payment or an electronic copy of all invoices with all back-up documentation may be e-mailed to [psc\\_vouchers.cpmt@psc.hhs.gov](mailto:psc_vouchers.cpmt@psc.hhs.gov). It is the responsibility of the Contractor to verify that the Finance Office has received its invoice.

Calls concerning contract payment shall be directed to the general help-line number on (301) 443-6766. The address for the Finance Office responsible for payment is:

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

- b. The Contractor agrees to include the following information on its invoice:
1. Contractor's name, invoice number and date;
  2. Contract Number and Task Order Number;
  3. Employee name and title (labor category); the loaded hourly rate; number of hours used during the month; number of hours remaining for the task order period; dollar amount billed for the month; cumulative dollar amount billed to date for the task order period; the balance remaining for the task order period;
  4. Payment terms;
  5. Tax identification number;
  6. Signature of an authorized official certifying the voucher to be correct and proper for payment;
  7. Contractor's complete remittance or check mailing address; and
  8. COTR's name and telephone number.
- c. Contractor employees shall record all actual hours worked on time sheets on a daily basis whether the employees are working at an on-site location or off-site location. The time sheets shall be the official time records for payment purposes under this task order. The Contractor shall only be reimbursed for time actually worked by its employee(s) as indicated on the time sheets. The Contractor shall not be reimbursed for employee lunch hours or employee absence due to scheduled leave, sick time, Contractor holidays, or Government holidays. Payment for actual hours worked shall be earned in increments of one-half (1/2) hour. The Contractor shall submit the time sheets as backup documentation with the monthly invoices. In addition to the time sheets, the Contractor shall submit a chart showing the following information for each labor category: 1) the loaded fixed hourly rate; 2) the number of hours proposed; 3) the number of hours used during the billing period; 4) the number of hours remaining for the task order period; 5) the dollar amount being billed for the month; 6) the cumulative dollar amount billed to date for the task order period; and 7) the balance remaining for the task order period.
- d. Electronic Transfer of Funds Payment  
Pursuant to FAR 52.232-33, Payment of Electronic Funds Transfer – Central Contractor Registration, payments under this contract shall be made by electronic funds transfer (EFT)



## **9. Authorization of Government Personnel**

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

### **9.1. Contract Specialist**

All order administration shall be performed by Jehovah Kearse Jr., Contract Specialist, Division of Acquisition Management, Parklawn Building, Room 5-101, 5600 Fishers Lane, Rockville, Maryland 20857, (301) 443-3336, Jehovah.kearse@psc.hhs.gov.

### **9.2. Contracting Officer**

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

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

### **9.3. Contracting Officers' Technical Representative Appointment and Authority**

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

*(To be determined upon award.)*

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officers' Technical Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

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

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

(1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;

- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officers' Technical Representative shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers' Technical Representative. If, in the opinion of the contractor, any direction of the Contracting Officers' Technical Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

#### **10. Travel Costs: (if applicable)**

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

The Contractor shall be reimbursed for all domestic travel as described in the Statement of Work, incurred directly and specifically in the performance of this task order, claimed by the Contractor, and accepted by the Contracting Officer.

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

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

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

(1) Air travel. The Contractor shall use coach-class accommodation, except as provided under sections 301-10.123 and 301-10.124 of the Federal Travel Regulations for official business, both domestic and international.

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

(b) Travel by motor vehicle, including rented automobiles, will be reimbursed on a reasonable actual expense basis or, at the contractor's option, on a mileage basis at the prevailing rate set for the in the Federal Travel Regulations, plus any toll or ferry charges.

(c) Subsistence expenses will be reimbursed based on actual itemized costs or the maximum per diem allowed by the Federal Travel Regulations in effect at the time the costs are incurred.

## **11. Special Contract Requirements**

### **11.1 Additional guidance from COTR: Technical Direction Letters:**

Clarification of specific performance requirements and technical direction will be provided by the COTR to the Contractor in multiple written Technical Direction Letters (TDLs) to be issued to the Contractor's Project Manager as needed over the period of performance. The TDLs will serve to clarify and supplement requirements, specify deliverable content, details regarding meeting dates, etc. described in this SOW. The TDLs, upon issuance, will supplement this task order SOW. The Contractor responsibilities, due dates, performance requirements and deliverables stated in the TDLs will become a binding part of the task order and will have the same force and effect as if they had been a part of this original task order SOW. In no case shall a TDL require work outside the scope of this SOW or direct work that will cause the Contractor to exceed the ceiling price for either labor or other direct costs in the task order. In no case shall a TDL require the Contractor to incur costs over the ceiling price of the task order. In the event the Contractor believes a TDL exceeds the scope or price of the task order, he shall immediately bring this to the attention of both the COTR and Contracting Officer in writing.

## **12. HHS-Controlled Facilities and Information Systems Security**

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

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

(1) HHS Information Security Program Policy

- (2) HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005
- (3) HHS HSPD-12 Policy Document, v. 2.0

(c) This contract/order will entail the following position sensitivity level(s): Level 1 (Non Sensitive).

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

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

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

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

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

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

(f) Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer’s discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).

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

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

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

**13. HHSAR 352.270-19(B) Electronic and Information Technology Accessibility (XXXXXXX 2008)**

Pursuant to Section 508 of the Rehabilitation Act of 1973 ([29 U.S.C. 794d](#)) Workforce Investment Act of 1998, all electronic and information technology (EIT) products and services developed, acquired, maintained, and/or used under this contract/order must comply 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](#). 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, Section 4, Schedule of Deliverables.

**14. HHSAR 352.270-5 Key Personnel (Jan 2006)**

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

the contract to add or delete key personnel at the request of the Contractor or Government. (End of clause)

The individuals cited below are key personnel:

Name	Title
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*To be entered upon award.*

## **15. Organizational Conflicts of Interest - General**

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

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

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

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

## **16. 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>.

## **17. FAR 52.217-8 Option to Extend Services (NOV 1999)**

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

Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

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

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
- (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**19. FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (DEC  
2009), ALTERNATE II (DEC 2009)**

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (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).
- (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)).
- (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.)
- (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.

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

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

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

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

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

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

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

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

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

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

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

\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_X\_ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

\_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).

\_X\_ (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).

\_X\_ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).



\_X (27) 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.)

\_\_\_ (28)(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.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (30)(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.

\_\_\_ (31) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (32)(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.

\_X (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X (34) 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).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 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)).

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (43)(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.

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

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is 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) (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and  
(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (May 2009) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except 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.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 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).

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

(G) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

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

(J) 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.).

(K) 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.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of Clause)

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

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. Also, a full text of a clause may be accessed electronically at these addresses: FAR – <http://www.acqnet.gov/far> and HHSAR - <http://www.hhs.gov/oamp/policies/hssar.doc>.

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

	FAR Clause No.	Title and Date
1.	52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
2.	52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2009)
3.	52.215-2	AUDIT AND RECORDS – NEGOTIATION (MAR 2009)
4.	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
5.	52.224-2	PRIVACY ACT (APR 1984)
6.	52.227-14	RIGHTS IN DATA – GENERAL (DEC 2007)
7.	52.232-18	AVAILABILITY OF FUNDS (APR 1984)

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

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