

**National Institutes of Health  
Information Technology Acquisition and  
Assessment Center (NITAAC)**



**Electronic Commodities Store III (ECS III)**

**Delivery Order Guidelines**

**July 2003**

## FOREWORD

The Electronic Commodities Store III (ECS III) *Delivery Order (DO) Guidelines* contain the procedures for using the National Institutes of Health (NIH) Information Technology (IT) Acquisition and Assessment Center's (NITAAC) ECS III contracts. These *Guidelines* are presented from the customer's perspective; however, in some cases we have included contractor and/or NITAAC's responsibilities for a more complete description of the process.

The ECS III contracts were awarded under the Federal Acquisition Streamlining Act of 1994 and the Clinger-Cohen Act of 1996, both of which require that the contractors be given a Fair Opportunity to be Considered (FOC) for DO awards. The contracts are structured as Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, using DOs for acquisition of specified Commercial-Off-The-Shelf (COTS) IT supplies and services. These contracts are available to the NIH as well as to any Federal Government Agency. Procedures for contract use are detailed in these *Guidelines*.

Questions about the *Guidelines* and all correspondence and official deliverables related to DO establishment and administration should be directed to the Contract Team listed below; questions relating to financial matters should be directed to the Financial Team at the address below.

<b>Contract Team</b>	<b>Financial Team</b>
<p><b>Millicent Manning - Contracting Officer</b> <b>301.402.3072</b></p> <p><b>Monique Woodard - Contracting Specialist</b> <b>301.435.3885</b></p> <p>National Institutes of Health NITAAC/ECS III 6011 Executive Blvd., Suite 503G Rockville, Maryland 20892 Telephone: 1-888-773-6542 FAX: (301) 402-2431</p>	<p>National Institutes of Health Office of Logistics and Acquisition Operations Division of Information Technology Acquisition NITAAC/Financial Team 6011 Executive Blvd., Room 505A Rockville, Maryland 20892 Telephone: (301) 402-3082 FAX: (301) 435-5563</p>

You may also contact NITAAC via the following:

Telephone: **1-888-773-6542**

[NITAAC Points of Contacts](#)

ECS III E-mail: [ECSIII@OD.NIH.GOV](mailto:ECSIII@OD.NIH.GOV)

Website: <http://nitaac.nih.gov/>

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## CHAPTER 1: GENERAL INFORMATION ON THE DELIVERY ORDER PROCESS

### OVERVIEW

NITAAC's ECS III contracts provide the NIH and other Federal Government Agencies with a full range of commercial-off-the-shelf (COTS) hardware (e.g., laptops, peripherals, telecommunications equipment related to telephony, research workstations), software (including operating systems), and related warranty, maintenance, and support services. Each contractor maintains and manages an Electronic Commodities Store catalog via the Internet that furnishes a list and pricing of its products and provides the customer with the ability to compare prices, delivery terms, warranty provisions, etc. across the entire contractor spectrum, thereby facilitating timely and economical acquisition of these IT supplies and services.

There are 66 prime contractors available on ECS III to meet customer IT needs. The full list of prime contractors and their web sites is provided at the official NIH NITAAC web site at <http://nitaac.nih.gov>. The ECS III contract vehicle is well on its way to becoming a totally Internet-based ordering and tracking system, providing customers with an integrated electronic operation for efficiency and total streamlining of the procurement process. Look to these *Guidelines* for updates and implementation of this system as it evolves.

All ECS III contracts have the same Statement of Work (SOW). See [Appendix A](#) for the complete contract SOW. However, each contractor has utilized price tables for up to six lots in their contract to define the hardware, software, peripherals, warranty, maintenance, and ancillary support services it offers through its electronic catalog. The pricing tables are as follows:

- Lot 1: COTS desktop, laptop and handheld computing devices (including peripherals), workstations, software, and networking equipment
- Lot 2: commercial telecommunications equipment items related to telephony (including, but not limited to network routers, switches, repeaters, and cabling)
- Lot 3: scientific research workstations, and other electronic devices and systems
- Lot 4: software (including operating systems)
- Lot 5: related warranty and maintenance services
- Lot 6: support services ancillary to providing the above items

For ease in comparing/contrasting prices, each ECS III contractor lists the General Services Administration (GSA) Schedule price (if applicable), the catalog list price, and the percentage discount from both the GSA and catalog prices.

The prime contractors awarded ECS III contracts have demonstrated track records for expeditiously delivering up-to-the-minute, state-of-the-art commercial hardware, software, peripherals, warranty, maintenance, and ancillary support services to a large number of geographically dispersed customers. The contractors have also demonstrated the ability to provide a range of quality hardware, software and service products and have proven procedures for rapid replacement of defective products with minimum paperwork from the customer.

### 1.1 CONTRACT STRUCTURE

ECS III contracts are structured as Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts utilizing Firm Fixed Price (FFP) DO's. The contract period is ten years, from **November 27, 2002, through November 26, 2012**.

For the purposes of the ECS III contracts and these *Guidelines*, DO's include Records of Call (NIH only), purchase card orders, and DO's on agency-specific forms.

## 1.2 NIH PROCESSING FEE

All external customers are assessed a minimal processing fee of 1% of the obligated DO amount. The fee is paid through the contractor via a separate FFP line item appearing on the first page of the DO. If there is a modification to the DO that adds additional funds, the NIH 1% processing fee (of the obligated amount of the modification) must be added as a separate line item in the modification. See [Section 2.2.2](#) for further details.

NIH internal customers are charged a fee in accordance with the payment mechanism used. This fee is already calculated in the Service & Supply Fund charges.

For further information, see [Chapter 4](#). Customers can also contact the Financial Team at the address in the [Foreword](#) for particular questions on the fee.

## 1.3 MINIMUM AND MAXIMUM DELIVERY ORDER AMOUNT

NITAAC has established minimum and maximum dollar amounts for new DO's.

Minimum Orders: DO's for less than \$100.00 are not, at the discretion of the contractor, required to be filled.

Maximum Orders - Consistent with the terms of the Federal Acquisition Regulations (FAR) at 52.216-19, Order Limitation, the contractor is not obligated to honor:

- a. Any order for a single item in excess of \$20 million
- b. Any order for a combination of items in excess of \$30 million
- c. A series of orders from the same customer within two business days that together call for quantities exceeding (a) or (b) above

## 1.4 MINIMUM AND MAXIMUM CONTRACT (PROGRAM) VALUES

The maximum program amount established by NITAAC for ECS III is \$600 million a year for ten years for a total of \$6 billion during the ten-year contract period of performance. This represents an aggregate amount to be expended under all 66 contracts.

## 1.5 FAIR OPPORTUNITY TO BE CONSIDERED

In accordance with the FAR, NITAAC provides each ECS III contractor with a "Fair Opportunity to be Considered" (FOC) for each DO, unless one of the exceptions cited in FAR 16.505(b)(2) applies, and the appropriate Agency Contracting Officer (CO) or other designated agency official appointed in accordance with agency regulations fully documents and signs the justification citing the rationale for using one of these exceptions. **This documentation is to remain in the customer's official DO file** and must be provided upon request to the ECS III CO.

The requirements of the FOC process shall be deemed to have been met if the customer compares the various products and services offered on the contractors' electronic catalogs and so documents in its official DO file. At least three contractors' catalogs shall be compared, taking into account contractors' past performance history, delivery schedules, prices, and other factors pertinent to the particular DO. The customer's DO file shall document the process and provide the rationale for selection of the contractor for each DO it awards.

## **1.6 CLASSIFIED MATERIAL**

All DO packages must be unclassified, regardless of the classification of the work to be performed within the DO.

## **1.7 FISCAL YEAR CUTOFF DATES**

DO's that must be awarded by the end of the current fiscal year (i.e., packages that are supported by funds that expire at the end of the current fiscal year) may be placed through September 30th of the current fiscal year, **unless the customer's agency rules dictate a different cut-off date.**

## **1.8 SUPPORTING DOCUMENTATION SUBMISSION**

The preferred channel for delivery of all correspondence is e-mail: [ECSIII@OD.NIH.GOV](mailto:ECSIII@OD.NIH.GOV). A copy of the DO, signed by the Accountable Management Official (AMO) may be faxed or mailed to the Financial Team. For NIH customers, the approved Record of Call in the Administrative Database serves as the official record.

Microsoft Word is the preferred format for all text documents; however, Word Perfect and ASCII text documents are also accepted. Spreadsheets shall be submitted in MS-Excel or Lotus 123 formats.

## **1.9 SAMPLE DOCUMENTS AND FORMS**

[Appendix B](#) of this document provides the Past Performance Evaluation Report (Word 2000), Recommended Format for Orders/Modifications. In the near future, the Performance Evaluation form will be provided on the NITAAC web site (<http://nitaac.nih.gov>) for on-line entry of the appropriate data, thereby minimizing e-mail and fax requirements.

## 1.10 CHARTING THE DELIVERY ORDER PROCESS

Figure 1

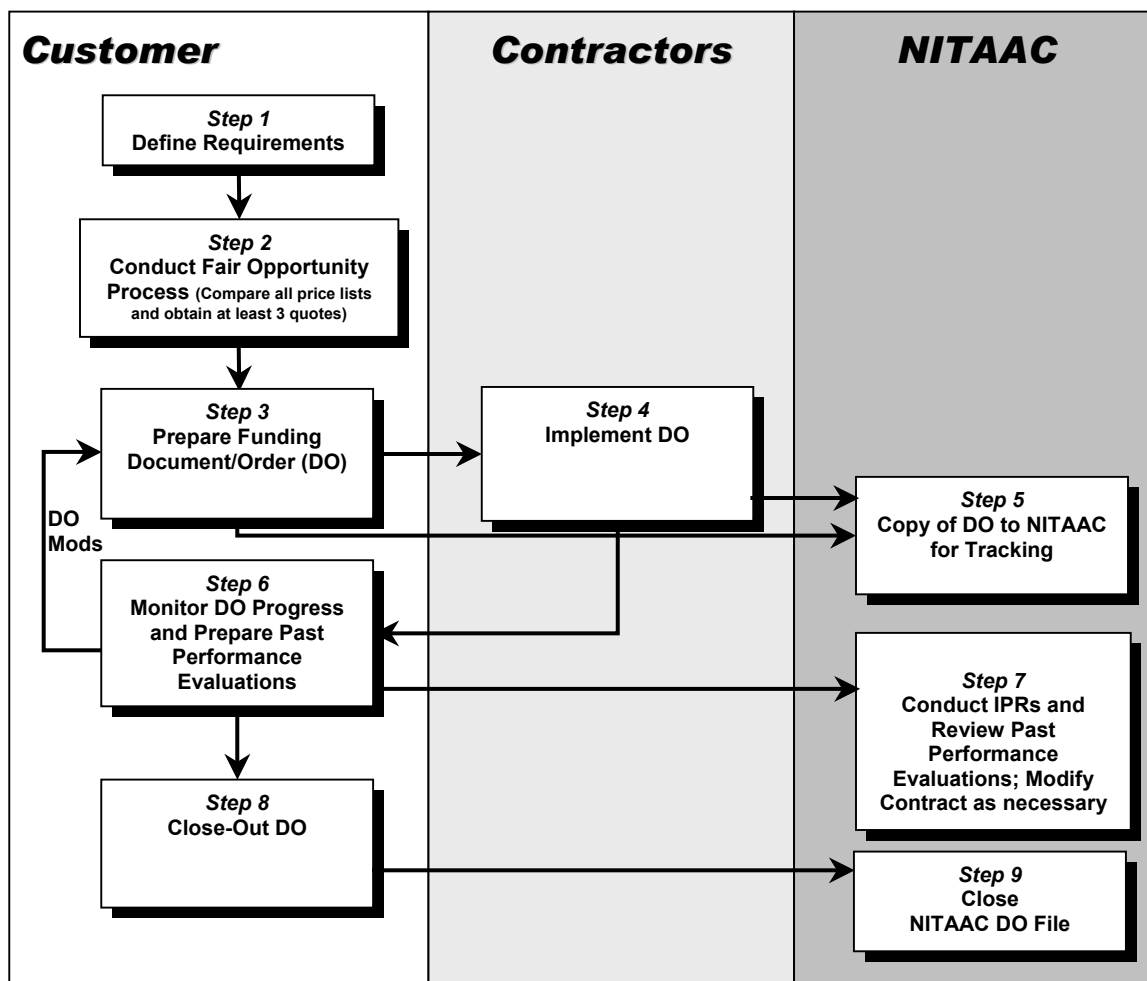


Figure 1 above, charts the process flow for DO issuance from initiation of the requirement through DO performance and closeout, mapping each step to the party primarily responsible for completing the required activities, (i.e., customer, prime contractor, or NITAAC). For a more detailed description of the activities occurring at each step of the process, the reader should refer to the following chapters of these *Guidelines*.

## 1.11 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS (36 CFR PART 1194)

When Federal departments or agencies develop, procure, maintain, or use electronic and information technology (EIT), Section 508 of the Rehabilitation Act of 1973 is applicable. It requires that Federal agencies must ensure that their EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access and use by Federal employees without disabilities. Section 508 similarly requires that members of the public with disabilities, who are seeking

information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to members of the public without disabilities.

*Comparable access* is not required if it would impose an undue burden on the agency. An *undue burden* here means a significant difficulty or expense. Agencies are required by statute to document the basis for an undue burden. Requiring officials should be aware that when there is an undue burden, the statute requires an alternative means of access to be provided to individuals with disabilities.

On April 25, 2001, the final rule for implementing Section 508 in the FAR was published. This regulation took effect on June 25, 2001, and for indefinite quantity contracts, it is applicable to delivery orders or TOs issued on or after this date. (See <http://www.arnet.gov/far/FAC/fac97-27.pdf>).

Section 508 requires the FAR to incorporate accessibility standards developed by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board"). These regulations, known as the Electronic and Information Technology Accessibility Standards (36 CFR part 1194) are available at [The Section 508 Standards Page](#) or with comments and responses at <http://www.access-board.gov/sec508/508standards.htm>.

Besides incorporating the Access Board's EIT Accessibility Standards, the revisions to Part 39 of the FAR, in compliance with Section 508, include the following:

- The discussion of the term: "electronic and information technology" created by the statute
- A new Subpart 39.2 on Electronic and Information Technology

Acquisitions of EIT supplies and services must comply with the applicable EIT Accessibility Standards unless an exception in FAR 39.204 applies. (See <http://www.arnet.gov/far/FAC/fac97-27.pdf>). COs that award indefinite-quantity contracts must indicate to requiring and ordering activities which supplies and services their contractors indicate as compliant, and show where full details of compliance can be found.

Indefinite-quantity contracts may include noncompliant items, provided that any task or delivery order issued for noncompliant EIT meets an applicable exception or commercial non-availability consideration. Accordingly, requiring activities must ensure compliance with the EIT Accessibility Standards (at 36 CFR part 1194) or that an exception applies at time of issuance of task or delivery orders.

The rule recognizes that initially many products will not meet all the technical standards in 36 CRF part 1194. Nevertheless, agencies may need to acquire these products. Therefore:

1. When acquiring commercial items, an agency must comply with those accessibility standards that can be met with supplies and services that are available in the commercial marketplace in time to meet the agency's delivery requirements.
2. The requiring official must document in writing the non-availability, including a description of market research performed and the individual standards that cannot be met. The official must provide this documentation to the CO for inclusion in the contract file.
3. Partially conforming products must be considered. The most conforming one among them that satisfies the minimal government non-Sec. 508 specifications must be selected.

Small businesses will have to analyze whether the EIT they plan to sell to the Federal Government complies with the standards. Since the statute imposes private enforcement, whereby individuals with disabilities can file civil rights lawsuits, the Government has little flexibility for providing alternatives to this regulation. To meet the requirements of the law, small businesses are *not* exempt from any part of the rule. However, subcontractors are NOT subject to Sec. 508 except where they provide a product that will reach the Government or public for use.

A sample text to include, if applicable, in a statement of work that addresses Section 508 of the Rehabilitation Act is in [Appendix C](#).

## **CHAPTER 2: DELIVERY ORDER PROCESS THROUGH AWARD**

While some ECS III contractors may be familiar to the NITAAC community, as well as to external customers, others are new to this contract vehicle. Customers are encouraged to do business with as many contractors as possible, speak to contractor representatives, and test contractor equipment. The small businesses and small disadvantaged businesses, collectively, have distinguished reputations for



service and responsiveness which may well offset the advantages that large businesses may offer in terms of broad inventories and economy of scale. Only by customer support of all contractors can the ECS III contract continue to have the advantage of such a broad-based capability for IT purchases.

## 2.1 CUSTOMER DEFINES REQUIREMENT AND RESEARCHES ELECTRONIC CATALOGS

2.1.1 The customer, in accordance with FAR and agency procedures, defines its requirements. The customer then contacts ECS III Contractors via the following methods to obtain IT pricing information:

**Request for Quote (RFQ) Process:** Obtain at least three quotes through NITAAC's online RFQ System (G-Commerce) - <http://nitaac.nih.gov>.

Use the following easy steps to obtaining quotes through the **electronic RFQ process**:

- 1) Click on the ECS III Logo and then click on "ECS III Quoting System"
- 2) Customer obtains account through Instant Customer Registration
- 3) Customer sends a detailed RFQ (Request for Quote) to the ECS III Contractors via email
- 4) Contractors respond to Customer through RFQ online quote system
- 5) Customer is notified via email of waiting responses, logs on to web site, reviews online quotes, makes a selection, and prints quotes for documentation
- 6) Customer provides requisition with RFQ number (NIH Authorization Number) and printed quotes to own Contract Shop to place order
- 7) Contract Shop faxes a copy of the Order to the Winning Contractor

**Direct Order Authorization (DOA) Process:**

- 1) Customer reviews at least three Contractors' Electronic Catalogs from the [ECS III Contractors List](#) or calls at least three ECS III Contractors from the [ECS III Contractors List](#) to obtain quotes.
- 2) The Customer's Contracting Office then sends the order to the DO awardee with the following information on the order:
  - Contractor Name
  - NITAAC Contract Number
  - NIH Authorization Number
- 3) If the NIH Authorization Number is missing, the DO awardee can obtain an NIH Authorization Number through the NITAAC Web Site using the DOA Process for obtaining an NIH Authorization Number.

If necessary, more than three sources should be accessed to determine the best value to the Government for the requirement.

2.1.2 DO's placed against this contract utilize the "**best value**" approach to determine the DO awardee. This means that low price is not the only criteria to be considered in source selection. As a part of its determination of best value, the customer must also review the delivery terms that each ECS-III contractor offers on the required IT product/service. The customer may attempt to negotiate delivery schedules among the three (or more) contractors it reviews. In addition, criteria such as past performance, quality of products or services, etc. may be used to determine the contractor that offers the best value to the Government. Based on the customer's written best value analysis and documentation in the official delivery order file, the customer may place the DO. If this is an NIH order, the best value analysis and written documentation is forwarded through NIH approval channels for placement of the DO using the Record of Call mechanism. External customers must follow their agency's procedures for placement of the DO. The AMO must sign/approve each DO.

2.1.3 If the customer determines that one of the exceptions at FAR 16.505(b)(2) applies, **before placing the order**, the customer must document the rationale for use of the exception to the FOC rule. **The rationale for the exception must be fully documented and signed by the Agency CO or other designated agency official** appointed in accordance with agency regulations. **(For NIH customers, the**

**Approving Official is the AMO).** This documentation is to remain in the customer's official DO file and **must be provided upon request to the ECS III CO.**

## **2.2 PLACING THE ORDER WITH THE PRIME CONTRACTOR**

**2.2.1** Once the official agency DO file has been documented with the best value determination and selection of the prime contractor, and the AMO has signed/approved the order, it may be placed. The agency determines the proper form on which to place the order; however, for NIH customers, a Record of Call must be placed and entered into the Administrative Database, if the purchase card method is not being used.

**2.2.2** If this is an external (i.e., non-NIH) customer, the first page of the DO must include a subtotal of the Contract Items being purchased, cite the NIH 1% processing fee as a separate firm-fixed-price line item, and provide a grand total (including the fee).

**2.2.3** All orders must include the following information:

NITAAC Authorization Number

The customer's order number

If the customer is an external customer, a subtotal of the order, a separate line item for the NIH 1% processing fee, properly calculated, and a grand total

Order date

Points of contact for DO issues and billing

Applicable CLIN number(s) with description(s)

Amount of funds obligated for each CLIN and for total obligation

Appropriation/funding Citation

Billing address and delivery address

Signature of the AMO (external customers only). The NIH AMO must print-review the Record of Call.

**2.2.4** The customer must fax or mail a copy of the DO to the ECS III Financial Team at the mail/fax address provided in the [Foreword](#) upon notification from the RFQ System of the **ECS III DO Authorization Number** (see [Chapter 3](#), Paragraph 3.1.4).

**2.2.5** The customer must receive an **ECS III DO Authorization Number** from the RFQ System for each DO placed. If a modification to the DO is necessary, the customer must receive the **ECS III DO Authorization Number suffix** from the RFQ System for that particular modification (see [Chapter 3](#)).

## **CHAPTER 3: CONTRACTOR RESPONSIBILITIES**

### **3.1 RECEIPT OF AN ORDER - CONTRACTOR RESPONSIBILITIES**

**3.1.1** Upon receipt of a DO, the contractor shall review the order to determine if it is proper. A proper order must include all of the elements in [Chapter 2](#), Paragraph 2.2.3.

**3.1.2** If any item in [Chapter 2](#), Paragraph 2.2.3, does not appear or is incorrect on the DO, or if the NIH 1% processing fee or order amount is incorrectly calculated, the contractor must notify the customer that the DO must be modified to include the incorrect or missing information and resubmitted. **The contractor may not accept an incomplete or incorrect DO.**

**3.1.3** Once the contractor has validated the accuracy of the DO and if the customer has not obtained an **ECS III DO Authorization Number**, the contractor shall obtain an **ECS III DO Authorization Number** from the RFQ System (G-Commerce). The contractor shall insert the number in the upper right hand corner of the DO. The contractor shall notify the customer by telephone, fax, or e-mail of the **ECS III DO Authorization Number** assigned to the DO.

**3.1.4** The contractor must provide the ECS III Financial Team a copy of each order along with its bi-weekly sales report submitted in accordance with Section II, Article G.5 of its contract.

**3.1.5** The contractor shall clearly identify all DO modifications with the original **ECS III DO Authorization Number and the suffix (e.g., .01, .02, .03, etc.)** that corresponds to the next sequential modification. Again, the contractor is responsible to inform the customer of the Authorization Number and its suffix corresponding to the modification.

**3.1.6** **If the contractor does not comply with these requirements, it may be subject to a moratorium of its contract during which time it may not accept or fill any DOs.**

## **3.2 PROTESTS**

No protests are authorized in connection with the issuance or proposed issuance of a DO, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. However, under FAR 16.505(b)(4), prime contractors may contact the customer-designated contract ombudsman with complaints on specific DO's on this contract. The ombudsman will review all complaints and ensure that all vendors are offered a fair opportunity to be considered, consistent with regulation, this contract, and these *Guidelines*. The designated NIH ombudsman for this contract is:

*Associate Director, Office of Intramural Affairs and  
NIH Competition Advocate for Station Support  
Building 1, Room 140  
9000 Rockville Pike, Bethesda, MD 20892*

## CHAPTER 4: NIH PROCESSING FEE

### 4.1 NIH PROCESSING FEE PAYMENT METHOD (External Customers)

**4.1.1** The NIH 1% processing fee charged to its external customers is to be paid as a separate FFP line item on each DO. The fee covers the cost to NITAAC to plan, solicit, evaluate, award and administer the contracts. NITAAC has determined that the fee may only be paid via "**Contractor Collection**" as described below:

**4.1.2 Contractor Collection.** The customer agency must perform the following tasks when placing an order:

Send the funding document/order, with the information provided in [Chapter 2](#), Paragraphs 2.2.2 and 2.3.3 to the contractor selected for award of the DO.

Send a copy of the funding document/order to the Financial Team at the address provided in the [Foreword](#).

The contractor will bill for the NIH 1% processing fee for the entire order on the first invoice even if partial shipments are made. Partial payments of the NIH 1% processing fee are not permitted. However, if a modification is processed that **increases** the order, the NIH 1% processing fee for the modified order can be billed separately from the original order. The customer must pay the fee at the time it pays the first invoice. The contractor must remit all fee payments to the NIH within the same month payment was received from the customer.

### 4.2 PROCEDURES UNIQUE TO NIH (Internal Customers)

**4.2.1 Records of Call.** Since the NIH processing fee is associated with a Service and Supply Fund automatic charge, **NIH customers need only to ensure that the contractor provides them with the ECS DO Authorization Number** for their official files.

## CHAPTER 5: CONTRACT AND DELIVERY ORDER OVERSIGHT AND MANAGEMENT

NITAAC provides contract-level management and oversight of the program, while the customer performs the day-to-day management and oversight of the DO.

### 5.1 CONTRACT LEVEL MANAGEMENT

NITAAC tracks and guides contract performance over the life of the ECS III contracts, and uses several methods and tools to assist this effort in close concert with customer monitoring and evaluation efforts. These tools include the following:

**5.1.1 In-Process Reviews (IPR's).** To show the work accomplished and underway, NITAAC conducts an IPR for each contract annually. Issues encountered during DO execution (e.g., discrepancies between customer requirements and contractor performance, lack of information or guidance needed, discrepancies between contractor sales, check reports, and fees collected, etc.), past performance evaluations, and the prime contractor's weekly and monthly progress/check reports will also be reviewed.

**5.1.2 Bi-Weekly Sales Reports.** Each ECS III contractor is required to use the RFQ System (G-Commerce) for Bi-Weekly Sales Reporting. Each contractor must submit a hard copy of the bi-weekly sales report with complete copies of each DO and DO Modification received. The bi-weekly sales report with copies of DOs and modifications is sent to the **ECS III Financial Team** at the address provided in the

[Foreword](#), while the report without copies of the DO's and/or modifications is sent to the ECS III CO at the address provided in the [Foreword](#). For weeks with no sales activity, a report stating "**No Sales**" is required. A sample report format is included in the contract. The report includes all sales activities for the previous week. The report must be received each Friday by the **ECS III Financial Team** and the **ECS III CO**.

**5.1.3 Monthly Check Report.** The prime contractor shall provide the Monthly Check Report to the **ECS III Financial Team by the 10th of each month**. A sample report format is included in the contract. The check report provides detailed information on which DO's are being paid by each check. As an attachment to the monthly check report, the prime contractor will send a copy of the check that was sent to the **NIH Office of Financial Management (OFM)** listed below in accordance with Article G.5 of its contract. This check represents the sum of all fees received that month. The monthly check report and the copy of the check may be mailed, faxed, or otherwise delivered to the [ECS III Financial Team](#).

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

**5.1.4 ID/IQ Contract Files.** The NITAAC maintains the central file for each **ECS III contract**. The file contains the contract and all documentation, all contract modifications, correspondence, and past performance evaluation reports, as well as copies of DO's, DO documentation, and DO modifications. The customer maintains the official DO file and associated documentation.

## **5.2 DELIVERY ORDER MANAGEMENT**

**5.2.1 Day-to-Day Monitoring.** The customer provides "front-line" day-to-day monitoring of the DO during execution. The customer Contracting Officer Technical Representative (COTR) and AMO are responsible for monitoring and assessing the contractor's DO performance using any subjective or objective measures available to assure timeliness and quality of deliverables. Subjective measures, which affect performance and can be measured include cooperation, problem solving, problem avoidance, correct staffing levels, adopted efficiencies, effective use of office and communication tools, reporting, etc. The customer may use these measures to complete the past performance interim and final evaluation of the contractor's performance for each DO. These measures should not be confused with the requirements for performance metrics that define desired overall program performance.

Contract-level issues that arise during DO performance will be referred to NITAAC for resolution (e.g., need for contract modifications, contract disputes, contract terminations, etc.).

**5.2.2 Acceptance Of Deliverables.** The COTR is responsible for inspection and acceptance of DO deliverables. Rejected deliverables must be documented in writing to the contractor, with recitation of the requirement and factual statements of how the vendor failed to meet these requirements. The COTR and AMO should take rejection of deliverables into account when preparing past performance evaluations.

**5.2.3 Acceptance of Invoices.** The customer is responsible for reviewing and accepting invoices submitted by the contractor for each DO. The customer must verify that services and all other costs invoiced were received. The customer should also ensure that this review and acceptance is documented in the DO file. Payment and disbursement are processed by the customer. This includes the NIH 1% processing fee.

**5.2.4 Past Performance Evaluations.** Standard past performance evaluations are used for all ECS III DO's over \$100,000 to monitor and record overall performance of each contractor (See [Appendix B](#) for the sample Past Performance Evaluation form). This form must be used to evaluate overall contractor performance upon DO completion. If the DO extends beyond one year, an interim report is due annually

until DO completion, at which time the final DO Past Performance Evaluation is due. The COTR completes the form, obtains concurrence from the AMO in writing and forwards it to the contractor for comment. Contractor comments received by the customer within 30 calendar 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 ECS III CO, for entry into the NIH Past Performance Database. **In order for the evaluation to be received on a timely basis**, the form must be forwarded to the ECS III CO no later than **60 days after the annual anniversary of the DO award** (if performance extends beyond one year), and no later than 60 days after DO completion. The information collected in 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 DO opportunities.

### **5.3 DELIVERY ORDER MODIFICATIONS**

DO modifications are generally made to correct oversights or changes in conditions from the original DO. **DO modifications must cite the original DO Number assigned by the contractor.** The following procedure will apply to DO Modifications:

**5.3.1 No Cost Modifications.** No cost modifications will be processed directly by the customer without participation by NITAAC. However, a copy of the modification must be sent by the AMO to the ECS III Financial Team at the address provided in the [Foreword](#).

**5.3.2 Addition of Funds.** Two copies of DO modifications that involve an addition of funds that were contemplated and described in the original DO (e.g., exercise of options) must be sent by the AMO to the ECS III Financial Team at the address provided in the [Foreword](#). No further documentation is required; however, for external customers, the NIH 1% processing fee (of the amount obligated on the DO modification) must be added as a FFP separate line item on the modification (i.e., the funding document/order) per the instructions contained in [Chapter 2](#), Section 2.2.5.

**5.3.3 Decrease of Funds.** If there is a modification to the DO that decreases and/or offsets previous items, the NIH Processing Fee is not refunded or reduced.

**5.3.4 Additional Work/Additional Time.** Addition of work/items to a DO is prohibited. If more items must be ordered, a new DO must be generated using the ordering process cited in these *Guidelines*. If additional time is necessary for the contractor to deliver the items/services required by the DO, a DO Modification must be negotiated, with consideration provided to the Government, if the AMO so determines, and two copies of the DO modification must be submitted to the ECS III Financial Team.

### **5.4 DELIVERY ORDER MODIFICATIONS-CONTRACTOR RESPONSIBILITIES**

**5.4.1** Upon receipt of a DO Modification, the contractor must assign a DO Modification Number to it, first citing the original ECS III DO Authorization Number given to that order and then adding the proper suffix (e.g., **.01**, **.02**, **.03**, etc.).

**5.4.2** After validation of the accuracy of the modification, including the proper NIH 1% processing fee, if applicable, (see **Chapter 3**), the contractor must send a copy of the DO Modification to the ECS III Financial Team at the address provided in the [Foreword](#), with the bi-weekly sales report.

### **5.5 DELIVERY ORDER CLOSE OUT**

When DO performance is complete, the COTR and the AMO sign the acceptance of the final product or completion statement, ensuring that all DO requirements were met; e.g., all deliverables were received on time and were tested/accepted, Government Furnished Equipment/Government Furnished Information (GFE/GFI) have been appropriately distributed, etc. The contractor submits the final invoice to the COTR

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 contractor must forward a copy of the final invoice to the ECS III CO when the DO has been completed.

## GLOSSARY

The definitions in this section reflect NITAAC's interpretation of terms and concepts used in the ECS III *Guidelines*.

**Accountable Management Official (AMO)** - The individual within the customer's organization (whether NIH or other Federal agency), who is authorized to obligate or expend 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 CO, if the customer chooses to issue orders locally (i.e., through its own agency channels). **Only when a local CO is not available**, the AMO may be a project official who has been authorized by his/her agency to direct the transfer of funds to the designated contracting office.

**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.

**ECS III Delivery Order (DO) Authorization Number** - The **ECS III** CO has assigned a block of numbers to be used for each DO received. The contractor assigns the numbers sequentially for each DO and inserts the number on the DO. A copy of each DO with the **ECS III** DO Authorization Number is then forwarded to the **ECS III** Financial Team with the bi-weekly sales report. If a DO modification is received, a suffix (e.g., **.01**, **.02**, **.03**, etc.) is assigned to the original **ECS III** DO Authorization Number and is placed on the DO Modification furnished to the **ECS III** Financial Team. The contractor shall not accept any incorrect orders or orders from external customers that do not have the NIH 1% processing fee cited on the order.

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

**Contract Type: Firm Fixed Price (FFP)** - An FFP 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 vendor. It also provides maximum incentive for the vendor to control costs and perform effectively.

**Customer** - This term includes personnel from NIH ordering activities and all other Federal agencies. The term "external customer" means any Federal Customer that is not a part of the NIH.

**Fair Opportunity to be Considered (FOC)** - All prime contractor teams (primes and their designated subcontractors) are considered to possess the basic qualifications for success in all of the IT areas of the contract. Therefore the statutory and regulatory requirement for FOC will be deemed to have been met when the customer reviews at least three contractor catalogs per instructions in [Chapter 2](#) and properly documents its file as to the rationale for selection of the DO contractor. This procedure does not apply if one of the exceptions at FAR 16.505(b)(2) is applicable. See below for exceptions.

**Exceptions to the fair opportunity process (selecting a single ECS III prime contractor for a specific DO) include:**

- The agency need for services is of such urgency that providing such opportunity would result in an unacceptable delay.
- Only one ECS III contractor is capable of providing the required products/services at the level of quality required because the products/services ordered are unique or highly specialized. Consideration may be given to this exception when the contractor's products/services are proprietary.
- The DO is a logical follow-on to a previous DO(s) issued under this contract and "fair opportunity to be considered" rules were adhered to in the award of the original DO.
- The DO is awarded to meet the minimum contract requirements.

**Funding Document/Order Number** - This is the unique customer number identifying the Funding Document/Order. The contractor must place the next sequential ECS III DO Authorization Number on the Funding Document/Order when it is received and is validated as a proper order.

**NIH Processing Fee** - This is the fee that NITAAC receives for processing a DO or DO modification to award and is intended to cover the costs associated with the solicitation, award, and administration of the ECS-III contracts.

**Contractor** - One of 66 contractors holding an ECS III ID/IQ contract awarded by NITAAC. Only these contractors may receive DO awards from customers. While a contractor may have a subcontractor associated with this contract, the Government maintains a contractual relationship only with the contractor. The contractor is also referred to as the "vendor".

**Program Manager (PM)** - The individual within the NIH who provides the technical management of the ECS III contracts.

## **APPENDIX A: ECS III STATEMENT OF WORK**

### **C.1. OBJECTIVE.**

C.1.1 This statement of work defines the National Institutes of Health (NIH) Electronic Commodities Store requirements for:

- Lot 1: commercial-off-the-shelf (COTS) desktop, laptop and handheld computing devices (including peripherals), workstations, software, and networking equipment,
- Lot 2: commercial telecommunications equipment items related to telephony (including, but not limited to network routers, switches, repeaters, and cabling),
- Lot 3: scientific research workstations, and other electronic devices and systems,
- Lot 4: software (including operating systems),
- Lot 5: related warranty and maintenance services, and
- Lot 6: support services ancillary to providing those items above

C.1.2 The Electronic Commodities Store contract provides a mechanism to acquire Information



Technology (IT) resources in production at the time of acquisition, for the Institutes and Centers of the National Institutes of Health, and for other Federal agencies. It is anticipated that the National Institutes of Health will make multiple awards of Indefinite Delivery, Indefinite Quantity type contracts as a result of this solicitation.

The NIH envisions a performance based acquisition vehicle that will provide the best execution of delivery orders for IT Commodity goods listed above (Lots 1-6). The NIH seeks to acquire state-of-the-art commodities including electronics and computing devices capable of executing the latest generation of software under Microsoft Windows XP/.NET, Mac and UNIX (primarily SUN, SGI, and Linux) operating systems. The NIH requires innovative acquisitions (e.g. broker), acquisitions through flexible financing (e.g. leaser/lessee, lease to own), and traditional acquisition channels (e.g. distributor, independent contractor).

The NIH seeks to acquire these commodities and services within the concept of "best execution", which is regarded as the best net price achievable under the current circumstances. Performance based Incentive Awards will be made available to those awardees that are successful in meeting the objectives of this solicitation. In addition to providing the best execution of a delivery order, the successful Contractor(s) will provide efficiencies of operations (e.g. order aggregation) that will recognize the market value of several delivery orders for any particular agency. Incentive Awards will be determined in part by how well the best execution is met, especially in comparison to other Government-Wide Acquisition Vehicles.

## **C.2. OPERATIONAL ENVIRONMENT.**

C.2.1. Although the NIH's current networking environment is based on the IEEE 802.3 and IEEE802.11x standards, with Transmission Control Protocol/Internet Protocol (TCP/IP) and vendor proprietary protocols such as IPX, and Appletalk, it is not known what the environment will be at the time that this contract expires. Therefore, the purpose of this solicitation is to provide equipment to maintain currency of the installed base of desktop, fileserver, and workstation computers as well as provide a source for first time procurement of IT commodities and services.

### **C.2.2. Desktop, Workstation and Fileserver Computing Environment**

The equipment shall be used in various environments at the NIH. The three primary user communities are: Intramural Research Programs, which consist of biomedical researchers and staff, and of hospital personnel and staff; Extramural Programs, which consist of health science administrators and staff; and NIH administrators (budget, personnel, procurement, clerical, service support staff, and action officers, etc.) and staff. There is a range of users in each of the previous categories, from novice to power users. There is a range of requirements for each of the user communities. For example, the Intramural Research Programs use desktop machines to perform tasks such as creating scientific manuscripts, and the same machine may be used to operate a piece of scientific research equipment.

### **C.2.3. Business Procedure Environment**

The NIH Information Technology Acquisition and Assessment Center (NITAAC), with the assistance of NIH Institutes and Centers, will maintain a record of all information relevant to order processing and contract administration. Product information such as descriptions, prices and specifications shall be electronically and remotely accessible by 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 comply with the NITAAC designated Internet implementing convention that will allow catalogue product search capability and on-line ordering. The minimum required elements of the on-line catalogue are CLIN, product description (including salient characteristics), OEM part name and part number, and ECS III price.

#### **C.2.3.1. Processing Fee**

Awardees shall collect for NITAAC a 1% processing fee on all delivery orders placed through the ECS III. Orders originating from the NIH shall be exempt from the 1% processing fee. The collected fees shall be remitted to NITACC monthly.

### **C.2.3.2. Incentive Award Administration**

The 1% processing fee includes the base for the Incentive Awards. The Incentive Award base shall be equal to 25% of the total amount of processing fees collected and remitted to NITAAC. NITAAC will evaluate awardees on their ability to provide best execution, and shall rank-order all awardees. Each awardee shall then be assigned a score from 0 to 100. The awardee's Incentive Award will be equal to the percent of the total award fee base that is represented by their score (e.g. a score of 10 will earn 10% of the remitted performance base). Awardees that do not remit the collected 1% fees will automatically be assigned a score of 0. This process shall occur quarterly, within 20 business days after the start of the quarter. Contractors explicitly agree that the assignment of rank order and of score is final, and may not be protested or otherwise contested.

### **C.2.3.3. Electronic Commerce**

In accordance with the Government Paperwork Elimination Act (GPEA, see OMB Memorandum M-00-10), NITAAC is implementing to the greatest degree possible the paperless processing of all NIH Electronic Commodities Store orders, reports, pricing information, and other relevant business documents.

### **C.2.3.4. Electronic Data**

The Contractor(s) must be able to transmit, receive, and process electronic documents. They must comply with published government data conventions and implementation guidelines including NIH's IT architecture. All transactions will be conducted in a secure manner (public/private key encryption, authentication, non-repudiation) whether the transport mechanism is the Internet or a Virtual Private Network (VPN).

### **C.2.3.5. Electronic Commerce and www Electronic Catalogue Implementation**

The Electronic Commodities Store Contractor(s) shall make available to NITAAC, NIH Institutes and Centers (ICs), and authorized users of this contract, within 15 business days of contract award, a full complement of contract related resources, documents, and information like those described in C.2.3 above, on the World Wide Web. In addition, the Contractor(s) agrees to accept orders placed against the NIH Electronic Commodities Store Contract, issue invoices and receive payment through electronic commerce implemented by NIH and approved by the NITAAC. Vendors should be prepared to comply with the NITAAC designated Internet implementing convention that will allow catalogue product search capability and on-line ordering. The minimum required elements of the on-line catalogue are CLIN, product description (including salient characteristics), OEM part name and part number, and NIH ECS III price. For the purpose of evaluation, the Contractor shall provide a URL address to view its proposed electronic catalogue.

## **C.3. APPLICABLE DOCUMENTS**

The standards referenced in this Statement of Work may be obtained from the applicable documents listed below. In the event of conflict between these documents and the contents of the rest of this technical specification, these documents shall govern. The below listed documents are for prospective Contractors to ensure compliance with applicable standards.

**C.3.1.** Office of Management and Budget (OMB) Circular A-130 may be found at:

<http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html>

OMB Memorandum M-00-10 may be found at:

<http://www.whitehouse.gov/omb/memoranda/m00-10.html>

**C.3.2.** DHHS Automated Information Systems Security Program Handbook. The DHHS AISSP Handbook may be found at:

<http://www.oirm.nih.gov/policy/aissp.html>

**C.3.3.** National Computer Security Center Documents. Copies of security requirements may be obtained from:

National Infosec Service Center  
<http://www.nsa.gov/isso/index.html>

**C.3.4.** Defense Security Service Documents. Copies of security requirements may be obtained from:

Defense Security Service Security Library  
<http://www.dss.mil/seclib/index.htm>

#### **C.4. COMMERCIALY AVAILABLE PRODUCTS**

**C.4.1.** Equipment and software proposed in response to this solicitation shall by the closing date for the submission of initial proposals be commercially available, off-the-shelf, state-of-the-art, in current production and have previously been the subject of one or more sales. The proposal of prototype, developmental, limited production, or beta test products is not acceptable. A proposal with discontinued, announced discontinued or used/refurbished, remanufactured, or reconditioned products is also not acceptable.

a) An item is "commercial" if it is customarily used for other than Government purposes, and it has been sold, leased, or licensed to the general public or the Government, or has been offered for sale, lease or license to the general public.

b) An item is "available" if it has evolved from an item described as a commercial item in C.4.1.a., above, through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation.

c) "State-of-the-art" is defined as recently designed components that are in current production, marketed, available, and maintained.

d) To be in "current production", an item must be completely constructed with components specified by the manufacturer for that equipment, and those component types (not necessarily the specific components) must have been manufactured within the last 180 calendar days.

#### **C.5. CONTRACT TERMINOLOGY AND GENERAL REQUIREMENTS**

##### **C.5.1. Definitions.**

**Broker.** For the purposes of this acquisition a broker is regarded as the agent of both parties to a purchase/lease agreement. However, the broker is deemed the agent only of the party from whom the broker receives the original request for purchase/lease; and is not regarded as the agent of the other until the terms of the purchase/lease have been ratified between the principals.

**Equipment.** The term equipment is used throughout the solicitation to refer to a combination of items such as hardware, software, and firmware.

##### **C.5.2. Certifications.**

The requirement for compliance with the Commercial Items, EPA Energy Star, Federal Communications Commission (FCC) Class B, EN 55022 Class B, and Underwriters Laboratory (UL) Listing is required by contract award. The UNIX compliant operating systems listed on the NIST POSIX approved product listing is required within twelve months after contract award. All desktop, file server, Web server, and application server systems shall be certified for the then current version of Windows (contained in the Microsoft Hardware Compatibility List, or HCL) within 12 months of contract award even though Windows may not be provided in the contract (the 12 month period is intended to provide Microsoft with sufficient time to evaluate and certify the offering). Such systems that are delivered prior to appearance on the NIST approved products listing and Windows HCL certification will be retrofitted or replaced for compliance, if necessary, at no cost to Government.

##### **C.5.3. EPA Energy Star.**

This Section specifies that contractors shall offer equipment that is Energy Star compliant. At contract award, the sole Energy Star requirement shall be the self-certification by the Contractor that the offered equipment is Energy Star compliant. If any equipment fails to meet Energy Star requirements, the Contractor(s) shall replace, not retrofit, at no additional cost to the Government, all equipment it delivers 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. Equipment specifically exempted from EPA Energy Star requirements (e.g., multi-user systems) is exempt from this article.

#### **C.5.4. Security.**

The Contractor must provide assurances that it meets the safeguards outlined in the Office of Management and Budget Circular A-130, Management of Federal Information Resources, and DHHS Automated Information Systems Security Program (AISSP) Handbook, version 2.0. The Contractor may be required to provide a written security plan prior to performance that addresses the safeguards required by task orders.

**C.5.4.1.** Information, computer systems, LANs, and other telecommunications systems at NIH should be considered to be categorized as high criticality/high sensitivity systems, as defined in the DHHS AISSP Handbook, unless otherwise identified by the Government.

**C.5.4.2.** The Contractor shall agree to establish and follow any additional security precautions considered by NIH to be necessary to ensure proper and confidential handling of data and information. A written agreement between NIH and the Contractor shall be reached before data and information otherwise exempt from public disclosure may be disclosed to the Contractor. The Contractor must include these requirements in any subcontract awarded under the prime contract.

**C.5.4.3.** Contractor personnel shall be granted rights of entry to and exit from those NIH and other Government facilities required for performance of work under this contract. Contractor employees shall comply with all applicable directives and policies regarding conduct of personnel and operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry to and "sign-out" upon exit from any Government facility.

**C.5.4.4.** The Contractor shall secure and protect all Contractor-owned and Contractor employee-owned personal property and equipment brought into Government facilities during performance of work under this contract. The Government shall not be held liable for loss of or damage to Contractor-owned or Contractor employee-owned personal property or equipment brought into Government facilities. The Contractor shall remove any Contractor-owned or Contractor employee-owned personal property deemed inappropriate by the Government, for any reason, from the Government facility in which it is found.

**C.5.4.5.** Under no circumstances are Contractor personnel permitted to use Government equipment, software, or supplies for purposes other than performance of this contract.

**C.5.4.6.** All Contractor employees must be United States citizens, legal residents of the United States, or aliens authorized temporary employment in the United States before they can be employed under this contract. All Contractor employees and sub-Contractor employees must sign a "Commitment to Protect Privileged Information Contractor Agreement" form. The Contractor will be held liable for any inappropriate disclosure of information/data by its employees or via any system used by the Contractor. Should the Contractor become aware of the need for additional safeguards, it must notify the COTR immediately.

#### **C.5.5. Americans with Disabilities Act**

All equipment and services provided by the Contractor(s) shall comply with ADA requirements. Specifically, equipment offered must be adaptable to meet the requirements of persons with disabilities, where such adaptations would not place an undue burden on the manufacturer.

#### **C.6. DESKTOP COMPUTER REQUIREMENTS**

**C.6.1.** The Contractor(s) shall establish, operate, and manage the NIH Electronic Commodities Store, ensuring that necessary hardware, software, maintenance, training, and documentation are available to satisfy the NIH desktop computing needs. Due to the wide range of Personal Computers in use at the NIH, the Contractor(s) shall provide a wide range of equipment from a wide range of Original Equipment Manufacturers. The Contractor(s) is also strongly encouraged to consider providing equipment that may be beyond the requirements of the NIH in order to address the requirements of other Federal Agencies that will utilize this acquisition vehicle. For example, the Contractor(s) may consider C2 security requirements, or NSA certification requirements, in selecting OEM equipment to offer.

#### **C.7. EQUIPMENT REQUIREMENTS.**

**C.7.1.** The wide range of network equipment currently in use at the NIH requires a wide range of network equipment and accessories to ensure the preservation of capital investments in LAN/WAN infrastructure and operability. The primary topology for any NIH LAN is 10Base-T, 100Base-T, or ATM. In addition, the NIH requires network and telephony equipment such as, but not limited to storage and application (including WWW) servers, storage area networks, wireless hubs, and telephonic devices and services.

**C.7.2.** The broad range of NIH's functions in health, biomedical research, statistics, and science in general requires a broad range of computational requirements for UNIX based workstations and support equipment. The functional categories of workstations and accessories required by users of the Electronic Commodities Store include Data Servers, and High-performance Graphics Workstations

#### **C.9. CONTRACT MANAGEMENT.**

**C.9.1.** Contractors are encouraged to propose Web-based reporting in response to the reporting requirements listed below.

**C.9.2.** Recipients. Specific postal or Internet addresses for delivery of the reports and other files will be provided by the NIH Office of Procurement Management at the post-award conference.

**C.9.3.** Ordering Catalog. See Sections F and G.

**C.9.4.** Equipment Failure Report. See Sections F and G.

**C.9.5.** Project Status Reviews. The Contractor(s) shall participate in Project Status Review (PSR) meetings with the Government quarterly. The location for each meeting will be specified by the Government. The meeting may be held more often at the request of the Contracting Officer.

**C.9.6. Pricing.** If Contractor(s) propose an NIH Electronic Commodities Store price which is higher than the GSA schedule price or the Catalogue List price, then Contractor(s) shall provide explanation for the higher price on an attachment to material provided by Contractor(s) under the Tables in Section B.

#### **C.10. CONFIGURATION MANAGEMENT.**

**C.10.1.** Notification of Changes. See Section F.

#### **C.11. WARRANTY.**

**C.11.1.** The Contractor(s) shall extend all warranties to be identical to those offered to the general public in customary commercial practices when those terms exceed the requirements of this solicitation. The Contractor(s) may at its discretion offer, as separately priced, extended warranties for warranty coverage beyond the minimum OEM warranty period, and may offer terms including decreased (faster) response times and on-call, on-site support.

**C.11.2.** On-Site Locations. The Contractor(s) shall provide warranty service for all equipment the Contractor delivers under this contract to the Washington D.C. Metropolitan Area. The Government recognizes that the terms of this article may be met by OEM warranty terms.

**C.11.3.** Other Locations Outside the Washington D.C. Metropolitan Area. The Contractor(s) shall provide a method for warranty which may be separately priced for equipment the Contractor delivers for other

locations not listed in the paragraph above. The Contractor(s) shall provide for repairing the equipment including the means to transport the systems. The Contractor(s) shall bear all shipping costs and responsibilities both to and from the Government site.

**C.11.4. Coverage Period.** The warranty period will commence upon date of delivery to the Government. User receipt of an item that is inoperable upon delivery shall be resolved in accordance with the warranty provisions of the contract.

Period, the newly installed part shall become Government property. The defective part shall become the property of the Contractor(s) except the Government reserves the right to purchase defective hard drives and removable hard drives containing sensitive or classified material that is required by statute or regulation to be destroyed or retained by the Government. The effective warranty for all replacement items installed during the initial warranty period shall be the greater of (1) the remaining warranty period on the original item or (2) a 90 calendar day warranty period provided with each replacement item. All replacement parts shall conform to technical specifications and architectural standards as described in this solicitation.

**C.11.6. New or Warranted Parts.** Only new parts or parts warranted by the OEM as equal to new shall be utilized for replacement when repairs are made.

**C.11.7. Time to Repair.** Equipment/software (including documentation) delivered to all Washington D.C. metropolitan area locations shall be repaired or replaced, and fully operational within two (2) working days following notification to the Contractor(s) designated technical support personnel of the need for warranty service. Equipment/software (including documentation) delivered to all other area locations shall be repaired or replaced, and fully operational within five (5) working days following notification to the Contractor(s) designated technical support personnel of the need for warranty service. Temporary replacement equipment may be used to satisfy this requirement provided that the replacement equipment is provided at no additional cost to the Government, and that it is functionally equivalent or exceeds equivalence to the equipment being repaired or replaced.

**C.11.8. Warranty Conditions.** The Government shall be able to upgrade PC systems by inserting items or attaching other devices such as third party cards or disk drives without voiding the warranty on items delivered under this contract. Substitutions and additions of equipment not manufactured or supplied by the Contractor(s) shall be subject to the following: (1) The Contractor(s) will not be responsible for damage caused to the original equipment provided the damage results from the use of third party equipment, and (2) The Contractor(s) will not be responsible for defects or overall system performance degradation if such defects or performance degradation result from the use of third party equipment.

## **C.12. TELEPHONIC SUPPORT.**

**C.12.1.** Telephonic support via a toll free number shall be provided by the Contractor(s) to the Government.

**C.12.2. Availability.** Telephonic support services shall be available, as a minimum, Monday through Friday, 8:00 a.m. through 6:00 p.m. Eastern Time, excluding U.S. Government holidays. Recorded answering services are not acceptable to the Government during those times. The Contractor(s) shall provide a method for telephonic support services, such as a Fax-back service, a paging service, or third-party support service, for worldwide support whereby requests for telephonic support are responded to no later than the next business day for requests originating outside of the Continental United States.

**C.12.3. Services.** As a minimum, Telephonic Support Services shall consist of the following:

**a) Order Processing and Order Tracking Information.** When provided with a Government delivery order number (the ECS authorized tracking number), the Contractor(s) shall be required to provide the Government the date of receipt of the order and the shipping status.

**b) User Technical Assistance.** The Contractor(s) shall be prepared to receive product problem reports and assist the user towards timely resolution of the reported problem. Reports of problems may also

come through Email and/or Internet/WWW messaging. The Contractor(s) is responsible for hardware/software related calls for all products that are covered under warranty. The Contractor(s) shall maintain contact with the reporting user until final resolution and user notification. Interim resolution of a software problem is to include a work around solution until the problem is finally corrected in the next release or version of the product. Technical assistance may be provided by the OEM to satisfy this requirement.

**C.12.3.1. Telephonic Support Personnel.** Contractor(s)' personnel manning the telephonic support service telephones shall have sufficient expertise to recommend corrective actions for hardware and software problems, and the personnel shall speak and understand English.

### **C.13. MAINTENANCE SUPPORT.**

**C.13.1.** Contractor(s) shall propose software and hardware maintenance, including but not limited to prepaid software license upgrade rights and routine hardware maintenance, for hardware and software on this contract. At the Government's option, the Government may order, at any time during a warranty period, monthly or yearly maintenance at the Monthly/Yearly Maintenance Discounted Amount in the pricing proposal. The Contractor(s) shall propose a fixed-price for maintenance services during the principal period of maintenance (PPM), 8:00 a.m. to 5:00 p.m., excluding weekends and Government holidays. For maintenance outside PPM, it shall be priced as time and materials. Spare parts should be priced separately. Such maintenance shall be separately priced.

### **C.14. ORDER PROCESSING.**

**C.14.1.** The Contractor(s) shall have the capability to receive and process orders both in hard copy and electronic media.

### **C.15. QUALITY ASSURANCE**

**C.15.1.** The Contractor(s) shall provide Quality Assurance to ensure that configurations ordered are adequately burnt-in and tested prior to shipment. The Contractor(s) shall also provide quality assurance to ensure that the requirements of this contract are met from initial acceptance of equipment by the Government and throughout the life of the contract, in accordance with the Commercial Items clause. The Government reserves the right to perform quality assurance inspections to assure the requirements of the contract have been met. Technical personnel necessary for Government inspections shall be provided by the Contractor(s) when requested.

### **C.16. EXPEDITED DELIVERY AND ON-SITE CRISIS SUPPORT.**

**C.16.1.** The Contractor(s) shall propose expedited delivery and on-site crisis support services for an as-requested basis.

### **C.17. TRAINING AND OTHER INTEGRATION SERVICES.**

**C.17.1.** The Government encourages contractors to propose in Table B-10 different types of standard commercial training and other services related to installation and set-up of delivered equipment.

### **C.18. PROMOTING THE CONTRACT.**

**C.18.1.** The Contractor(s) shall promote this contract to all NIH ICs, the Centers for Disease Control and Prevention, the Office of the Secretary of Health and Human Services, and other eligible users during the life of the contract. This may include utilization of existing Contractor(s) marketing resources near the NIH facilities and users of the contract. This should include the use of the Internet resources such as mail lists and the WWW. The Contractor(s)' goals shall be to:

- A) Make customers aware of this procurement vehicle.
- B) Make customers aware of available products and services.
- C) Make customers aware of sub-Contractor(s) products and services.
- D) Assist customers in creating timely and accurate purchase orders.

**APPENDIX B: PRIME CONTRACTOR PAST PERFORMANCE EVALUATION REPORT**

**National Institutes of Health  
Prime Contractor Past Performance Evaluation Report**

<b>FINAL REPORT</b>	<b>INTERIM REPORT</b>	<i>(Check one)</i>		
<b>REPORTING PERIOD:</b> <i>(from mm/dd/yy)</i>		<i>(to mm/dd/yy)</i>		
<b>NIH CONTRACTING Team</b> <i>(Check One)</i>		CIO-SP	ECS	ImageWorld
<b>NIH CONTRACT NUMBER</b>				

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**NITAAC CIO-SP, ECS, or ImageWorld ORDER**

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**ORDER AUTHORIZATION NUMBER:** \_\_\_\_\_

**CUSTOMER INFORMATION:**

**Agency Name:**  
**Address:**

**PRIME CONTRACTOR INFORMATION:**

**Name:**  
**Address:**

**ORDER AWARD DATE:** *(mm/dd/yy)*  
**ORDER EXPIRATION DATE:** *(mm/dd/yy)*  
**ORDER VALUE: \$**


**ORDER TITLE** *(Description of Requirements)*




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**RATINGS**

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Summarize contractor performance and *circle* the number that corresponds to the rating for each rating category.

Using the rating guideline, assign each area a rating of 0 (unsatisfactory), 1 (poor), 2 (fair), 3 (good), 4 (excellent), or 5 (outstanding). Provide a brief narrative (500 characters or less) for each of the categories to support the rating assigned. The categories are: quality of product or service, cost control, timeliness of performance, and business relations. At this time comments are limited to 500 characters.

**QUALITY OF PRODUCT OR SERVICE**Rating: 

0	1	2	3	4	5
---	---	---	---	---	---

Comments:

**COST CONTROL**Rating: 

0	1	2	3	4	5
---	---	---	---	---	---

Comments:

**TIMELINESS OF PERFORMANCE**Rating: 

0	1	2	3	4	5
---	---	---	---	---	---

Comments:

**BUSINESS RELATIONS**Rating: 

0	1	2	3	4	5
---	---	---	---	---	---

Comments:

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**SUBCONTRACTS**

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Are subcontracts involved? (Check One)

YES	NO
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Comments (Please comment on those subcontractors that have provided a significant contribution to overall contract performance.)

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**KEY PERSONNEL**

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**PROJECT MANAGER (Name):****Comments:**  

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**KEY PERSON (Name):****Comments:**  

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**KEY PERSON ( Name):****Comments:**  

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**CUSTOMER SATISFACTION**

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**Is/was the contractor committed to customer satisfaction?**  
*(Check One)***YES****NO****If this is the Final Report: (Check One)****Would you recommend selection of this firm again?****YES****NO****Comments:**  

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**PROJECT OFFICER/COTR:**

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*(Last Name)*

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*(First Name)*

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*(MI)***SIGNATURE:****Date:** *(mm/dd/yy)***Phone:** ( )**FAX:** ( )**Internet Address:**  

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**CONTRACTING OFFICER/Accountable Management Official (AMO) CONCURRENCE:**

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*(Initial)* \_\_\_\_\_**Date:** *(mm/dd/yy)* \_\_\_\_\_  

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**CONTRACTOR'S REPRESENTATIVE: (Title)**

(Last Name)	(First Name)	(MI)
SIGNATURE: _____		
Date: (mm/dd/yy) _____		
Phone: ( ) _____	FAX: ( ) _____	
Internet Address: _____		

**SUMMARY RATINGS:**

QUALITY: _____	COST CONTROL: _____
TIMELINESS OF PERFORMANCE: _____	BUSINESS RELATIONS: _____

**CONTRACTING OFFICER/AMO : Title**

(Last Name)	(First Name)	(MI)
SIGNATURE: _____		
Date: (mm/dd/yy) _____		
Phone: ( ) _____	FAX: ( ) _____	
Internet Address: _____		

**CONTRACTOR'S REVIEW:**

Were comments, rebuttal, or additional information provided?  YES  NO

(Check One)

(If yes: They are on file in): \_\_\_\_\_ (Location) \_\_\_\_\_ (Phone) \_\_\_\_\_ attached)

Attached \_\_\_\_\_ (Check if \_\_\_\_\_)

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**AGENCY REVIEW:**

Were contractor comments reviewed at a level above the contracting officer/AMO? (Check One)

YES	NO
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(If yes: They are on file in): \_\_\_\_\_

(Location)

(Phone)

Attached \_\_\_\_\_ (Check if attached)

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**NATIONAL INSTITUTES OF HEALTH  
CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS**

1. Check the appropriate block to indicate the type of report (Interim, Final). The final evaluation of the contractor's performance must satisfy the reporting requirement stipulated in the FAR. and Health and Human Services Acquisition Regulations
  2. Indicate the period covered by the report.
  3. Identify the customer office. Identify the location of the customer
  4. Identify the contract number of the contract being evaluated and the Task Order or Delivery Order Authorization Number.
  5. List the name and address of the contractor.
  6. Enter TIN and SIC
  7. Indicate the order award date and order expiration date.
  8. State the order value, including any option amounts.
  9. Provide a brief description of the work being performed under the order (the title of the order).
- 
- 

**RATINGS**

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Using the rating guideline, assign each area a rating of 0 (unsatisfactory), 1 (poor), 2 (fair), 3 (good), 4 (excellent), or 5 (outstanding). Provide a brief narrative (500 characters or less) for each of the categories to support the rating assigned. The categories are: quality of product or service, cost control, timeliness of performance, and business relations.

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**SUBCONTRACTORS**

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Indicate whether subcontracts are/were involved. Briefly summarize (500 characters or less) the performance of any subcontractors that have major responsibilities under the contract or are required to perform a significant part of the contract requirement. This space may also be used to evaluate a prime contractor's management of a subcontractor.

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**KEY PERSONNEL**

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List the name of the project manager and the names of two other key personnel (optional). Briefly describe the performance of the key personnel listed. (500 characters or less)

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**CUSTOMER SATISFACTION**

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Check the appropriate answer to indicate whether the contractor was committed to customer satisfaction. For the final

*report, indicate whether you would recommend selection of the firm again.*

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**PROJECT OFFICER/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE/COTR SIGNATURE**

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*The Project Officer/COTR signs this block.*

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**CONTRACTING OFFICER/AMO CONCURRENCE**

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*The Contracting Officer/AMO initials this block, indicating concurrence with the initial rating.*

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**CONTRACTOR=S REPRESENTATIVE**

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*The Contractor signs this next block indicating review of the rating.*

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**SUMMARY RATINGS**

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*Indicate the rating given for each of the rating categories: quality of goods or services, cost control, timeliness of performance, and business relations.*

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**CONTRACTING OFFICER/AMO SIGNATURE**

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*The contracting officer/AMO signs the report when all actions are completed. If changes were made to the ratings or the narrative during the rebuttal process, a copy of the report, as revised, shall be promptly furnished to the contractor.*

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**CONTRACTOR'S REVIEW**

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*Indicate whether the contractor submitted a rebuttal or comments. Attach a copy of the contractor's rebuttal to this report, or indicate its location, if filed separately.*

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**AGENCY REVIEW**

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*If the contracting officer /AMO and the contractor are unable to agree on a final rating, the matter is to be referred to an individual one level above the contracting officer/AMO. Attach a copy of the agency's decision to this report, or indicate its location, if filed separately.*

**NATIONAL INSTITUTES OF HEALTH  
RATING GUIDELINES**

*Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), 5 (Outstanding). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).*

<b>Criteria:</b>	<b>Quality of Product or Service</b>	<b>Cost Control</b>	<b>Timeliness Performance</b>	<b>Business Relations</b>
	<ul style="list-style-type: none"> <li>• Compliance with contract requirements</li> <li>• Accuracy of reports</li> <li>• Effectiveness of personnel</li> <li>• Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>• Record of forecasting and controlling target costs</li> <li>• Current, accurate and complete billings</li> <li>• Relationship of negotiated costs to actuals</li> <li>• Cost efficiencies</li> </ul>	<ul style="list-style-type: none"> <li>• Met interim milestones</li> <li>• Reliability</li> <li>• Responsive to technical direction</li> <li>• Completed on time including wrap-up and contract administration</li> <li>• Met delivery schedules</li> <li>• No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>• Effective management, including subcontracts</li> <li>• Reasonable/cooperative behavior</li> <li>• Responsive to contract requirements</li> <li>• Notification of problems</li> <li>• Flexibility</li> <li>• Pro-active vs reactive</li> <li>• Effective small/small disadvantaged business subcontracting program</li> </ul>

0 - Unsatisfactory	Non conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing performance of contract requirements, despite use of Agency resources	Response to inquiries, technical/service/administrative issues is not effective
1 - Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2 - Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3 - Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective
4 - Excellent	There are no quality problems	There are no cost management issues	There are no delays	Response to inquiries, technical/service/administrative issues is effective
5 - Outstanding	The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as Excellent.			



## APPENDIX C: SAMPLE STATEMENTS FOR SECTION 508 COMPLIANCE

### C.1 AGENCY SAMPLE

Federal Government agency procurements must comply with Section 508 of the Rehabilitation Act of 1973. Refer to Section 1.11 for background information. A contracting agency may, if applicable, use the following sample statements in the Statement of Work to meet the requirements of Section 508 (Electronic and Information Technology Accessibility for Persons with Disabilities).

#### Section 508 Compliance Instructions

Section 508 of the Rehabilitation Act of 1973 requires that Federal agencies' electronic and information technology (EIT) is accessible to people with disabilities. The Federal Acquisition Regulations (FAR) Final Rule for Section 508 (EIT Accessibility) can be found at [www.section508.gov](http://www.section508.gov) and at the Access Board's Web site at <http://www.access-board.gov/sec508/508standards.htm>.

Unless it is an "undue burden" or compliant products or services do not exist, the products must conform with Section 508. The contractor should state that they will comply with the requirements of Section 508 or cite a justifiable reason for an exception. If any additional costs for compliance are anticipated, these should be identified. Also, if significant difficulty or expense is involved, a commercial non-availability is declared.

The contractor must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research which ensures that they are the most compliant products and services available. For every EIT product that does not comply with 36 CFR Part 1194, the contractor shall on 30 days notice, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral.

For existing systems, the contractor may not be able to identify all costs for compliance if the contractor did not develop that system, but should state that any development performed during the course of this DO will be compliant. If significant difficulty or expense is involved, a commercial non-availability is declared. Within 30 days of task award, the contractor should provide a plan for compliance for the system as a whole, including any costs associated with compliance.

#### Standards

The contractor shall comply with all required Federal or agency standards as specified in the individual DO.

The Federal Electronic and Information Technology Accessibility Standards (36 CFR 1194) are incorporated into and made a part of this contract. These standards are found in their entirety at [The Section 508 Standards Page](#). A printed copy of the standards will be supplied upon request. The contractor must comply with the above referenced standards in performing this contract.

### C.2 CONTRACTOR SAMPLE

The following is a sample 508 compliance statement that a contractor may include, if applicable, in response in a proposal.

(a) The contractor represents by signing this offer that the supplies and services offered in response to this solicitation, except for those identified in paragraph (b), comply fully with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194. (See [The Section 508 Standards Page](#)). Each supply or service that will not be totally compliant at time of delivery or is only partially compliant is listed in paragraph (b).

(b) All noncompliant and partially compliant supplies or services are listed below. In addition, for each supply or service that is not in full compliance, or is partially compliant, a detailed discussion of which standards are satisfied and which standards are not satisfied by the offered supply or service is included. Also, any qualifications or conditions that might affect compliance with Section 508 of the proposed supplies or services are described. The list will be kept current during the period of performance.