



## **Image World2 *new dimensions* – Master Contract**

**Award Date:** 12/21/2000  
**Expiration Date:** 12/20/2010  
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### **SECTION B**

## **SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 General**

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The contractor, as an independent contractor, and not as an agent of the Government, shall furnish the necessary qualified personnel, materials, and services not otherwise provided by the Government under the terms of this contract to provide a variety of imaging supplies and services for the National Institutes of Health, Department of Health and Human Services and the Federal Government. This is a 120 months Indefinite Delivery, Indefinite Quantity (IDIQ) type Delivery/Task Order contract utilizing fixed price in accordance with FAR 16.5. Offerors are required to submit prices for 120 months. The Government does not know the exact number of contracts that will be awarded as a result of this solicitation. The Government anticipates awarding at least 50% of the expected contract awards to Small Businesses. This work shall be performed in accordance with the Statement of Work, Section C, as well as by individual Delivery/Task Orders, which shall set forth all supplies to be provided and services to be performed.

The Government anticipates making contract awards for the following two business types; Small Business, and Large Business. All awards will result from this solicitation. For proposal purposes, Small Businesses can propose on any one or more Technology Functional Areas and Large Businesses shall propose on all three Technology Functional Areas. Regarding the Technology Functional Areas, an offeror shall include a minimum of three (3) Work Sample Categories from each Technology Functional Area proposed to qualify as a Prime. Refer to Section C, paragraph C.3.3 for a list of work sample categories. Modified and/or upgrade offerings will be considered for addition if appropriate and within scope. Work sample categories are merely examples of potential requirements. Imaging based products and solutions involving Business, Medical Sciences, and GIS/Scientific Technology Functional Areas will be considered. The Government intends to make contract awards for each business type.

### **B.2 Schedule of Items**

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The contractor may provide a full range of supplies and services in accordance with the Statement of Work requirements specified in Section C.

The contractor shall review the statement of work requirements and provide a brief description, including the Original Equipment Manufacturer (OEM); OEM Part/Model Number; contractor Part/Model Number if different from the OEM Part Number; and a description of all imaging resources offered. It is the offeror's responsibility to identify the imaging resources that will be available through Image World2 *New Dimensions* (IW2nd).

## **B.2.1 PRICE TABLES (refer to NITAAC Web Site <http://nitaac.nih.gov/>)**

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The contractor is required to submit all basic price data in the Price Schedule using the format and providing the information specified in this section. All of the items or services offered, for which the contractor expects to receive compensation (i.e., payment), must appear in the price schedules. If there is no explicit charge associated with a particular item or service, "N/C" (i.e., No Charge) shall be inserted in the appropriate price column.

The contractor shall list the price of hardware with the standard commercial manufacturer's warranty. The product with a differing warranty may be listed as an optional product. Additional warranty periods may be added to the contract as a separate CLIN. Lease to purchase is an allowable funding mechanism. If lease to purchase is being proposed, the contractor shall present two separate CLIN's, one showing direct purchase price, and the other demonstrating lease cost to assist the user in determining Total Cost of Ownership using one of the generally accepted industry models.

The contractor shall price each CLIN with installation included or as a drop ship for customer installation and specify which method in their pricing data. The Government intends to evaluate 120 months of pricing data.

Tables B-1, B2, and B-3 are the unit price schedules for hardware, software and Integrated Systems, Services, and Solutions (ISSS) to satisfy the technical requirements. The information required for each column of the tables is defined below:

- a. Column 1 - Contract Line Item Number. Enter a sequential line item number starting with 1001 for Table B-1, Hardware; 2001 for Table B-2, Software; 3001 for Table B-3, Integrated Systems, Services, and Solutions. ISSS offerings shall consist of integrated solutions for hardware, software and services. Each different type of hardware, software, or ISSS offered shall have a distinct Contract Line Item Number. Following the last line entry for each Table, enter "Last Hardware", "Last Software", "Last ISSS", as appropriate. Enter a CLIN starting with 1001 through 1999. If additional CLIN's are needed, enter 1001A through 1999A, 1001B through 1999B, etc.
- b. Column 2 - Model Number/Identification Number (hardware/software). Enter the specific equipment make and model/feature numbers for all equipment components, which are included in the price tables. The offeror shall identify the Original Equipment Manufacturer (OEM) and specify the OEM Model Number/Identification Number and specify their Model Number/Identification Number if it is different than the OEM Number.
- c. Column 3 - Description/Features. Enter a brief description of the supply or service offered and included in the price tables.
- d. Column 4 - *IW2 New Dimensions* Price. Enter the price proposed (warranty included) for each imaging resource included in the price tables. Prices shall be all inclusive.
- e. Column 5 - General Services Administration (GSA) Price. State if the imaging resource is available on a schedule contract from the General Services Administration (GSA). This includes schedule contracts with the OEM and schedule contracts with the offeror. Enter the GSA price and GSA schedule contract number for all items/components, which are included in the price tables. For an item that has multiple items/components, enter the price(s) for all supplies or services offered. Specify length of warranty period.

f. Column 6 - Percent discount and cost discount from the GSA schedule price. Enter the discount percentage and the dollar discount of the Imageries price as compared with the GSA schedule price for all items/components, which are included in the price tables. For an item that has multiple items/components, enter the percent discount(s) and the dollar discount(s) for all supplies or services offered.

g. Column 7 - Catalog/List price. State if the imaging resource is listed in a published catalog by the OEM or offeror. For an item that has multiple items/components, enter the price(s) for all supplies or services offered. Specify length of warranty period.

h. Column 8 - Percent discount and cost discount from the catalog list price. Enter the discount percentage and the dollar discount of the IW2 *New Dimensions* price as compared with the catalog/list price for all items/components, which are included in the price tables. For an item that has multiple items/components, enter the percent discount(s) and the dollar discount(s) for all supplies or services offered.

Create a separate set of tables for each Technology Functional Area proposed (Business, Medical Sciences, GIS/Scientific).

TABLE B – 1 HARDWARE current catalog price

DELIVERY ORDERS							
1	2	3	4	5	6	7	8
CLIN	Mod/ID	Desc.	IW2nd Price	GSA Price	GSA % Discount	Cat/List Price	Cat/List Price % Discount

TABLE B – 2 SOFTWARE current catalog price

DELIVERY ORDERS							
1	2	3	4	5	6	7	8
CLIN	Mod/ID	Desc.	IW2nd Price	GSA Price	GSA % Discount	Cat/List Price	Cat/List Price % Discount

TABLE B – 3 INTEGRATED SYSTEMS, SERVICES, and SOLUTIONS (ISSS)

DELIVERY ORDERS – COTS ONLY							
1	2	3	4	5	6	7	8
CLIN	Mod/ID	Desc.	IW2nd Price	GSA Price	GSA % Discount	Cat/List Price	Cat/List Price % Discount

NOTE: ISSS offerings shall consist of prepackaged integrated solutions for any combination of hardware, software and services advertised as a catalog and/or fixed price.

TABLE B – 4 PERSONNEL SERVICES (LABOR)

		TASK ORDERS		
CLIN	DESCRIPTION	U/M	ON-SITE LABOR RATE (Loaded)	OFF-SITE LABOR RATE (Loaded)
4001	Program Manager (Key Personnel)	HR		
4002	Business/Marketing Manager (Key Personnel)	HR		
	<i>Insert Company Specific Labor Categories and Expand as Necessary</i>			

Note 1: On-Site = Customer's Facility

Note 2: Off-Site = Contractor's Facility

### B.2.2 Other Direct Costs

a. Supplies and services procured on behalf of the Government under this contract shall generally be exempt from State and local taxes. The Contracting Officer shall provide certification, if appropriate.

b. If in the Government's interest, the Contracting Officer may issue a letter(s) to the contractor authorizing the contractor to utilize Government sources of supply (GSA supply schedules) for supplies and services procured on behalf of the Government under this contract.

c. Any and all Direct Costs shall be specified in the Delivery/Task Order.

d. Unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as a direct cost:

1. Special rearrangements or alteration of facilities;
2. Purchase or lease of any item of general-purpose office furniture, office equipment or imaging equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property such as office equipment and furnishings, pocket calculators, etc.);
3. Travel to attend meetings unless specified in the Task Order;
4. Capitalized non-expendable equipment (defined as having an acquisition cost of \$1000 or more and a life expectancy of more than two years);
5. Travel Costs unless specified in the specific task/delivery order;

(a). The contractor shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46. Contractors explicitly agree that the assignment of rank order and of score is final, and may not be protested or otherwise contested.

6. Postage shall be unallowable unless specifically stated in the task/delivery order.

### **B.3 Contract Ceiling Amount**

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A new contract-ceiling amount has been established for this contract. The maximum ceiling amount to be expended over the life of the contract (120-month period) shall not exceed \$15 Billion.

a. A minimum contract amount of \$100.00 is established for each of the *IW2 New Dimensions* contracts. The minimum guarantee will be met during the first 12 months of the contract and shall be payable by the Government to the contractor in the fiscal year in which the contracts were awarded.

b. Maximum contract amounts will not be established for individual contracts, however, the aggregate amount expended under all of the *IW2 New Dimensions* contracts shall not exceed \$15 Billion during the life of the contract.

c. The Government is required to compete any or all of the individual requirements providing a Fair Opportunity to be Considered for all orders exceeding \$2500.00 unless one of the exceptions at 16.505(b)(2) applies.

### **B.4 Rate Refreshment**

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The Government reserves the right to reassess contractor's rates during the contract performance period. If warranted, the Government may request revised cost proposals from all contractors and renegotiate contract rates. This will occur no more frequently than once every two years.

## **SECTION C**

### **DESCRIPTION/SPECS./WORK STATEMENT**

#### **C.1 Background: *IW2 New Dimensions***

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The National Institutes of Health (NIH) is experiencing increasing requirements for imaging systems to convert paper documents for electronic storage, to provide document management, and manage administrative correspondence work flows. Imaging systems are also becoming more prevalent as research tools in clinical, biological, and radiological research areas. Geographic Information Systems (GIS) are also an area of interest to the NIH in global health trials and other Federal Government agencies. As with all computationally based technologies, imaging system capabilities are rapidly changing. The pace of this change coupled with the lengthy process for establishing acquisition and maintenance contracts for these systems has often been a problem. Requirement specifications which are more than a year old may miss important capabilities and lead to a shortened useful lifetime for the procured system. The NIH recognizes that a need exists to keep pace with new acquisition contracting methodologies. The NIH welcomes modern acquisitions and purchasing innovations that will enhance the fulfillment of

the NIH mission. As in the past, the NIH is open to innovations such as electronic purchasing, government purchase cards, commercial buys, and leasing.

The National Institutes of Health Information Technology Acquisitions and Assessment Center (NITAAC), through this procurement, shall award multiple Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for acquiring a wide range of imaging products and services for the Institutes and Centers of the NIH and other Federal agencies. The focus is to proactively address issues deemed vital to the Federal Government, on a global basis with anticipation of its future needs and requirements. Through this procurement we shall provide multiple, non-mandatory Task/Delivery Order Contracts with improved response time and at fair and reasonable prices for Federal Government customers.

The NITAAC is particularly interested in new and innovative imaging solutions for present and future Government requirements. In particular, NITAAC is interested in small innovative businesses with leading edge technology. The NIH strongly supports and encourages, to the maximum extent possible, the use of small, small disadvantaged, HUBZone, and women owned businesses to participate in the innovative work to be performed under these contracts.

The Geographic scope of this requirement is primarily the Continental United States, most likely in or near the Washington D.C. metropolitan area. Opportunities may exist to incorporate educational themes into some of the activities conducted within this contract. The Washington D.C. Metropolitan area is the prime region for the contract, but through the use of networking technologies (Wide Area Networks) and the Internet, other uses may arise. World Wide Web applications appear likely. Other topics such as distance learning/electronic textbooks may need to be considered. Management of various activities, both business-to-business and business-to-customer, shall be addressed. Electronic commerce and management of these elements are other topics requiring consideration.

## C.2 Imaging Applications Overview

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### Technology Functional Areas

<u>Business</u>	<u>Medical Sciences</u>	<u>GIS/Scientific</u>
Group #1	Group #1	Group #1
Group #2	Group #2	Group #2
Group #3	Group #3	Group #3

**Group #1:** COTS Hardware Acquisitions

**Group #2:** COTS Software Acquisitions

**Group #3:** Integrated Systems, Services and Solutions

(All Technology Functional Areas cited above consist of Group #1, Group #2, and Group #3)

### C.2.1 Business Technology Functional Area

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The NIH requirements for document conversion and electronic storage address the need to archive large quantities of legacy data while maintaining search, retrieval, and printing capabilities. This data exists as textual documents, graphics, and photographs involving first line

correspondence, courtesy correspondence, policies, reports, manuals, and historical files. Due to different filing requirements, this data may be stored in duplicate. It currently exists on paper, microfiche, or microfilm media.

**a. Electronic Document Management** - The NIH Electronic Document Management (EDM) requirements address the overall cataloguing, archiving, and control, e.g. age monitoring for timely deletion of organizational information residing in documents such as business forms, reports, letters, memos, policy statements, contracts, agreements, etc. Many EDM requirements are driven by regulatory requirements (archiving audits, protocols, adverse drug reaction reports, etc.). These requirements may necessitate automated (possibly involving full text retrieval with integrated Optical Character Reader (OCR)) or manual indexing schemes for electronic documents. These requirements may be addressed by manual indexing of key fields, providing descriptive data bases for imaged documents, and providing content based retrieval through OCR/Image Character Reader (ICR) of the full text. Management of hard copy documents may be included using manual identification schemes such as bar coding. The control information shall be electronic so it may be shared by a broad group of users, easily integrating with automated workflow systems. Legal requirements sometimes dictate that hard copy of documents must be kept for certain periods. Security requirements sometimes dictate that access control be utilized for electronic document storage.

**b. Administrative Correspondence Workflow** - Typical NIH business processes, such as the review of grant applications consist of the flow and processing of information. Automated workflow systems are needed to monitor and guide this flow, based on predefined sets of rules. The process monitoring must provide a clear picture of the state of the workflow. The rule sets must be easily programmable to enable control and easy implementation of change as needed. A variety of workflow systems ranging from low-end workgroup imaging solutions, mid-range (40-60 seats) to high-end, high-volume (100 plus seats) are needed.

## C.2.2 Medical Sciences Technology Functional Area

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Image processing within the Clinical, Biological, and Radiological arenas is needed at the NIH and other Federal Agencies to address those document management, workflow, and security recognition systems requirements particular to the organizational administrative requirements mentioned previously.

**a. Electronic Image Applications** - These disciplines need electronic image applications that are particular to the type of work being performed. These applications support diagnosis and therapy decision systems, which have historically depended on hard copy, spatially oriented information such as X-ray films and microscope diagnostic histology images. Other Government Agencies find imaging applications critical in the larger requirement of fulfilling their mission for the welfare of the Nation. Bringing the power of modern computational systems to these processes and activities, just as with hard copy text documents, requires conversion of this spatial information to electronic form. The information content of these documents is much richer, however, and the corresponding imaging applications may be significantly more involved.

**b. Medical Image Analysis** - Medical image analysis may require recognition of slight differences in shading, a much more stringent imaging requirement than optical character recognition. Additional applications also exist which have no corresponding analogue with document imaging, such as 3D visualization or remote high resolution image transfer requirements associated with telemedicine.

### C.2.3 Geographic Information Systems (GIS) / Scientific Technology Functional Area.

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The NIH is acutely aware that most problems facing the world and health today – environmental, economic, political, social – exist in a Geographic context and any analysis must consider that. Understanding issues ranging from epidemiology to access to healthcare providers requires understanding the geographic context of these issues.

**a. Geographic Information Systems** - GIS provides powerful tools for geographic analysis for almost any health discipline. GIS technology is one of the fastest growth technologies in health today, helping professionals in the ever more complex health industry manage their information to make better decisions. The research and planning functions are important elements of the well-run health and health service organization. GIS integrates key data components based on geographic elements to help achieve precise analysis and powerful presentations. Some of the more popular uses of GIS technology are:

- Epidemiology, Outbreak Investigation, and Disease Tracking
- Site and Facility Inspections
- Program Evaluation
- Spatial Data Visualization
- Site Location and Patient Distribution Analysis
- Community Needs Assessments and Service Demand Analysis

**b. Scientific Imaging Applications** – Imaging requirements for scientific applications shall also be addressed in this technology functional area. These scientific applications may vary greatly as a function of the federal entity engaged in the work efforts. Innovative solutions are anticipated and expected.

Small Business firms with limited or single product offerings are encouraged to respond.

## C.3 Specifications

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Each Technology Functional Areas (Business, Medical Sciences, GIS/Scientific) consists of the following areas:

Group #1. COTS Hardware Acquisitions (Delivery Orders (DO))

Group #2. COTS Software Acquisitions (DO)

Group #3. Integrated Systems, Services and Solutions (COTS (DO's), and custom Task Orders (TO's))

### C.3.1 COTS Hardware Acquisitions (Group #1)

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The contractor shall provide COTS hardware associated with imaging systems. The following list provides an example of the types of hardware anticipated. **The list is only a sample; other types of hardware may be considered.** Remanufactured equipment may be proposed, shall be warranted as new, and provided in accordance with the used equipment clauses of the regulation.

- “New Innovations are Highly Sought”



- Image scanners
- Digital Cameras
- Film scanners
- Storage Systems and Media
- High Performance Workstations
- Display Monitors
- Printers
- Networking Resources
- Batch scanning and high speed conversion systems
- Geographic Information Instrumentation
- Image Based Security Applications
- Imaging Spectroscopy Equipment
- Video Conferencing Equipment
- DVD Recorders and Players
- Explosives and Drug Detection Systems
- Medical Imaging Equipment

Platform configurations shall be compliant with open systems standards, provide for scalable expansion of system functionality, and, where necessary provide remote connectivity via network access supporting NIH and Federal networking environments (both current and planned).

### **C.3.2 COTS Software Acquisitions (Group #2)**

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The contractor shall provide COTS software, proprietary and/or non-proprietary. The following list provides an example of the types of software anticipated. **The list is only a sample; other types of software may be considered.** Software documentation shall convey with software purchases.

- **“New Innovations are Highly Sought”**
- OCR/ICR
- Data Compression
- Database Management Systems
- Workflow Management Systems
- Electronic Document Management Systems
- Image Capture and Storage Systems
- Indexing Applications
- Archiving Applications
- Telecommunications Applications
- Security Applications (Encryption, Authentication, National Security Systems, etc.)
- Multimedia Presentation Development Applications
- Desktop Mapping Applications
- Medical Imaging Applications

The contractor shall list the price of software with the standard commercial item manufacturer's warranty. Other warranty options may be offered as optional CLIN's.

### **C.3.3 Integrated Systems, Services and Solutions (ISSS) (Group #3)**

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**Delivery Orders (DO)** - Definable CLIN's for prepackaged COTS solutions from Table B-3 in Section B.

**Task Orders (TO)** – Shall consist of any combination of CLIN's from Tables B-1, B-2, B-3, and B-4 in Section B.

a. It is recognized that existing installed systems and commercially available hardware, software, and/or integrated systems, services, and solutions CLIN's may be proposed under this group to facilitate the procurement process. Solutions, when clearly identified by specified quantities of hardware, software and/or labor hours, are defined as Commercial Off the Shelf (COTS) solutions.

a. The contractor shall propose full COTS non-proprietary (preferred) and/or proprietary solutions for imaging systems and subsystems, organized as base solutions with options. For instance, a 20-seat workflow system might be proposed as a base system with extra workstations and software licenses listed as options. The following list provides examples of the types of Imaging Systems anticipated:

- **“New Innovations are Highly Sought”**
- Workflow Systems
- Electronic Document Management Systems
- Image Capture and Storage Systems
- Image and Records Management Systems
- Picture Archiving Computer Systems (PACS)
- Customized Hardware/Software to Meet Specific Needs
- Image Based Security Systems and Solutions
- National Security Systems
- Video Conferencing
- Biometrics/Visual Security
- Web and Multimedia Training Solutions
- CAD/CAM Systems
- Geographic Information Systems
- Imaging Studies
- Conversion Services

c. **Imaging Studies-** The Government requires assistance on a fixed price basis to assist Government personnel when addressing imaging related needs including, but not limited to, concept studies, needs analysis, business process re-engineering services, design studies, on and off site document conversion efforts (including batch scanning and high speed conversion services), network services, interface work, back scanning, forms

redesign, bar-coding, software acceptance testing, training services, security, and other related services.

**d. Conversion Services/Systems/Solutions** -Similarly, offerors proposing conversion services shall provide a selection of such services on a fixed price per page basis for commonly encountered situations. Conversion service requirements vary considerably in difficulty according to a wide variety of factors, thus the formula for the pricing would be somewhat detailed and only cover commonly encountered situations.

### **Work Sample Categories:**

#### **A. BUSINESS**

1. **Innovative Solutions in Business**
2. Video Conferencing
3. Web Multimedia Training Solutions
4. Document Management
5. Database Management
6. Desktop Mapping
7. Information Technology Training
8. Outsourcing
9. Document Management Consulting
10. Database Consulting
11. DVD Recorders and Players
12. Multimedia Presentation Development Software
13. Desktop Mapping Software
14. Photo ID Badge Equipment
15. Applications Software
16. Image Based Security Applications
17. Distance Learning
18. Litigation Support Systems
19. Automated Fax Systems
20. CAD/CAM

#### **B. MEDICAL SCIENCES**

- 1 **Innovative Solutions in Medical Sciences**
2. Video Conferencing
3. Remote Sensing
4. Medical Imaging
5. Web Multimedia Training Solutions
6. Information Technology Training
7. Telemedicine
8. Imaging Spectroscopy Consulting
9. Volumetric Imaging Hardware and Software
10. Ultrasound Imaging Hardware and Software

11. Drug Detection Systems
12. Digital Computed Radiology
13. Application Software
14. CAD/CAM
15. Security Applications (Encryption, Authentication, etc...)
1. Distance Learning

### **C. GIS / SCIENTIFIC**

1. **Innovative Solutions in GIS/Scientific**
2. Geographic Information Applications and Technologies
3. Video Conferencing
4. Web Multimedia Training Solutions
5. Information Technology Training
6. GIS Training and Consulting
7. GIS Integrations
8. Workstations
9. Remote Sensing
10. Image Based Security Systems and Solutions
11. Distance Learning
12. Explosive and Drug Detection Systems
13. Biometric Security
1. CAD/CAM

### **C.3.3.1 General Requirements**

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#### **C.3.3.1.1 Hardware/Software Systems Maintenance**

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- a. Most hardware generally requires service to keep it in operating condition. Imaging specific equipment, which manipulates paper such as automatic document scanners, have continuing service requirements. Systems involving significant software components, such as workflow and EDM systems, also shall require software maintenance. Continuing imaging system maintenance services are needed throughout the NIH and Federal Agencies to address all maintenance issues associated with image sys.
- b. In addition to the software documentation customarily provided with operating systems, the contractor shall furnish one (1) copy each of all hardware documentation in the format routinely provided with COTS equipment.

#### **C.3.3.1.2 Hardware/Software and Systems Warranty and Subsequent Maintenance**

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The contractor shall provide an appropriate mix of labor rates specified in its proposal to maintain imaging hardware and software. Required maintenance includes identification, diagnosis, and resolution of all faults, errors, failures, incompatibilities, or performance problems with all items provided under this contract. Maintenance personnel shall determine if fixes are available for problems identified, and, if available, obtain them, determine their applicability, and install them where applicable; submit formal problem reports of previously unknown problems to the contractor's support organization, providing the Government with a copy; follow up these reports until fixes are obtained; provide the Government with periodic updates on problem status; develop local fixes for critical problems where necessary; eliminate the need to carry fixes forward to future software versions or simplify their incorporation by making them permanent fixes where possible; assist and advise Government personnel to use hardware/software diagnostic and maintenance tools and facilities provided by the contractor.

The following provide contract provisions to be included which identifies a detailed description of the Hardware/Software Maintenance requirements:

- a. Management:** The prime contractor shall designate and identify an experienced Project Manager who shall plan and coordinate all maintenance activities and who shall supervise all hardware and software maintenance personnel assigned to provide service under this contract. The Project Manager shall be responsible for achieving expeditious solutions to all problems with contractor-supplied hardware, software, and/or services and for coordinating installation plans with ongoing activities so that new installations are minimally disruptive. All contractors shall implement and use commercial-item market place practices in conducting maintenance and repair services. This shall include correction of all hardware, software, and service faults. This shall continue in such a manner as to maintain products, both goods and services, in original operating conditions. This shall include correction of all hardware, software, and service faults, and continue in such a manner as to maintain products, both goods and services, in original operating conditions. Commercially available warranties shall be offered and implemented.
- b. Installation Services:** All equipment ordered under this contract shall be installed at a time mutually agreeable to the contractor and the Government, and at a site specified by the Project Officer.
- c. System Privilege and Maintenance Support:** Hardware maintenance personnel shall be able to perform preventive and remedial maintenance without requiring special operating privileges from the operating system. Maintenance activities shall not defeat normal system security.
- d. Discontinuance Notice:** When discontinuing maintenance pursuant to this clause, the Government shall give the contractor 30 days written notice of discontinuance of maintenance services or a shorter notice when agreed to by the contractor.
- e. Responsibilities of the Contractor:** Only new Original Equipment Manufacturer (OEM) parts or parts equal in performance and warranty to new OEM parts shall be used in effecting repairs. Parts that have been replaced shall become the property of the contractor. Should the Government make alterations or install attachments that affect the maintenance of this equipment, the continuation of maintenance service on this equipment shall be subject to mutual agreement. Should the alterations or attachments increase the maintenance costs to the contractor, additional maintenance charges shall be made on an individual installation basis. If such alterations or attachments create a safety hazard, the contractor may discontinue maintenance service on the hazardous

equipment. In addition, should this be the cause of a malfunction or downtime, it shall not be considered creditable. Contractor sponsored alterations or attachments to equipment shall be made with the consent of the Government. Appropriate modifications of the contract shall be negotiated for each such alteration that either enhances the value of the system to the Government or decreases the overall maintenance costs.

f. **Non-Chargeable Warranted Items:** There shall be no additional charges for:

1. Replacement parts, unless such parts are required due to fault or negligence of the Government.
2. Preventive maintenance, regardless of when performed.
3. Remedial maintenance that was requested during the principal period of maintenance and extension thereof specified in the contract, regardless of when the maintenance is performed.
4. Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts and other services, after a service call has commenced.
5. Remedial maintenance required on any machine when the scheduled preventive maintenance for that machine preceding the malfunction had not been performed unless preventive maintenance was omitted at the Government's request or the contractor was denied access to the equipment.
6. Remedial maintenance required within a 48-hour period due to a recurrence of the same malfunction.

### C.3.4 Marketing

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Since marketing is vital to being successful on the NITAAC contracts, all awardees are expected to independently promote and market the contract vehicle, and also participate in joint NITAAC/industry marketing partnership initiatives. Each of the awardees shall be expected to contribute to the marketing partnership on various levels according to business size (Large, and Small). All contract awardees are expected to set aside a portion of their annual budget toward the marketing partnership program. Marketing initiatives shall include, but are not limited to, advertising campaigns, agency info-sessions, and promotional/informational media initiatives. Additionally, Small Businesses shall be expected to participate in a *Marketing Mentoring Program*. Refer to J-13, Marketing Questionnaire, illustrated in Section J for more information.

### C.4 Applicable Standards

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Imaging systems are extremely complex. It is important that the contractors and Government personnel developing Task Orders under this contract have a common point of reference for various technical issues. Specific standards to be applied shall be identified in the individual Task Orders. The following standards are typical for the industry and provide a reference for the scope of this procurement. Contractors are expected to be knowledgeable of and experienced with these types of standards. Successfully designed and implemented commercial standards shall be

adhered to. These standards are expected to be modified and updated as the pace of technological innovation accelerates. Implementation of the most current standards shall be anticipated and utilized.

Security requirements are of particular concern due to the potential sensitivity and compact nature of the imaged data along with backup/recovery issues. The imaging hardware, software and services shall satisfy the level of sensitivity/criticality of the Federal information being imaged. The DHHS Automated Information Systems Security Program (AISSP) Handbook clearly defines minimum safeguards required for Federal Information Processing (FIP) resources as they relate to sensitive/critical data and applications. Contractors providing imaging hardware/software to the NIH shall certify which sensitivity and criticality levels their products satisfy. OMB A-130 requires all FIP systems and applications to have a Security Plan. Imaging of documents and the storage of and retrieval of these documents are included in this area. This requirement for a Security Plan needs to be addressed by the purchasing official prior to the acquisition of imaging products.

Disability accommodations are required by OMB-A130, and Section 508 (see <http://www.usdoj.gov/crt/508/report/content.htm>) and stated as follows: "Acquire information technology in a manner that considers the need for accommodations of accessibility for individuals with disabilities to the extent that needs for such exist".

#### **C.4.1 Federal Information Processing Standards (FIPS)**

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*Federal Information Processing Standards* shall be followed. Successfully designed and implemented commercial standards shall also be practiced. These standards are expected to be modified and updated as the pace of technological innovation accelerates. Implementation of the most current standards shall be anticipated and followed.

The following National Institute of Standards and Technology (NIST) web site addresses may be used to retrieve the most current standards those include but are not limited to the following:

<http://www.nist.gov>

<http://www.itl.nist.gov/fipspubs/geninfo.htm>

- FIPS PUBS Standards
- National Computer Security Center Documents
- American National Standards Institute Standards
- Electronic Industries Association, EIA standards
- International Standards Organization (ISO), ISO standards
- International Telecommunication Union (ITU) - previously CCITT, ITU standards
- Environmental Protection Agency (EPA), EPA Energy Star requirements
- Radiological Imaging Industry, DICOM 3.0 compliance for diagnostic-clinical-radiological imaging applications shall be required. This is the current standard that is being followed by the radiological imaging industry and has been implemented in both hardware and software systems.

## C.5 Documentation Requirements

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### C.5.1 Deliverable Documentation

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The contractor shall provide all commercially available documentation as required by the contract. All applicable documentation shall be provided in the format typically available in the commercial marketplace. Subsequent updates to this documentation shall be delivered in the format routinely provided by the COTS equipment vendor.

### C.5.2 World Wide Web Presence

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The contractor shall have a World Wide Web site with pages addressing the specific offerings (prime, supplier, and subcontractor) available under this contract within 30 days under NITAAC direction of contract award. These offerings shall be identified by CLIN number, and indicate approved contract pricing. This web site shall be free of logon screens or other data collection devices and shall be updated whenever changes occur in price and to reflect all CLIN additions and deletions. Failure to comply constitutes breach of contract, and is subject to Termination for Default.

## C.6 Automated Delivery Order/Task Order Interface

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All contract orders shall be performed through the NITAAC on-line ordering system (See <http://nitaac.nih.gov> for most recent information). In addition, the contractor is required to report all sales and business transactions through the NITAAC on-line ordering system. The NITAAC order processing system is being continually upgraded and expanded as necessary. A Task Order processing module is under consideration to be incorporated within the existing system. The exact “go live” date has yet to be determined. As a result, compliance shall be completed within 120 calendar days of a NITAAC directive, and may require modification and revision throughout the life of the contract. The contractor shall be responsible for linking to the NITAAC web site.

## C.7 Quality Assurance

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The contractor shall provide quality assurance measures that are employed throughout the commercial market place. This shall ensure that configurations offered are compliant with the best practices conducted in the commercial marketplace.



## SECTION D

### PACKAGING AND MARKING

#### D.1 General

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At a minimum, the following paragraphs shall be applicable to all Delivery Orders/Task Orders issued under this contract. Additional requirements, which may be specified in each Task Order, are subject to mutual agreement on terms, conditions, and price.

#### D.2 F.O.B. Destination

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All items shall be shipped F.O.B. destination consignee's premises with all shipping and transportation costs prepaid unless mutually agreed to do otherwise. (Contractor may have to add a shipping CLIN.)

#### D.3 Packaging

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The contractor shall ensure that all items are preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery at the intended destination.

#### D.4 Correspondence

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All data and correspondence submitted to the NIH IW2 *New Dimensions* Contracting Officer (CO), the Customer Accountable Management Official (AMO) or the Customer's Technical Representative /Accountable Management Official (COTR or AMOTR) shall reference:

- a. The Contract Number
- b. The Task Order Number
- c. The IW2<sup>nd</sup> Authorization Number
- d. The Government End User Agency
- e. NIH IW2 *New Dimensions* CO, and COTR/AMOTR
- f. The NIH IW2 *New Dimensions* CO shall receive an electronic copy of all correspondence submitted to the Customer COTR/AMOTR.

## SECTION E

### INSPECTION AND ACCEPTANCE

#### E.1 General

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At a minimum, the following paragraphs shall be applicable to all Delivery Orders/Task Orders (DO/TO's) issued under this contract. Additional inspection and acceptance requirements may be specified in each DO/TO.

#### E.2 Place Of Inspection And Acceptance

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- a. Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed at the place of delivery.
  
- b. The FAR clauses specified in paragraph E.9 are applicable to work sites specified in individual Delivery/Task Orders.

#### E.3 Scope Of Inspection

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- a. All deliverables shall be inspected for content, completeness, accuracy and conformance to Task Order requirements by the Contracting Officer's Technical Representative COTR/ Acquisition Management Official Technical Representative AMOTR. Inspection may include validation of all products and services through the use of automated tools and/or testing of the deliverables, as specified in the Delivery/Task Order. The scope and nature of this testing must be negotiated prior to Delivery/Task Order award and shall be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.
  
- b. The government requires a period not to exceed thirty (30) days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the Delivery/Task Order.

#### E.4 Basis Of Acceptance

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- a. The basis for acceptance shall be in compliance with the requirements set forth in the statement of work, the Delivery/Task Order, the contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting Delivery/Task Order shall be corrected in accordance with the applicable clauses.
  
- b. Commercial and non-developmental hardware items, software items, pre-packaged solutions, maintenance and services shall be accepted within 30 days of delivery when performance is in accordance with delivery requirements.
  
- c. Custom services such as travel and ODC's shall be accepted upon receipt of proper documentation as specified in the Task Order. If custom services are provided as part of a FFP Task Order, acceptance shall be as specified for the milestone with which they are associated. If custom services are for software development, the final acceptance of the software program shall occur when all discrepancies, errors or other deficiencies identified in writing by the government

have been resolved, either through documentation updates, program correction, or other mutually agreeable methods.

d. Reports, documents and narrative type deliverables shall be accepted when all discrepancies, errors or other deficiencies identified in writing by the government have been corrected.

## **E.5 Initial Deliverables**

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Should initial deliverables be required by a Delivery/Task Order, the following procedures shall apply:

a. The government shall provide written acceptance, comments and/or change requests, if any, within thirty (30) working days from receipt by the Government of the initial deliverable.

b. Upon receipt of the Government comments, the contractor shall have fifteen working days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form.

c. If written acceptance, comments and/or change requests are not issued by the Government within 45 calendar days of submission, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product.

## **E.6 Access To Records, Data, And Facilities**

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With 15 days prior notification, the contractor shall permit the Customer AMO/COTR and /or the NIH IW2nd CO and/or designated representatives' access at any reasonable time to all records, data and facilities used in the performance of the contemplated supplies and services.

## **E.7 Written Acceptance/Rejection By The Government**

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The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 days. Absent written notification, final deliverables shall be construed as accepted. All notifications of rejection shall be accompanied with an explanation of the specific deficiencies causing the rejection.

## **E.8 Non-Conforming Products Or Services**

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Non-conforming products or services shall be rejected. Unless otherwise agreed by the parties, deficiencies shall be corrected within 30 days of the rejection notice. If the deficiencies cannot be corrected within 30 days, the contractor shall immediately notify the Customer AMO/COTR and or the NIH IW2nd CO of the reason for the delay and provide a proposed corrective action plan within 10 working days.

## **E.9 Clauses Incorporated By Reference**

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

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Clause No.	Title	Date
52.246-2	Inspection of Supplies - Fixed Price	AUG 1996
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies - Fixed Price	APR 1984

**SECTION F****DELIVERIES AND PERFORMANCE****F.1 Clauses Incorporated By Reference**

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

Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Clause No.	Title	Date
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work (Fixed-Price Task Orders Only)	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-35	F.O.B Destination, Within Consignee's Premise	APR 1984

**F.2 Period Of Performance**

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The period of performance for this contract shall be from the date of award through 120 months. However, no task shall exceed 60 months.

**F.3 Delivery**

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The products and services required under the contract shall be completed and delivered in accordance with the delivery dates and specified addresses contained in the individual Delivery/Task Orders.

**F.4 Transportation Charges**

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The contractor shall make all arrangements for transportation. All transportation charges for deliveries to the Contiguous Continental United States (CONUS) shall be included in the item

prices. Transportation charges for deliveries outside the Contiguous Continental United States (CONUS) shall be negotiated on each individual Delivery/Task Orders.

### **F.5 Equipment Shipped For Replacement**

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The contractor shall bear the transportation charges whenever equipment is shipped for replacement purposes, unless the replacement was due to a cause specified as a Government responsibility in accordance with the "Responsibility for Supplies" clause (FAR 52.246-16).

### **F.6 Monthly Program Status Report (MPSR)**

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The MPSR is prepared by each prime contractor for the IW2nd CO using the sample report format included as Attachment J-2, Monthly Program Status Report, in section J. It includes a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the Task Order level. It provides a technical activity summary organized by IW2nd Task Order/Delivery Order Authorization Number. The report must be received by the IW2nd CO, via e-mail ([wilsond@od.nih.gov](mailto:wilsond@od.nih.gov) or [warringt@od.nih.gov](mailto:warringt@od.nih.gov)) no later than the 10th of each month.

### **F.7 Monthly Sales Report**

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The contractor shall send monthly sales reports for each month using the format in Attachment J-3, Monthly Sales Report, illustrated in Section J. One copy of the monthly sales report shall be provided to both the Contracting Officer and the financial analysts at the addresses provided in Section G. The report is to be received no later than the 10<sup>th</sup> of the following month. If there is no sales activity, the report is still required stating NO SALES. The monthly sales report can be mailed faxed or e-mailed ([wilsond@od.nih.gov](mailto:wilsond@od.nih.gov) and [goshanek@od.nih.gov](mailto:goshanek@od.nih.gov)).

### **F.8 Payment Of NIH Processing Fee**

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A check for the NIH processing fee must be sent monthly for the sum of all NIH processing fee payments received by the contractor for the previous month. The check shall be sent to the NIH cashier's office at the following address:

NIH, OFM, Cashier's Office  
Building 31, Room B1B23  
31 Center Drive, MSC 2054  
Bethesda, Maryland 20892-2054

The check shall be payable to NIH and identified with the following information:

NITAAC  
Contract Name: ImageWorld 2 *New Dimensions*  
Contract Number  
Appropriation/CAN Number: 4554/8858

### **F.9 Monthly Check Report**

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A Monthly Check Report shall be sent with a copy of the check to the Financial Team and the Contracting Officer to the addresses specified in Section G. The check report shall provide detail

relating back to which NIH processing fee(s) were paid by the check, showing individual dollar amounts and identifying number of each order being paid. This information can be mailed, faxed or delivered to both the Financial Team and the Contracting Officer to be received not later than the 10th of the following month. A sample format is included as Attachment J-4, Monthly Check Report, in Section J.

### **F.10 Funding Document/Order**

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A copy of each funding document/order received for the month shall be included with the Monthly Sales Report. Refer to Section G, paragraph G.3.10 for a description of the elements required to be included in the funding document/order.

### **F.11 Delivery Orders**

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Delivery Orders shall be delivered seven to ten days after receipt of order. This delivery time is for straight off-the-shelf COTS. Overseas Delivery Orders shall be specified in the schedule as stated under delivery orders for COTS products. An exception to the 7-10 day delivery schedule may be made by the recommendation of the customer's Project Officer and approved by the customer's Contracting Officer.

### **F.12 Task Orders**

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Should complex Task Orders (and overseas delivery) be required, the new projected delivery schedule shall be stated directly in the SOW.

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 General Contract Administration Data**

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The paragraphs that follow outline the procedures for administration of the contracts awarded under the IMAGEWORLD2 *NEW DIMENSIONS* procurement. The data is set forth with instructions for processing DO/TO's under this contract, followed by instructions for modifications to the contract. NIH Contracting Officer general information is last.

#### **G.2 Delivery Order Procedures**

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The procedures required to process a Delivery Order are delineated in Section J, Attachment J6, Delivery Order Guidelines.

#### **G.3 Task Order Procedures**

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One or more TO's may be issued during the performance period of this contract. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer will provide each awardee with a fair opportunity to be considered for each order in excess of \$2,500 unless one of the conditions in FAR 16.505(b)(2) applies. Procedures and selection factors to be considered for each opportunity are set forth in the paragraphs below:

**1. FAIR OPPORTUNITY PROCESS.** The Customer will submit a complete Task Order Requirements Package (TORP) to the IMAGEWORLD2 *NEW DIMENSIONS* CO and shall use Attachment J-11, Task Order Requirements Package, illustrated in Section J. Unless one of the exceptions at FAR 16.505(b)(2) applies, the IMAGEWORLD2 *NEW DIMENSIONS* CO will announce each TO requirement via-E-mail to all IMAGEWORLD2 *NEW DIMENSIONS* prime contractors who are awarded under that Technology Functional Area. This announcement satisfies the requirement for a fair opportunity to be considered. Each prime contractor shall evaluate the opportunity and determine whether or not to submit a proposal. The announcement will include at a minimum the following information:

- (a). TO Package Number: Task Order Tracking Number
- (b). Date of Announcement
- (c). End User Customer
- (d). Exception To Fair Opportunity: Yes/No If Yes exception cited
- (e). Synopsis: (Attached SOW)
- (f). Anticipated Contract Type
- (g). NIH/Point of Contact (POC)
- (h). Agency POC for Consideration
- (i). Agency POC Name Phone Number and Fax
- (j). E-mail address (or physical address)
- (k). Proposal Due date

In reference to FAR 2.101 (b)(1), 4.601 (d)5, and 7.107 concerning bundling of contract requirements:

(a). This is a contract for the acquisition of IT commercial items with a total value exceeding \$5,000,000.

(b). By definition, bundling means consolidating two or more requirements for supplies and services previously provided or performed under separate smaller contracts, into a solicitation for a single contract that is likely to be unsuitable for award to a small business concern.

(c). This is an IDIQ contract specifically set up to include small businesses as primes and subcontractors. The aggregate dollar amount is to be provided under delivery orders and/or task orders, which create separate purchase mechanisms. The geographic location of the business setting is not limited, however, it is anticipated to be in the Washington, DC metropolitan area since that is where our Government is centrally located.

(d). The contract is set up to include incentives to our customer to get the participation of small businesses to be primes or subcontractors. This is to be done whether they are primes or subcontractors. Since this is a 10-year contract, we expect the performance of small businesses to greatly increase and provide growth to their businesses, so they will eventually become mentored to be successful large businesses in the future.

(e). It is our expectation that small businesses will be able to provide cost savings to this contract, enhancing their overall growth potential. Requesting them up front to market during this contract and to compete for awards should also provide the Government with their best terms, conditions, and pricing.

(f). Large businesses are also players in this contract, and have a unique subcontracting plan to follow in order to get an award. It is designed to also include small businesses by having goals set for them.

(g). The following list outlines a few benefits for small businesses:

- Provides more opportunities for Small Businesses to participate as prime contractors
  - Allows equal opportunity for greater Small Business participation
  - Allows Small Business to identify technology specialty areas
  - Empowers Small Business to create and direct their own business strategy
  - Allows a cross-section of Small Business exposure in a high-profile contract environment
  - Does not penalize Small Business for what they are unable to do
  - Provides end-user incentives for using Small Businesses
  - Provides opportunity for Small Businesses to participate in the marketing mentoring program
  - Brings to the government market specialty technologies previously unavailable
  - Provides Small Business subcontracting incentives
- Provides opportunity for mentoring

**2. EXCEPTIONS TO THE FAIR OPPORTUNITY TO BE CONSIDERED PROCESS.** Any FAR 16.505 qualified exceptions to the Fair Opportunity to be considered rule must be signed by the customer's Contracting Officer, or the individual within the customer's agency who has been delegated that authority in accordance with FAR 16.505(b)(2).

If the IMAGEWORLD2 *NEW DIMENSIONS* CO concurs that the cited exception is justified, an E-mail announcement of the SOW to all prime contractors will not be made. Instead, only the prime contractor identified in the justification of the exception will be notified as to the Task Order requirements.

**3. PRIME CONTRACTOR PREPARES TASK ORDER PROPOSALS.** The prime contractors will generally be allowed five (5) business days to prepare and submit written proposals (when written proposals are required) however, more time may be necessary based on the particular Task Order requirements. The proposal due date shall be set forth in each announcement.

(a). TECHNICAL PROPOSALS - Oral and /or written proposals shall address all requirements of the Task Order SOW (which includes a description of the evaluation criteria to be utilized in the evaluation of proposals.). Other items that should be included in the technical proposal include:

- Key personnel and resumes
- Quantities/hours (ODCs) and rationale
- Notification and request for consent to use new subcontractors
- Labor category qualifications of any new labor categories to be used for the Task Order.



(b). **COST PROPOSALS** - A fax/hard copy and/or electronic media proposal is required. This area of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task (i.e., labor hours, equipment, travel, etc.). As a minimum, the following data will be provided:

**FIRM FIXED PRICE (FFP) PROPOSALS** - The prime contractor offeror shall provide an original cost/price proposal to the customer. Identify labor categories and associated hours in accordance with Section B of the contract (Labor Rate Tables) and the number of hours required for performance of the task. Identify hardware, software, services, and miscellaneous expenses required, including associated elements (e.g., installation, shipping, maintenance, warranty, etc.). The prime contractor offeror must provide a proposal which includes the identification and rationale for all non-labor elements and identify any Government Furnished Property (GFP) and/or Government Furnished Information (GFI) required for task performance.

**NO BIDS** - If a prime contractor offeror is unable or otherwise cannot perform a requirement, a NO BID must be made to the task order proposal request. All NO BIDS shall include a brief statement as to why the prime contractor has elected to forego the opportunity (e.g., Conflict of Interest, etc.) The NO BID may be a simple E-mail message addressed to NITAAC and the customer POC.

**4. EVALUATION AND DISCUSSIONS** - The customer will evaluate the prime contractor offeror's written and/or oral technical proposals and written cost proposals. If initial evaluation shows differences between the SOW requirements and an otherwise acceptable prime contractor offeror's proposal, discussions between the customer and the prime contractor offeror will be necessary. Discussions may range from informal meetings that discuss minor discrepancies on the approach, to formal multiple prime contractor offeror negotiations. Prime contractor offerors shall be treated equitably and fairly during this evaluation process.

After evaluation and any discussions, the customer will perform a Best Value analysis of the information contained in the proposals using the stated evaluation criteria. Based on the results of the evaluation, it is ultimately the customer's responsibility to select the prime contractor that can provide the best value to the Government.

The customer is responsible for ensuring that proprietary information contained in a prime contractor's proposal is protected from unauthorized disclosure. It is the prime contractor's responsibility to ensure that all proprietary information is appropriately marked.

**5. SOLUTION RECOMMENDATION DOCUMENT PACKAGE (SRDP)** - After completion of the evaluation, discussions, if any, and Best Value analysis, the customer prepares a complete SRDP to be sent to the IMAGEWORLD2 *NEW DIMENSIONS* CO for approval of the Task Order for award. The customer shall use Attachment J-14, Solution Recommendation Document Package, illustrated in Section J.

The Solution Recommendation Document Package (SRDP) describes the selection process and serves as evidence that the fair opportunity to be considered rule was applied, unless an exception was taken under FAR 16.505(b)(2). It includes the following information:

- (a). A statement indicating whether announcement of the Task Order requirement was made to all prime contractors or if an exception to the fair opportunity to be considered rule was cited in the TORP (cite the exception).

(b). The selection criteria /methodology used to evaluation the competing prime contractors.

(c). The results of the evaluation.

(d). The rationale for the recommendation of the Task Order awardee, including a summary of any negotiations conducted, cost/price analysis and best value analysis.

(e). Signature of the AMO

**6. NATIONAL INSTITUTES OF HEALTH INFORMATION TECHNOLOGY ACQUISITION AND ASSESSMENT CENTER (NITAAC) APPROVAL LETTER** Upon completion of review, NITAAC will provide the customer with a NITAAC Approval Letter authorizing the customer to issue a funding document/order to the selected prime contractor. NITAAC will also provide a copy of the NITAAC Approval Letter to the prime contractor. The NITAAC Approval Letter will document NITAAC's concurrence with the SRDP and identify the following elements of award:

(a). The prime contractor to be awarded the order and the prime contract number.

(b). The IMAGEWORLD2 *NEW DIMENSIONS* TO Authorization Number to be cited on the customer funding document/order.

(c). The order value and funded amount.

(d). The amount of the NIH processing fee (for non-NIH customers only)

**7. CUSTOMER PREPARATION OF TASK ORDER:** Once the NITAAC Approval Letter is received, the customer prepares the appropriate funding document/order. The original of the funding document/order is sent to the prime contractor. The customer must provide a copy of the funding document/order to the IW2nd CO within 5 days of task order award. The order must contain the NIH processing fee (external customers only) as a separate FFP line item, regardless of overall order type. The NIH processing fee is based on the obligated amount of the funding document/order. The fee is billed by the prime contractor on its first invoice. The order must also contain the IW2nd Task Order Authorization Number (For NIH internal customers using the Record of Call mechanism, this number is placed in the ADB Record of Call Screen under the "Remarks" field).

**8. ORDER IMPLEMENTATION:** The prime contractor is authorized to start work upon receipt of the NITAAC Approval Letter and a proper funding document/order.

**9. AWARD ANNOUNCEMENTS:** NITAAC will announce all award decisions to all prime contractors electronically.

**10. FUNDING DOCUMENT/ORDER:** The contractor must ensure that (1) a copy of each order received for the month is sent to the IMAGEWORLD2 *NEW DIMENSIONS* CO with the Monthly Sales Report. The contractor shall not accept any order that does not contain the following elements:

- (a). Order Date
- (b). Point of Contact for Billing Purposes
- (c). The Statement of work (Note - the prime contractor's proposal may be referenced, if desired)
- (d). Applicable IMAGEWORLD2 *NEW DIMENSIONS TO* Authorization Number and the Customer's Order Number
- (e). Identification of the NIH Processing Fee as a Separate FFP Line Item (Applies to external customers who are paying the fee through the prime contractor)
- (f). Amount of Funds Obligated
- (g). Appropriation/Funding Citation
- (h). Billing Address and Delivery Address
- (i). Signature of the AMO (external customers only): The NIH AMO must print review the Record of Call to ensure that the IMAGEWORLD2 *NEW DIMENSIONS TO* Authorization Number appears in the ADB Record of Call screen under the "Remarks" field
- (j). Period of Performance

**11. PROCEDURES FOR NIH INTERNAL CUSTOMERS:** NIH internal customers are not required to pay a processing fee. Records of Call will be used as the funding document. The IMAGEWORLD2 *NEW DIMENSIONS TO* Authorization Number must appear in the "Remarks" field.

**12. ACCEPTANCE OF TASK ORDERS.** The prime contractor shall not accept any Task Order funding documents that do not reference the IMAGEWORLD2 *NEW DIMENSIONS TO* Authorization Number and do not contain the NIH processing fee (if it is cited in the NITAAC Approval Letter). Noncompliance with this requirement may result in the IMAGEWORLD2 *NEW DIMENSIONS TO* CO issuance of a moratorium on the prime contractor. During the period of the moratorium, the prime contractor may not accept any new Task Orders.

**13. VERBAL AUTHORIZATION.** Should schedule conditions require the use of the exception at 16.505(b) regarding urgency, the IMAGEWORLD2 *NEW DIMENSIONS TO* Contracting Officer may issue a verbal authorization to initiate work on a Task Order. The verbal authorization shall not exceed \$50,000. Written confirmation will be provided to the contractor within 5 days following the verbal authorization. All necessary documentation must be followed-up within 15 calendar days of the verbal approval.

**14. TASK ORDER MODIFICATIONS.** TO Modifications are generally made to correct oversights or changes conditions from the original Task Order. The following procedures will apply to TO modifications:

(a). **NO COST MODIFICATIONS.** No cost modifications will be processed directly by the customer with no participation of NITAAC. However, a copy of the modification must be sent by the AMO to the IMAGEWORLD2 *NEW DIMENSIONS* CO at the address provided in Section G.

(b). **FUNDING OPTIONS/PHASES.** TO modifications that involve an addition of funds that were contemplated and described in the original Task Order (e.g. phased funding actions and exercise of options), must be sent by the AMO to the IMAGEWORLD2 *NEW DIMENSIONS* CO at the address provided in block 6, SF 30. No further documentation is required; for external customers the NIH processing fee (of the amount obligated on the Task Order Modification) must be added as a FFP separate line item on the modification (i.e. the funding document/order). If the amount of the task Order is \$25,000 or less, NITAAC policy prescribes that the customer pay a minimum fee of \$250, which must appear as a separate FFP Line Item on the Modification.

(c). **MINIMUM PROCESSING FEE.** A minimum-processing fee of \$250 has been established for orders and modifications. However, this fee will not be assessed against no cost modifications, administrative modifications or closeout modifications.

(d). **ADDITIONAL WORK/ADDITIONAL TIME.** Modifications to the SOW requiring additional funding or time will be coordinated with the IW2<sup>nd</sup> CO. This coordination will result in a mutual agreement between the IW2<sup>nd</sup> CO and the customer CO as to whether a modification or a new TORP should be initiated. Should a new TORP be required, and the additional work is a true follow-on and not a new requirement, the FAR exception to fair opportunity to be considered at 16.505(b)(2)(iii) should be cited and a supporting justification must be included in the TORP. The TORP should also refer to the original Task Order and explain the connection between it and the follow-on in the background statement of the Statement of Work. As a new TORP, the Task Order will be subject to the NIH (or \$250.00 minimum) processing fee applicable to external customers.

**15. TASK ORDER CLOSEOUT.** When TO performance is completed the COTR/AMOTR and the AMO sign the acceptance of the final product or completion statement of effort for all deliveries/tasks issued, ensuring that all Task Order requirements were met, e.g., all deliverables were received on time and were technically acceptable, government furnished equipment GFE and government furnished information GFI have been appropriately distributed, etc. The prime contractor submits the final invoice to the customer for costs incurred during Task Order execution (as accepted by the COTR/AMOTR and AMO). The final invoice must include a statement that it is the final invoice and that all costs have been accounted for and billed. The prime contractor must forward a copy of the final invoice to the IW2<sup>nd</sup> CO when the Task Order has been completed along with a past performance evaluation. If a Government customer participates in the NIH Contractor Past Performance System, the past performance may be completed on-line.

**16. PAST PERFORMANCE EVALUATION.** Standard past performance evaluations are used for all IMAGEWORLD2 *NEW DIMENSIONS* Task Orders to monitor and record overall performance of each prime contractor (see J-7, NITAAC Prime Contractor Past Performance Evaluation Report, Section J) This form must be used to evaluate overall prime contractor performance on an interim basis and upon Task Order completion. The COTR/AMOTR completes the NIH form using our electronic system, obtains concurrence from the AMO in writing and forwards it to the prime contractor for comment. Contractor comments received by the customer within 30 days will be considered in the final evaluation, and must be included in the evaluation form. Once contractor comments are incorporated, the form is forwarded by the customer to the IMAGEWORLD2 *NEW DIMENSIONS* CO, for entry into the NIH Past Performance Database. In

order for the evaluation to be received on a timely basis, it is required that the form be forwarded through the system to the IMAGEWORLD2 *NEW DIMENSIONS* CO no later than 60 days after completion of the Task Order award. The information collected on the Past Performance Database will be available to all government agencies and can be used as a source of information for evaluation of contractor past performance for future Task Order opportunities.

## G.4 Contract Management

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Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the government and the contractor. An Ombudsman will be provided at contract award to handle disputes.

The Contracting Officer for this contract is identified as:

Mr. Donald Wilson  
6011 Executive Blvd., Room 629A  
Rockville, Maryland 20892-7260  
Tel: (301) 435-3886 Fax: (301) 496-8486

The Administrative Contracting Officer for this contract is identified as:

Mr. Al Plyler  
6011 Executive Blvd, Room 629 B  
Rockville, Maryland 20892-7260  
Tel: (301) 402-3077 Fax: (301) 496-8486

The Project Officer for this contract is identified as:

Mr. Tim Warrington  
6011 Executive Blvd, Room 629E  
Rockville, Maryland 20892-7260  
Tel: (301) 402-3348 Fax: (301) 496-8486

The OMBUDSMAN for this contract is identified as:

Dr. Phillip S. Chen, Jr.  
NIH, Building 1, Room 140  
Bethesda, Maryland  
Tel: (301) 496-3561 Fax: (301) 402-0027  
E-mail: pc17w@nih.gov

**a. IMAGEWORLD2 *NEW DIMENSIONS* Contracting Officer.** The IMAGEWORLD2 *NEW DIMENSIONS* CO is the only person authorized to approve changes in this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the IMAGEWORLD2 *NEW DIMENSIONS* CO. No changes of deviation from the scope of work shall be effected without a written modification to the contract executed by the

IMAGEWORLD2 *NEW DIMENSIONS* CO authorizing such changes. The word "government" as used throughout this contract or its attachments refers specifically to the IMAGEWORLD2 *NEW DIMENSIONS* CO or to the Customer AMO defined in Section J. The AMO designates individuals to act as the AMO's Contracting Officer's Technical Representative (COTR or AMOTR) under any resultant task order. Such representative will be designated by letter of appointment from the AMO in the technical phase of the work, but neither the AMO nor the COTR/AMOTR will be authorized to change any of the terms and conditions of the contract.

**b. IMAGEWORLD2 *NEW DIMENSIONS* - Financial Analyst Team**

Financial Analysts: The NIH financial analysts identified below have the following responsibilities: 1) Tracking both NIH and Non-NIH sales on a monthly basis; 2) Reconciling contractor monthly financial reports to the Delivery/Task Orders and the NIH processing fee received, and 3) contacting Agencies and contractors to reconcile discrepancies in the Monthly Sales and Check Reports.

Karen Goshaney, Financial Team Leader  
Tel: (301) 496-5460 Fax: (301) 402-0714

Joseph W. Tewes, Senior Financial Analyst  
Tel: (301)-496-9505 Fax: (301) 435-5563

Katherine Davies, Financial Analyst  
Tel: (301) 594-0814 Fax: (301) 5563

Financial Team Address:  
National Institutes of Health  
6011 Executive Blvd., Room 503 H  
Rockville, Maryland 20892-7260

**c. Customer Acquisition Management Official (AMO)** (See Section J for definitions) The AMO may designate individuals to act as the COTR/AMOTR. The AMO may make changes to individual task orders provided they are within the contract scope of work.

**d. Contracting Officer's Technical Representative/ Acquisition Management Official Technical Representative (COTR/AMOTR).**

1. The COTR/AMOTR will be designated in writing on authority of the AMO after task order award to monitor and coordinate all technical aspects and assist in the administration of the overall DO/TO.

2. Only the COTR/AMOTR is authorized to provide technical direction to the contractor on an individual DO/TO, and such direction must be within the scope of their designation letters. The contractor will receive copies of the Delivery/Task Order and designation letters stating the responsibilities of the COTR/AMOTR.

3. The COTR/AMOTR is also responsible for inspection and acceptance of Delivery/Task Order deliverables, including task order reports.

#### e. Technical Coordination.

1. Performance of work under this contract shall be in compliance with Section C, Statement of Work, Section B, Supplies or Services and Prices/Costs, and any approved Delivery/Task Orders.
2. All technical coordination shall be within the scope of the contract and the funding document/order. No oral statements of any person whatsoever will in any manner or degree modify or otherwise affect the terms of this contract. Technical coordination shall not result in any action that:
  - (a). Constitutes an assignment of additional work outside the SOW or the funding document/order.
  - (b). Constitutes a change as defined in the contract clause entitled "Changes" for Firm Fixed Price contract.
  - (c). Causes an increase in the total contract ceiling, funding document/order price, or total estimated cost, or the time required for contract or Delivery/Task Order performance,
  - (d). Changes any of the expressed terms, conditions or specifications of the contract or Delivery/Task Order, or
  - (e). Interferes with the contractor's right to perform the terms and conditions of the contract.

### G.5 Preparation Of Vouchers

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1. SF 1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under this contract, unless otherwise specified in the individual Delivery/Task Order.
2. The contractor's invoices, FFP vouchers shall be forwarded simultaneously to:
  - (a). The Finance Office at the following address:
 

**(To be identified on each task order)**
  - (b). The Customer Acquisition Management Official (AMO) at the address identified in the task order.
  - (c). The Customer Contracting Officer's Technical Representation (COTR)/ Acquisition Management Official (AMOTR) listed in the task order.
3. All vouchers submitted to the Government shall delineate cost by:
  - (a). Contract Number, DO/TO Authorization Number;

(b). Funding document/order by cost category, and

(c). Any additional information required by specific payment clauses.

4. The customer will forward a copy of the certified voucher to the cognizant finance office in the DO/TO for payment.

(a). Billing Instructions: Funding documents/vouchers with DO/TO's shall be submitted upon achievement of the billing milestones identified in the Delivery/Task Order if applicable. Pursuant to FAR 52.232-16 Progress Payment, they may be liquidated against the billing milestones established in each task order.

## **G.6 Payment Of NIH Processing Fee**

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A check for the NIH processing fee must be sent monthly for the sum of all processing fee payments received by the prime contractor for the previous month. The check should be sent to the NIH cashier's office at the following address:

**NIH, OFM, FSB**  
**Building 31, Room B1B29**  
**31 Center Drive, MSC 2054**  
**Bethesda, Maryland 20892-2054**

If the contractor is on more than one NITAAC contract, separate checks must be sent for each contract. The check must be payable to NIH and identified with the following information:

NITAAC  
 Contract Name (IMAGEWORLD2 *NEW DIMENSIONS*)  
 Contract Number  
 Appropriation/CAN Number: 4554/8858

A copy of the check should be sent with the Check Report to the Financial Analysts and the Contracting Officer. The check report will include the IMAGEWORLD2 *NEW DIMENSIONS* Delivery/Task Order authorization number(s) and the amount of the processing fee(s) being paid.

Additionally, the report must total to the amount of the check and include the check number. A sample format for this report is attached and is incorporated as Attachment J-4 in Section J of the contract. The information can be mailed, faxed or delivered to both the Financial Analysts and the Contracting Officer to be received not later than the 10th of the following month.

If the reporting requirements stated above are not complied with, contractors may be subject to a moratorium of their contract. During the moratorium, the contractor shall be precluded from proposing on, being proposed on, or issuing orders under the contract.

### **NIH Processing Fee (with sliding scale incentive) for External Customers**

A \$250 minimum-processing fee will be charged for all orders of \$25,000 or less. Below is the fee structure for our external customers who are agencies other than NIH:



Business Category	Delivery/Task Order Amount			
	\$0 – 1M	\$1M – 5M	\$5M – 10M	Over \$10M
FEE %	1%	0.75%	0.50%	0.25%

Large Businesses are assessed a 1% fee for all Delivery/Task Orders.

### The Funding Document

The funding document/order should be sent to both the contracting officer and the financial analysts at the addresses specified.

**IMAGEWORLD2 NEW DIMENSIONS contracts require that the NIH processing fee be established and paid up-front on the first invoice.** It is not subject to downward adjustment.

- For purchase of goods and services, the entire fee is due with the first invoice.
- For purchase of goods and services with fixed price options, the fee is due on the first invoice on the funded amount, with additional fee due when the fixed price options are elected.
- For lease orders, the NIH processing fee amount is determined by the total amount of the lease and service requirement. The fee is to be paid incrementally (on the first invoice for each year of the lease) based on the annual funded amount of the DO/TO and any subsequent modifications.

The processing fee covers costs for package processing, contract management contract-wide recording, tracking, monitoring, reporting, and problem resolution. If the Delivery/Task Order is canceled before work commences by the contractor, the NIH processing fee will not be charged. The processing fee is not refundable. If the scope and price are reduced, the processing fee will not be reduced. Delivery/Task Order modifications resulting in additional monetary obligations are assessed the NIH processing percentage usually used (of the additional obligated amount) or \$250, whichever is higher.

### G.7 Subcontracting Plan Approval

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See Attachment J9 as applicable to large businesses only.

### G.8 Far Clauses Updated By Reference To ARNET

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In order to streamline the administrative procedures under this solicitation/contract, the following clauses 52.252-1 Solicitation Provisions Incorporated by Reference (FEB. 1998) and 52.252-2 Clauses Incorporated by Reference (FEB 1998) will be updated electronically on our web site in accordance with without providing written amendments/modifications to the contractor. The solicitation/contract will be updated and maintained by recording each date change, this will be done by adding one date behind the previous date, where the provision/clause is written in the solicitation/contract, in accordance with updates as they are provided by ARNET. This procedure will provide historical documentation of all the updates. An example of how this works is as follows:

## 52.225-14 Inconsistency between English Version and Translation of Contract (AUG 1989)(FEB2000)

Should a specific clause/provision need an insertion from the contractor, the update will be done in an administrative amendment/modification. This streamline procedure is only for updating provisions/clauses and does not include deleting or adding new provisions/clauses. The updates must maintain the same title name. Should the update provide confusion, such as an update using an existing number with a completely different subject/title name of the provision/clause, an administrative modification will be written to clarify the issue.

### **G.9 Debriefings**

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If a non-selected prime contractor has questions as to why it was not selected for a Delivery/Task Order award, the prime contractor should contact the AMO. The AMO and the non-selected prime contractor may discuss the reasons why that prime contractor was not selected; however, the AMO may not (1) discuss the other prime contractor's proposals, (2) compare prime contractor's proposals, or (3) allow the non-selected prime contractor access to the SRDP.

### **G.10 Electronic Commerce**

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#### **G.10.1 Business Procedure Environment**

NIH in accordance with FAR 4.5 Electronic Commerce in Contracting shall exercise broad discretion in selecting the hardware and software that will be used in conducting electronic commerce including electronic signatures. In accordance with the Government Paperwork Elimination Act of October 21, 1998, Title XVII of Division C of Public Law 105-277 and Public Law 106-229 enacted June 30,2000 for electronic signatures, NIH Information Technology Acquisition and Assessment Center (NITAAC) intends to maximize e-commerce and shall require any system developer of any e-commerce system to fully comply with the enumerated acts. This requirement includes any succeeding regulations that are enacted during the life of the contract. It is anticipated that the only system requirements imposed on vendors are a Web Browser, an Internet connection and a digital certificate designated by NITAAC.

#### **G.10.2 Electronic Commerce**

NITAAC with the assistance of NIH Institutes, Centers, and Divisions, will maintain a record of all information relevant to order processing and contract administration. NITAAC is implementing Electronic Commerce to facilitate to the greatest degree possible the paperless processing of all NIH IW2<sup>nd</sup> orders, reports, pricing information, and other relevant business documents in accordance with laws and regulations stated above. These integrated Web based electronic commerce services will greatly enhance the speed and efficiency of interaction between NITAAC and vendors. The services being considered include but are not limited to Web based RFP system, Web based fee accounting system, and on-line catalog. All IW2<sup>nd</sup> vendors will be required to use the electronic commerce systems to interact with NITAAC as the systems become available.

#### **G.10.3 Web Based RFP System**

Customers will submit Statements of Work through the Web Based RFP system. The system will notify, via email message, all vendors who are qualified to bid on each opportunity. Interested Vendors will view and download Statements of work from the Web. In the future, vendors will upload their proposals to the system where they will be available to the customer for evaluation, scoring and selection. Customers will also be provided with vendor past performance data. The

security of all interactions with the Web based system will be assured through the use of Public Key Infrastructure (PKI) electronic signatures.

#### **G.10.4 Web Based Fee Accounting System**

Vendors shall use a Web based fee accounting system to submit and validate all fees associated with orders placed under this contract. NITAAC finance personnel will use the system to interact with vendors to ensure full accounting and resolve discrepancies. Full reporting on the status of all order and account information will be available to the vendor through the system.

#### **G.10.5 Electronic Commerce and WWW Electronic Catalogue Implementation**

Product information shall be electronically available to NIH customers and other users of this contract (the Department of Health and Human Services, and other Federal Agencies) within 15 business days after contract award. Vendors should be prepared to supply NITAAC with catalog data in the NITAAC designated electronic implementing convention that will allow catalogue search capability and on-line ordering. The minimum required elements of the on-line catalogue data supplied are Labor Category and IW2nd price. For the purpose of further evaluation, the Offeror may also be required to provide a URL address to view general offeror information. Information pertaining to the NITAAC Acquisitions can be accessed at the following address: <http://nitaac.nih.gov>.

#### **G.10.6 Information Technology Accessibility for Persons with Disabilities**

All services delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Federal accessibility standards may be obtained via the Web at the following URL: from [www.Section508.gov](http://www.Section508.gov).

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 Key Personnel**

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- a. Key personnel are the prime contractor's personnel considered to be essential to the performance of the contract. The contractor shall notify the AMO and COTR/AMOTR prior to making any changes in key personnel.
- b. Prior to replacing key personnel, the contractor shall demonstrate to the satisfaction of the AMO and COTR/AMOTR that the qualifications of prospective replacement personnel are equal to or better than the qualifications of any personnel being replaced.
- c. The prime contractor's Program Manager is key, and may only be replaced with the approval of the IW2nd CO and in accordance with the terms and conditions of paragraph H.1.b
- d. If requested in the Task Order SOW, the contractor shall provide resumes for the personnel filling the following positions:

<u>Labor Item</u>	<u>Labor Category Title</u>
CLIN	Program Manager
CLIN	Business/Marketing Manager

## H.2 Personnel Qualifications

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To be specified by individual task orders.

## H.3 Request For Modification

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After contract award, the Government may solicit, and the contractor is encouraged to propose independently, request for modifications to the equipment, software specifications, or other requirements of the contract for the purpose of maintaining available technology as state of the art. The contractor shall submit modification requests and proposed price schedules in the format prescribed at B.2.1 Price Tables.

Requests for Modification may be proposed for any of the following reasons:

- Improvement of performance
- Energy Savers
- To satisfy increased data processing requirements
- Technical refreshments, replacements or upgrades

At a minimum, the following information shall be submitted by the contractor with each request for modification:

- a. A description of the differences between the existing contract requirement and the proposed change(s), and the comparative advantages and disadvantages of each comparison with competitive, published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangement.
  - b. Any itemized requirements of the contract which may require revision if the request for modification is accepted. Include the proposed revision to the contract for each such change (if applicable).
  - c. Any estimate of change in the performance of the contract or cost (if applicable) that may result if the request for modification is accepted.
  - d. An evaluation of the effects the request for modification might have on collateral costs to the Government, such as Government-furnished property costs, maintenance and operation, and other related items.
  - e. A statement of time by which the request for modification must be processed as to obtain the maximum benefit of the changes during the remainder of the contract life (if applicable).
- a. Any effects in contract completion or delivery schedule that may result from the request.

**Note: Not all of the above stated items will be applicable in all requests for modification packages**

Request for modifications submitted to the Contracting Officer will be processed expeditiously. Anticipated processing time frame is 7 to 10 business days from receipt of the package. This time frame is contingent upon receipt of a complete modification package from the contractor. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any request for modification not accepted by the Government within the period specified in the modification. The decision of the Contracting Officer as to accept or reject a request for modification shall be final and shall not be subject to the Disputes clause of this contract. Written

notice will be given upon the Contracting Officer's acceptance of a request for modification. Until such time that the contractor receives written notice by way of an executed modification document, the contractor shall continue to perform in accordance with the terms and conditions of the existing contract.

The contractor is requested to identify specifically any information contained in the request for modification that is considered confidential and/or proprietary and should not be disclosed. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

Contractors are encouraged to submit Requests for Modification for technological refreshments on a regular basis to ensure that their product offerings remain current.

## H.4 No Bid Decision

---

If a prime contractor offeror is unable or otherwise cannot perform a requirement, a NO BID must be made to the task order proposal request. All NO BIDS shall include a brief statement as to why the prime contractor has elected to forego the opportunity (e.g., Conflict of Interest, etc.) The NO BID may be a simple E-mail message addressed to NITAAC and the customer POC.

## H.5 Leasing

---

a. The Government contemplates commercial leasing such as the following types: new and innovative leasing options, lease to ownership; lease with an option to purchase; and straight lease IT equipment. All leases may include integrated installation and warranty.

b. The contractor, acting as a prime contractor, shall provision the government with leased equipment. Subject to the cancellation provisions of this contract, title to the equipment will transfer to the Government from the contractor only under the lease with option to purchase or the lease to ownership plans proposed by the contractor.

c. The Lease Term of the lease agreement is from the date of acceptance of the equipment through the period specified in the Delivery/Task order.

d. Credits - Discontinuance Notice

When discontinuing lease pursuant to the clause, the Government will give the contractor thirty (30) days prior written notice of discontinued service or a shorter notice when agreed to by the contractor.

e. Credit Refunds

The Government shall retain the credits. These credits may be used to extend the lease agreement at no additional cost in the amount of the credits. These credits may also be used to purchase items under the Order in the amount of the credits. No money will be refunded back to the Government for credits.

## H.6 Travel

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a. Official travel of contractor personnel away from their duty station shall be identified in the negotiated Task Order.

b. The contractor's request for travel shall be in writing and contain the dates, locations, and estimated costs of the travel.

- c. Costs associated with the contractor's travel shall be in accordance with FAR Part 31.205-46

## H.7 Security

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This document is unclassified; however, the classification of the work to be performed on specific Task Orders issued under this contract may require security clearances. In that event, the contractor will be advised of the requirements in the SOW. The contractor shall follow conscientiously the security requirements identified in the SOW and other guidance that may be established by the AMO/COTR.

## H.8 Release Of News Information

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No news release (including photographs, films, and public announcements) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without prior approval of the IW2<sup>nd</sup> AMO. This restriction applies to all initial and newly developed marketing materials developed for presentation to potential government customers of this contract vehicle.

## H.9 Conflict Of Interest

---

a. It is understood and agreed that the contractor, under the terms of this contract, or through the performance of the Statement of Work made a part of this Contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the contractor in an Organizational Conflict of Interest, which could serve as a basis for excluding the contractor from supplying products or services to the National Institutes of Health (NIH) or other Government agencies. Further, during the course of this contract, the Contracting Officer will not knowingly unilaterally direct the contractor to perform work, in contravention of the above understanding. It will be the contractor's responsibility to identify any situation in which the potential for an Organizational Conflict of Interest exists. However, prior to the execution of any Task Order or amendment thereto, if the Contracting Officer discerns the potential for an Organizational Conflict of Interest insofar as the work to be performed hereunder is understood to involve the preparation of a complete specification of materials leading directly, predictably and without delay to a Statement of Work which will be used in the competitive procurement of a system, the Contracting Officer shall notify the contractor, and the parties shall mutually take action to resolve any potential organizational conflict of interest.

b. This clause will be included in any subcontracts awarded under this contract. This clause does not relieve the contractor from following up with other contracting offices and their Contracting Officers regarding potential organizational conflicts involving those procurements.

## H.10 Subcontracting Approval

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a. The contractor shall obtain written Contracting Officer consent prior to subcontracting any portion of this contract, which is not in the contractor's approved subcontracting plan. The contractor's subcontracting plan dated To Be Completed at Time Of Award in support of this Contract, is hereby approved and incorporated herein by reference. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan.

b. In accordance with FAR 52.244-2 Subcontract, the Government notification and consent may be required for new subcontractors. On occasions, new subcontractors may be approved for addition to the contract when the proposed new subcontractor has a capability that is required to perform work described in the IW2<sup>nd</sup> contract SOW. Additional subcontractors may be approved

for addition to a single Task Order to meet the requirements of that TO or to help meet the subcontracting goals stated.

## H.11 Conferences

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The IW2nd Contracting Officer (CO), or his duly authorized representative, may call a conference from time-to-time as deemed necessary to discuss any phase of performance under the Contract. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next Monthly Program Status Report for current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

## H.12 Work On A Government Site

---

a. The contractor and his/her employees shall observe all rules and regulations issued by the installation's Senior Official pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract; In performing work under this contract on a Government installation or in a Government building, the contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the contractor shall:

1. Conform to the specific safety requirements established by this task order.
2. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel connected in any way with performance under this contract.
3. Take such additional immediate precautions as the AMO, COTR/AMOTR may reasonably require for safety and accident prevention purposes.

## H.13 Insurance Schedule

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The contractor shall maintain the types of insurance and coverage listed below in accordance with FAR 28.307-2 Liability:

### **TYPE OF INSURANCE /MINIMUM AMOUNT**

a. Worker's Compensation and Employee liability. Contractors are required to comply with applicable Federal and state worker's compensation and Occupational Disease Statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. (See FAR 28.305c for treatment of contracts subject to the Defense base Act.)

b. General Liability. (1) The Contracting Officer shall require bodily injury liability insurance coverage written on the compensative form of policy of at least \$500,000 per occurrence. (2) Property Damage Liability insurance shall be required only in special circumstances as determined by the agency.

c. **Automobile Liability.** The Contracting Officer shall require automobile liability insurance written on the compensative form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per occurrence and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal customary claims.

d. **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the contracting officer shall require Aircraft Public and Passenger Liability Insurance. Coverage shall be at least \$200,000 pr person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, which ever is greater.

e. **Vessel Liability.** When contract performance involves use of vessels, the contracting office shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

## **H.14 Interrelationships Of Contractors**

---

a. The Government has entered into contractual relationships in order to provide technical support services in the conduct of appropriate studies, analyses and engineering activities separate from the work to be performed under this SOW, yet having links and interfaces to them. The contractor may be required to coordinate with such other contractor(s) through the IW2nd CO or AMO in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist the Government in the technical review of the contractor's technical efforts. Information on reports provided under this SOW may, at the discretion of the Government, be provided to such other contractor(s) for the purpose of such review.

b. See also paragraph H.17 entitled, "NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA".

## **H.15 Facility Access**

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When applicable, the contractor shall arrange with the AMO or COTR/AMOTR for procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators and similar matters. Any requests received by the contractor to change the sequence or scope of this access shall be referred to the AMO.

### **H.16 OVERSEAS LOGISTIC SUPPORT FOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) WORK**

a. Authorization for obtaining logistic support and privileges for contractor personnel and their family members assigned overseas may be available on a Task Order specific basis. The contractor must request such support with sufficient lead time to allow the CO to coordinate the request with overseas officials if the deployed employees and family members are anticipating such support immediately upon relocation to the overseas location.

b. Logistic support may include, but not is not limited to, commissary services, military exchange (AAFES) facilities, class IV facilities, customs exemption, legal assistance, local government transportation for official Government business, local morale/welfare recreation services, military banking facilities, military postal service, mortuary service, officer of



NCO/EM clubs, privately-owned vehicle registration for USAREUR, purchase of petroleum and oil (POL) products, transient billets, and messing facilities at remote sites only (reimbursable), or other benefits subject to reciprocal agreements that may be in place.

## H.16 Nondisclosure Of Sensitive And/Or Proprietary Data

---

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (a) through (c) below. Appropriate contractor personnel shall sign and submit a non-disclosure agreement using Attachment J-12, Employee/Contractor Non-Disclosure Agreement, illustrated in Section J.

- a. **Indoctrination of Personnel.** The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.
  
- a. The contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of Task Orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The AMO and, if necessary, the IW2nd CO shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner. The contractor shall furnish the AMO (and as required, the IW2nd CO) copies of communications between the contractor and associated contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary.
  
- c. **Remedy for Breach.** The contractor agrees that any breach or violation of the restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-8, as applicable. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

## H.17 Government Furnished Equipment, Information Or Services

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- a. It is anticipated that for some Task Orders, Government Furnished Equipment (GFE) will be specified in the individual order (at the discretion of the Government) with specified delivery dates. Such equipment will be returned to the Government upon the conclusion of the contract, as specified in the individual delivery order, or as directed in writing by the AMO.

- b. Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the contractor for use during the performance of the Task Order as specified in the order (at the discretion of the Government) with specified delivery dates. These documents will be returned to the Government upon the conclusion of the Task Order, as specified in the individual Task Order, or as directed in writing by the AMO. In the case that GFE or GFI are not provided to the contractor by the specified date, the AMO will be immediately notified by the contractor. The contractor will indicate impact and request direction from the AMO.
- c. Contractors are responsible and liable for Government property in their possession pursuant to FAR 52.245-1 and 52.245-2 as applicable.

## **H.18 Alternate Dispute Resolution Procedures (ADR)**

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- a. Background: Pub. L. 101-552 The Administrative Dispute resolution Act encourages the use of alternative means of resolving disputes involving government agencies. The Act is based on Congress finding that alternative processes, including mediation, often yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes.
- b. Partnering lays the foundation for better working relations on a project including better dispute resolution. This partnership draws on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnership is bilateral in make-up and participation is totally voluntary.

## **H.20 Year 2000 Warranty- Non Commercial Supply Items**

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a. The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from into and between the twentieth and twenty-first centuries, and the year 1999 and the year 2000 and leap-year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software, and firmware) used in combination with such listed item properly exchanged date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

### **YEAR 2000 COMPLIANT ITEMS**

**ALL HARDWARE SOFTWARE AND FIRMWARE DELIVERED OR DEVELOPED UNDER INDIVIDUAL TASK ORDERS**

## **H.21 Year 2000 Warranty-Commercial Supply Items**

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The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (Including but not limited

to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the year 1999 and the year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in the contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

## H.22 Notification Of Unsatisfactory Performance

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- a. The Government shall receive formal performance evaluations for each Task Order in accordance with Section G.2.
- b. The IW2<sup>nd</sup> CO and the IW2<sup>nd</sup> Project Manager will discuss any unsatisfactory performance. One or more instances of unsatisfactory performance may result in the IW2<sup>nd</sup> CO notifying the contractor in writing that a moratorium of a specified length may be imposed on the contractor pending satisfactory progress toward resolving unsatisfactory performance. During the moratorium period (which shall be unilaterally established by the IW2<sup>nd</sup> CO and may vary in length depending on the severity of the unsatisfactory performance), the contractor shall be precluded from proposing on or being issued Task Orders/Delivery Orders under IW2<sup>nd</sup>.

## H.23 Observance Of Legal Holidays And Excused Absence

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- a. The Government hereby provides notification that Government personnel observe the listed days as holidays:

New Year's Day  
 Martin Luther King's Birthday  
 President's Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Christmas

- b. In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute  
 Any other day designated by Executive Order  
 Any other day designated by the President's Proclamation

- c. It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event

the contractor's personnel work during the holiday, they may be reimbursed by the contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

d. When the Federal and governmental entities grants excused absence to its employees, assigned contractor personnel may also be dismissed. The contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Technical Representative.

e. If Government personnel are furloughed, the contractor shall contact the Contracting Officer or the COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

1. Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.

2. Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

f. In those situations that furloughed Government personnel are reimbursed, the contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

g. Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

## H.24 Non-Personal Services

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a. As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

b. The contractor shall not perform any inherently governmental actions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

c. The contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to

inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

## H.25 Notice Of Availability Of Funds/Continuing Resolution

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Delivery/Task Orders (or applicable line items thereto) issued under this contract may be subject to the "Availability of Funds" clause, FAR 52.232-18, as incorporated by reference in Section I. The "Availability of Funds" clause states that the Government's liability for payment is contingent upon the availability of funds, and this contingency remains in effect until the Contracting Officer confirms availability, in writing, to the contractor. For the purposes of this clause, the Contracting Officer hereby confirms that funds will be available under the Task Order upon enactment of the applicable fiscal year Continuing Resolution (limited to the period of the Continuing Resolution) for the requiring department/agency, or upon enactment of the applicable fiscal year Appropriations Act for the requiring department/agency. Any period of performance not covered by a Continuing Resolution is subject to the terms and conditions of the "Availability of Funds" clause. Information regarding the Continuing Resolution or the applicable fiscal year Appropriations Act or verification of availability may be obtained by contacting the Contracting Officer. It is anticipated that no further written confirmation of availability will be provided.

## H.26 Commercial Availability Of Equipment, Software, And Services

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Commercially available equipment, software, and services shall be off-the-shelf, state-of-the-art, in current production and have previously been the subject of one or more sales. If used and/or remanufactured equipment is proposed, this equipment must be clearly identified as such and be warranted the same as new equipment.

- a. To qualify as "commercial", an item must be used for other than Government purposes and sold or traded to the general public or the Government in the course of normal business operations.
- b. An item is "available" if it has been formally announced and has previously been the subject of one or more sales.
- c. "State-of-the-art" is defined as recently designed components that are in current production, marketed, available, and maintained.
- d. The most current products commercially available shall be offered to Federal users as a result of this solicitation and throughout the contract term.
- e. New and innovative products and services will be considered desirable throughout the contract.

## H.27 EPA Energy Star Compliance

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At contract award, the sole Energy Star requirement shall be the self-certification by the Offerors that the specified equipment is Energy Star compliant. Within three months of the availability of an EPA sanctioned test for Energy Star compliance, the contractor shall submit the specified equipment for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the contractor's expense. If any specified equipment fails to pass the test, the contractor shall replace, not retrofit, at no additional cost to the Government, all delivered equipment under this contract to be Energy Star compliant as determined by the EPA sanctioned test. All subsequent deliveries of equipment shall also be Energy Star compliant as determined by the EPA sanctioned test. This requirement excludes CD ROMs, memory, and other peripherals.

## H.28 Discontinuance Of Product, Product Substitution And Technology Upgrade/Refreshment

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If the production of a line item being acquired under this contract is permanently discontinued, the contractor is not obligated to provide the line item three months after written notification of discontinuance is received by the Government. Maintenance for this discontinued item shall continue to be available throughout the life of the contract. The contractor agrees to provide the Government the maximum possible advance notice of decisions to cease production.

Notwithstanding the provisions above, the contractor is required to make available substitute products for the line item being discontinued. The substitute item shall meet all the mandatory requirements of Section C, Description-Requirements-Work Statement of the contract, however, this substitute item shall at a minimum include the salient characteristics and major functional capabilities as well as meet or exceed the rated performance characteristics of the item being replaced. For those substitute items which are replacing permanently discontinued products which are no longer available as newly manufactured; the contractor shall provide newly manufactured substitute products at the contract price of the old item or at the GSA price for the new product, whichever is less.

This Clause applies only to those proposed substitutions identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. At a minimum, the following information shall be submitted by the contractor with each proposal:

- a. A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.
- b. Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.
- c. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal.

Product Substitution proposals submitted to the contracting officer shall be processed expeditiously, and in any event within 60 days from receipt. The Government shall not be liable for proposal preparation cost or any delay in action upon any proposal submitted pursuant to this clause (except the potential unavailability of discontinued products). The contractor has the right to withdraw, in whole or part, any product substitution proposal not accepted by the Government within 60 days (or within any longer period of time specified by the contractor in the product substitution proposal) from receipt by the Contracting Officer. The Contracting Officer will include in any notice relating to a product substitution, a firm commitment as to the required quantities for the discontinued product to be delivered during the period of time specified in this clause. The decision of the Contracting Officer as to the acceptance or rejection of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.

The Contracting Officer may accept any product substitution proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice shall be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a product substitution proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

If a product substitution proposal submitted pursuant to this clause is accepted and made a part of this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract will be made in accordance with this clause and other applicable clauses of this contract.

When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price will be in accordance with both the "Changes" clause and this clause. A procurement request for a product substitution shall not be issued until a product solicitation proposal is submitted and accepted.

The contractor is requested to identify specifically any information contained in the product substitution proposal which the contractor considers confidential and/or proprietary and which the contractor prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act. (U.S.C. 552).

It is recognized that specific technology necessary to meet the functional and performance requirements of this contract may change during the life of the contract. Therefore, this contract requires that contractors commit to supplying specific imaging resources that will satisfy the functional capabilities specified in Section C. The contract shall include Substitution and Technology Upgrade/Refreshment provisions which will afford the contractor an opportunity to revise and/or update the imaging resources included in Image World 2 New Dimensions and make any necessary adjustments to the fixed prices.

All changes in the imaging resources offered and all pricing adjustments must be approved by the Contracting Officer. The Contracting Officer's acceptance will be based upon the technical acceptability of the imaging resources proposed and the fairness and reasonableness of the prices.

The Contracting Officer will consider the fair market price, GSA schedule prices and the discount factors established at the time of award.

## **H.29 Security Clearances**

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The contractor shall keep the company Government clearances current throughout the life of the contract.

## **H.30 Labor Categories**

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The labor categories represent the Government's best estimate of the kinds of personnel required for successful contract performance. It is recognized by the Government that the inventory of imaging and/or information systems, technologies, methodologies and processes ranges from obsolescent to near state-of-the-art, and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the Contractor to respond to new technologies, methodologies, and processes is both necessary and appropriate. For the purpose of matching resources to requirements, the use of additional labor categories not currently contemplated may be necessary over the term of the contract. Certain unique labor categories, as well as consultants, may be required under specific Task Orders.

## **H.31 Innovative Solutions**

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The Government reserves the right to review any "innovative solutions" submissions to establish the validity of such submissions for acceptance.



## H.32 Disclosure Of Lobbying Activities

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The disclosure of lobbying activities shall be submitted by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. This disclosure is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Contractors shall use Attachment J-10, Disclosure of Lobbying Activities, illustrated in Section J.

## H.33 Reporting Matters Involving Fraud, Waste, And Abuse

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Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is [Htips@os.dhhs.gov](mailto:Htips@os.dhhs.gov) and the mailing address is:

Office of Inspector General  
 Department of Health and Human Services  
 TIPS HOTLINE  
 P.O. Box 23489  
 Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www1.od.nih.gov/oma/manualchapters/management/1754/>)

## SECTION I

### CONTRACT CLAUSES

#### Article I.1

#### **General Clauses For A Firm-Fixed Price Service And Supplies Contract - Far 52.252-2, Clauses Incorporated By Reference (February 1998)**

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

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

52.202-1	Definitions (OCTOBER 1995)
52.202-2	Certificate of Independent Price Determination (APRIL 1985)
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (Over \$100,000) (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Over \$100,000) (JULY 1995)
52.203-7	Anti-Kickback Procedures (Over \$100,000) (JULY 1995)

52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (over \$100,000) (JANUARY 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000) (JANUARY 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000) (JUNE 1997)
52.204-2	Security Requirements (AUGUST 1996)
52.204-4	Printing, Copying Double -Sided on Recycle Paper (JUNE 1996)
52.207-5	Option to Purchase Equipment (FEBRUARY 1995)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000) (JULY 1995)
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Description, FPMR, Part 10.29 (AUGUST 1998)
52.211-6	Brand Name or Equal (AUGUST 1999)
52.211-11	Liquidated Damages - Supplies, Services, or Research and Development (APRIL 1984)
52.215-2	Audit and Records - Negotiation (Over \$100,000) (JUNE 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCTOBER 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCTOBER 1997)
52.215-12	Subcontractor Cost or Pricing Data (Over \$500K) (OCTOBER 1997)
52.215-14	Integrity of Unit Prices (\$100K) (OCTOBER 1997)
52.215-15	Pension Adjustments and Asset Reversions (DECEMBER 1998)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (OCTOBER 1997)
52.215-19	Notification of Ownership Changes (Over \$500,000) (OCTOBER 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCTOBER 1997)
52.216-22	Indefinite Quantity (OCTOBER 1995)
52.219-8	Utilization of Small Business Concerns (Over \$100,000) (OCT 1999)
52.219-9	Small Business Subcontracting Plan (OCTOBER 1999)
52.219-16	Liquidated Damages - Subcontracting Plan (JANUARY 1999)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status Reporting (OCTOBER 1999)
52.222-2	Payment for Overtime Premiums (FEBRUARY 1997)
52.222-3	Convict Labor (AUGUST 1996)
52.222-20	Walsh-Healey Public Contracts Act (DECEMBER 1996)
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Review (FEB 1999)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities (JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans of and Veterans of the Vietnam Era (JANUARY 1999)
52.223-6	Drug-Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCTOBER 1996)
52.225-1	Buy-American Act - Balance of Payments Program – Supplies (FEBRUARY 2000)
52.225-13	Restrictions on Certain Foreign Purchases (FEBRUARY 2000)

52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000) (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.227-16	Additional Data Requirement (JUNE 1987)
52.227-19	Commercial Computer Software – Restricted Rights (JUNE 1987)
52.229-3	Federal, State, and Local Taxes (Over \$100,000) (JANUARY 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
52.230-1	Cost Accounting Standards, Notices and Certifications (APRIL 1998)
52.230-2	Cost Accounting Standards (APRIL 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APRIL 1998)
52.232-1	Payments (APRIL 1984)
52.232-8	Discounts for Prompt Payment (MAY 1997)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-11	Extras (APRIL 1984)
52.232-17	Interest (Over \$100,000) (JUNE 1996)
52.232-23	Assignment of Claims (JANUARY 1986)
52.232-25	Prompt Payment (JUNE 1997)
52.232-34	Payment of Electronic Funds Transfer B Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)
52.233-3	Protest After Award (AUGUST 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JANUARY 1991)
52.239-1	Privacy of Security Safeguards (AUGUST 1996)
52.242-13	Bankruptcy (Over \$100,000)(July 1995)
52.243-1	Changes - Fixed Price (AUGUST 1987)
52.244-1	Subcontracts (Fixed-Price Contracts) (FEBRUARY 1995)
52.245-2	Government Property (Fixed-Price Contracts) (DECEMBER 1989)
52.246-16	Responsibility for Supplies (APRIL 1984)
52.246-24	Limitation of Liability - High Value Items (FEBRUARY 1992)
52.246-25	Limitation of Liability - Services (APRIL 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (Over \$100,000) (APR 1984)
52.253-1	Computer Generated Forms (JANUARY 1991)

## Article I.2

### Department Of Health And Human Services Acquisition Regulation (HHSAR)(48 CFR Chapter 3) Clauses

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352.202-1	Definitions (APRIL 1984)
352.232-9	Withholding of Contract Payments (APRIL 1984)

352.270-4	Pricing of Adjustments (APRIL 1984)
352.270-6	Publication and Publicity (JULY 1991)
352.270-7	Paperwork Reduction Act (APRIL 1984)

## Article I.3

### **Additional FAR Contract Clauses Included In Full Text Federal Acquisition Regulation (FAR)(48 CFR Chapter 1) Clauses:**

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#### **52.244-6**

#### **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCTOBER 1998)**

a. Definition.

(1). Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2). Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

b. To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

#### **52.216-19**

#### **ORDER LIMITATIONS (OCTOBER 1995)**

a. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

b. Maximum order. The contractor is not obligated to honor:

(1). Any order for a single item in excess of \$5 Million, however, it shall not exceed \$15 Billion during the life of the contract, or

(2). Any order for a combination of items in excess of \$15 Million; or

(3). A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

c. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

d. Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## SECTION J

### LIST OF ATTACHMENTS

#### SECTION J.1 DEFINITIONS

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The following definitions in this section reflect NITAAC's interpretation of terms and concepts used in the *IW2nd* Solicitation/Contract:

**a. Accountable Management Official (AMO)** - The individual within the customer's organization (whether NIH or external), who is authorized to obligate or expend the Government funds. This individual has the authority to bind the Government to the extent of the authority delegated to him/her. The dollar threshold set forth in the individual's delegation may not be exceeded. The AMO is typically a Contracting Officer, if the customer chooses to issue orders locally (i.e., through its own agency channels). Only when a local contracting office is not available, the AMO may be a project official who must be given authorization by his/her agency to direct the transfer of funds to the designated contracting office.

**b. Best Value Analysis** - The analysis of technical and cost proposals to determine which proposal offers the best trade-off between price/cost and performance, where quality is considered an integral performance factor.

**c. *IW2nd* Authorization Number** - This is the number that NITAAC assigns to a Task Order once the Selection Recommendation Document Package (SRDP) has been approved. It is provided to the customer (with a copy to the prime contractor) via the approval letter. It must appear on the customer's funding document/order. In the case of NIH Records of Call, the *IW2nd* Authorization Number must appear in the description block of the Record of Call. The prime contractor shall not accept any orders without this number.

**d. Contracting Officer Technical Representative (COTR)** - The individual appointed by the AMO who serves as the principal point of contact between the customer, the task order contractor and NITAAC. This individual provides technical direction to the task order prime contractor.

**e. Contract Type: Firm Fixed Price (FFP)** - A firm fixed price contract provides for a firm price that is not subject to any adjustment on the basis of the prime contractor's cost experience in performing the contract. This contract type places maximum risk on the contractor. It also provides maximum incentive for the contractor to control costs and perform effectively.

**f. Customer** - This term includes personnel in both NIH ordering activities and in all other Federal Agencies. The term "external customer" means any customer agency that is not a part of the NIH. All prime contractor teams (primes and their designated subcontractors) are considered to possess the basic qualifications for success in all of the information technology task areas of the contract for which they were awarded. Therefore, the statutory and regulatory requirement for "Fair Opportunity to be Considered" will be deemed to have been met by the announcement (through the designated Internet Web site or e-mail) of all task orders that do not fall under one of the exceptions at FAR 16.505(b)(2). See below for exceptions. Each task order will be evaluated,

at a minimum, on selection criteria, which include past performance, technical/management approach, and price/cost. Exceptions to the fair opportunity process (selecting a single *IW2nd* prime contractor for a specific task order) include:

1. The agency need for services is of such urgency that providing such opportunity would result in an unacceptable delay; only one *IW2nd* prime contractor is capable of providing the required services at the level of quality required because the services ordered are unique or highly specialized. Consideration may be given to this exception when the SOW is required to be written in a manner that would reveal proprietary information of a single prime contractor. Proprietary information could include a single prime contractor's technical or intellectual solution or a unique method of solving a problem. The task order is a logical follow-on to a previous task order(s) issued under this contract and "fair opportunity to be considered" rules were adhered to in the award of the original task order. In citing this exception, the customer must make a case that at least a significant subtask has been completed on the previous task order and the follow-on is a logical continuation or next phase of the task(s). The task order is awarded to meet the minimum contract requirements.

2. Awarded/Funded/Obligated:

(a). Awarded Amount: The dollar amount of the task order over the life of the order including funding for phased option dollar amounts which are evaluated as part of the initial competition.

(b). Funded Amount: The total amount of monies to be obligated in a fiscal year. This amount may be spread over several task order modifications, each containing a portion of the funded amount as the obligation of that particular task order modification.

(c). Obligated Amount: The dollar amount of the task order. This may or may not equal the funded amount, depending on how the agency determines to allocate the funded amount over the fiscal year.

**g. Funding Document/Order Number** - This is the unique customer number identifying the Funding Document/Order. The funding document/order also must cite the *IW2nd* Task Order Authorization Number and must include the proper processing fee as a separate FFP line item, where appropriate.

**h. FFP Orders** - The contractor estimates the quantity of hours required for the effort to arrive at the firm fixed price of the labor portion of the order. ODC's are computed separately (using the ODC multiplier) and added to the labor price to arrive at the order's total FFP. No post award accounting of hours expended or personnel qualifications are required.

**i. NIH Processing Fee** - This is the fee that NITAAC receives for processing Delivery/Task Orders or modifications to award and is intended to cover the costs associated with the solicitation, award, and administration of the contracts under *IW2nd*.

**j. NITAAC Approval Letter** - A memorandum signed by the *IW2nd* Contracting Officer authorizing approval of the selected contractor and providing the *IW2nd* Task Order Authorization Number and processing fee information.

**k. NITAAC Tracking Number** - This is the number assigned by NITAAC at the beginning of step one of the task order award process. It is used by both NIH and external customers. It is used for

internal tracking of the task order until SRDP approval is provided and an IW2nd Task Order Authorization Number is assigned.

**I. Prime Contractor** - Contractors holding an IW2nd IDIQ contract awarded by NITAAC. Only prime contractors may receive task order awards from customers. Each prime contractor leads a team of subcontractors that may perform work on a customer's order, but it is the prime contractor with whom the Government maintains a contractual relationship. The prime contractor is also referred to as the "contractor".

**m. Project Officer (PO)** - The individual within the NIH who provides technical management of the IW2nd contracts.

**n. Solution Recommendation Document Package (SRDP)** - The documentation, which includes a discussion of the evaluation process and the rationale for award, copies of all proposals, checklist and signature by the AMO. These orders may be funded fully in the first year, funded by options, or incrementally funded.

**o. Task Order Requirements Package (TORP)** - The complete documentation prepared and submitted by the customer (both NIH and external) to initiate a task order request.

## SECTION J2

### SECTION J.2 Contract Overview Charts

TO Number	TO Type	TO Value	Cost Status	Schedule Status	Quality Status	Reference
0001	FFP	200,000	GREEN	GREEN	GREEN	
0002	FFP	500,000	GREEN	GREEN	GREEN	
0003	FFP	1,000,000	GREEN	YELLOW	GREEN	Para. 3.0
0004	FFP	2,000,000	GREEN	GREEN	GREEN	
0005	FFP	3,000,000	GREEN	GREEN	GREEN	
0006	FFP	1,500,000	RED	GREEN	GREEN	Para. 3.0
TOTAL		8,200,000				
DO Number	DO Type	DO Value	Cost Status	Schedule Status	Quality Status	Reference
0001	FFP	200,000	GREEN	GREEN	GREEN	
0002	FFP	500,000	GREEN	GREEN	GREEN	
0003	FFP	1,000,000	GREEN	YELLOW	GREEN	Para. 3.0
0004	FFP	2,000,000	GREEN	GREEN	GREEN	
0005	FFP	3,000,000	GREEN	GREEN	GREEN	
0006	FFP	1,500,000	RED	GREEN	GREEN	Para. 3.0
TOTAL		8,200,000				

A. The contractor will evaluate each active delivery order and provide a subjective rating of cost, schedule and quality status using the following color-coding:

Green = No problem

Yellow = Minor problem

Red = Major Problem

Red or yellow entries require separate narrative comments as outlined in paragraph 3.0 of this report.

B. Charted information should be sorted in the following three formats, with subtotals by groupings where applicable:

1. By TO/DO number (as shown above)
2. By TO/DO Type (subtotals by grouping)
3. By color-coding in the status columns (group any red occurrences, group any yellow but no red occurrences, group all green, provide subtotals by grouping)

2.0 Major Accomplishments and Milestone Achievements

Where applicable, the contractor will provide narrative summarizing major accomplishments and milestones achieved.

3.0 Problem Identification and Corrective Actions

For each red or yellow area identified in paragraph 1.0 of this report, the contractor will provide a narrative describing the problem, its impact, the corrective actions being taken to remedy the problem, and any other pertinent information.

### SECTION J3

#### SECTION J.3 MONTHLY SALES REPORT

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REPORT FOR MONTH OF: \_\_\_\_\_ YEAR: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
IW2nd Authorization Number <b>(Note 1)</b>	Department <b>(Note 2)</b>	Date of Order <b>(Note 3)</b>	Customer Agency Funding Doc # <b>(Note 4)</b>	Ordering Agency Name	NIH Sales Amt. <b>(Note 5)</b>	Non-NIH Sales Amt.(Excl. Processing Fee)	Processing Fee <b>(Note 6)</b>	Funding Document Total (Col. 7 + Col. 8) or (Col. 6)

Totals: \_\_\_\_\_ Totals: \_\_\_\_\_ Totals: \_\_\_\_\_ Totals: \_\_\_\_\_



Note 1: This number is assigned by the IW2nd Contracting Officer and appears in the funding document/order.

Note 2: Example = DOD/Navy, DHHS/NIH, etc.

Note 3: Date on funding document, e.g., PO, ROC (NIH only) or credit card.

Note 4: This is the order number on the customer agency's funding document.

Note 5: Sales amount will be either NIH or an outside agency, e.g., if amount is entered in Column 6, then Columns 7 and 8 are blank.

Note 6: NIH Processing Fee = % of obligated amount of TO/DO, with a minimum surcharge of \$250 (applies to Non-NIH sales only).

## SECTION J4

### SECTION J.4 MONTHLY CHECK REPORT

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REPORT FOR MONTH OF: \_\_\_\_\_ YEAR: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CHECK NO.: \_\_\_\_\_

Column 1	Column 2	Column 3	Column 4
IW2nd Authorization Number <b>(Note 1)</b>	Customer Agency Funding Doc # <b>(Note 2)</b>	Ordering Agency Name	Processing Fee Collected

Total: \_\_\_\_\_

Note 1: This number should match the corresponding IW2nd Authorization Number used in the Monthly Sales Report.

Note 2: This is the order number on the customer agency's funding document.