



Image World2 *New Dimensions* – Master Contract Modification Number 02



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

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 Imaging Products and Services for three Technical Functional Areas (TFAs): TFA 1–Business, TFA 2–Medical Sciences, and TFA 3–Geographic Information Systems (GIS)/Scientific and Imaging Commercial-Off-The-Shelf (COTS) Products Hardware, Software and Integrated Systems, Services, and Solutions (ISSS) for the National Institutes of Health, Department of Health and Human Services, and all other federal agencies. This is a 120-month 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. 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.

B.2 Schedule of Items

The Image World2 *New Dimensions* (IW2nd) contract is a Fixed-Price, IDIQ type contract. The Contractor shall provide the NIH and other federal government agencies with a full range of COTS hardware and software and ISSS products and services, in accordance with the Specifications identified in Section C. All warranty, maintenance, and support services are to be performed only in conjunction with hardware, software, and ISSS acquired under this contract.

When providing changes to the schedule of items, the Contractor shall review the Specifications in Section C and provide a clear description of each Contract Line Item offered by its company, 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 Information Technology (IT) and imaging resources offered. It is the Contractor's responsibility to identify the IT and imaging resources that shall be available through the NIH IW2nd contract.

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

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 inclusive of 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.

The Delivery Orders Tables B-1, B2, and B-3 provided in Sections J.5, J.8, and J.9 of this document are the unit price schedules for hardware, software, and ISSS products to satisfy the technical requirements. The information required for each column of these tables is defined below.

[Table B-1 Hardware: Attachment Number J.5](#)

[Table B-2 Software: Attachment Number J.8](#)

[Table B-3 Integrated Systems, Services, and Solutions: Attachment Number J.9](#)

NOTE: ISSS offerings shall consist of prepackaged COTS, which may contain any combination of hardware and software. However, COTS package of hardware and software must support the services advertised as a catalog and/or fixed price.

Column 1—Contract Line Item Number (CLIN). Enter a sequential line item number starting with 1001 for Table B-1—Hardware, 2001 for Table B-2—Software, and 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 CLIN. 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.

Column 2—Date CLIN Request Submitted. In this column, the Contractor shall list the date that the CLIN request was submitted to the NITAAC Contracting Officer for contract approval.

Column 3—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 Contractor shall identify the OEM, specify the OEM Model Number/Identification Number, and specify their Model Number/Identification Number if it is different than the OEM Number.

Column 4—Product Description and Salient Characteristics. Enter a brief, but clear, description of the IT resource and salient characteristics for each item listed in the price tables. For example, you might describe a laptop in terms of "Lightweight, Pentium III laptop with Windows XP Operating System, and carrying case." Include information about the environment for which the resource is intended, such as, "data center," "lab," "office," etc. Avoid technical abbreviations and jargon by using common language whenever possible.

Column 5—Technical Industry Specifications (TIS). List the technical specifications for the product. For example: Pentium M 1.4GHz, 14.0" XGA, 256MB SDRAM, 40GB, DVD, V.90/56K Modem, 10/100 Ethernet LAN, Wi-Fi, USB FDD, 9-cell battery, Win XP Pro.

Column 6—Web site for TIS. In this column, the Contractor shall list the Uniform Resource Locator (URL) for the catalog where the CLINs can be located for TIS specification information.

Column 7—Copy of Catalog Item (see attached). In this column, the Contractor shall list the URL for the catalog where the CLINs can be located for review and commercial pricing information, including warranty. An excerpt copy of the catalog should also be provided.

Column 8—Unit and Quantity. Specify the quantity of items on which the IW2nd price is based. If the price offered is based upon a quantity of one (1), enter (1). If volume discounts are offered, enter the quantity range that is applicable for the offered price i.e. (1–10), (11–20). Each price break must be listed under a separate CLIN.

Column 9—IW2 New Dimensions Price. Enter the price proposed (warranty included) for each imaging resource included in the price tables. Prices shall be all-inclusive.

Column 10—General Services Administration (GSA) Price and Contract Number. This column applies only if the product is on a GSA schedule. This includes schedule contracts with the OEM and Schedule contracts with the Contractor. Enter the GSA price and GSA schedule contract number for all equipment and components included in the price tables.

Column 11—Percent Discount from the GSA Schedule Price. Enter the discount percentage of the IW2nd price as compared with the GSA schedule price for all equipment and components included in the price tables.

Column 12—Catalog/List price. State if the product is listed on a published catalog by the OEM or Contractor. Enter the catalog or list price for all equipment and components included in the price tables.

Column 13—Percent Discount from the Catalog List Price. Enter the discount percentage of the IW2nd price as compared with the catalog/list price for all equipment and components included in the price tables. (Optional) Quantity Discounts—In addition to the discounts cited above, Contractors are encouraged to propose discounts based on the quantity of items purchased under each individual Delivery Order.

Column 14—OEM Warranty. In this column, the Contractor shall list the Warranty proposed for the CLINs under the IW2nd Contract and state whether it is equal to or less than the commercial warranty listed for the CLINs cited at the URL address provided in Column 7.

Column 15—ENERGY STAR® Exception. If the item is not ENERGY STAR®-compliant, the Contractor shall put an “X” in this column. See Section C.5.3 for additional information.

B.2.2 Other Direct Costs

- a. Products 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 it is in the Government's interest, the Contracting Officer may issue a letter (or letters) to the Contractor authorizing the Contractor to utilize Government sources of supply (GSA supply schedules) for products 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, office 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 \$1,000 or more and a life expectancy of more than two years);
 5. Travel costs, unless specified in the specific task/delivery order (the Contractor shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations [FAR] 31.205-46).
 6. Postage shall be unallowable unless specifically stated in the task/delivery order.

B.3 Contract Ceiling Amount

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 *IW2nd* 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 *IW2nd* 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 \$2,500 unless one of the exceptions applies. (See FAR 16.505[b][2])

B.4 Rate Refreshment

The Government reserves the right to reassess the 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

The National Institutes of Health (NIH) is experiencing increasing requirements for imaging products and services that include but are not limited to imaging systems to convert paper documents for electronic storage, to provide document management, and to 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 and other federal government agencies in global health trials. 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 that 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 NIH 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 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 Scope Overview

Technology Functional Areas (TFA) (Task Orders Only)

TFA 1 Business

TFA 2 Medical Sciences

TFA 3 GIS/Scientific

TABLE B-4 Imaging for Personnel Services (Labor)

TASK ORDERS				
CLIN	DESCRIPTION	U/M	ON-SITE LABOR RATE (FFP)	OFF-SITE LABOR RATE (FFP)
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

C.2.1 Business Technology Functional Area (TFA 1)

The NIH Imaging 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, and agreements. 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 databases 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 copies 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 are needed ranging

from low-end workgroup imaging solutions, to mid-range (40-60 seats) and high-end, high-volume (100 plus seats) solutions.

C.2.2 Medical Sciences Technology Functional Area (TFA 2)

Imaging processing within the Clinical, Biological, and Radiological arenas is needed at the NIH and other federal agencies to address document management, workflow, and security recognition systems requirements that are 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. Just as with hard-copy text documents, bringing the power of modern computational systems to these processes and activities requires conversion of the 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 that have no corresponding analogue with document imaging, such as three-dimensional (3D) visualization or remote high-resolution image transfer requirements associated with telemedicine.

C.2.3 Geographic Information Systems (GIS) / Scientific Technology Functional Area. (TFA 3)

The NIH is acutely aware that most problems facing the world and health today—environmental, economic, political, and 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 a 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 listed below:
 - 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 Information Technology and Imaging Applications.** Requirements for scientific applications shall also be addressed in this technology functional area. The scientific applications may vary greatly as a function of the federal entity engaged in the work efforts. Innovative solutions are anticipated and expected.

C.3 Specifications (Delivery Orders Only)

Commercial-Off-The-Shelf (COTS) (Delivery Orders Only)

TABLE B - 1 COTS Hardware Acquisitions: [Attachment Number J.5](#)

TABLE B - 2 COTS Software Acquisitions: [Attachment Number J.8](#)

TABLE B - 3 COTS Integrated Systems, Services and Solutions: [Attachment Number J.9](#)

C.3.1 COTS Hardware Acquisitions

The Contractor shall provide COTS hardware associated with imaging systems. Remanufactured equipment may be requested, shall be warranted as new, and shall be provided in accordance with the used equipment clauses of the regulation.

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

The Contractor shall provide Imaging COTS software, proprietary and/or non-proprietary. Software documentation shall convey with software purchases.

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

C.3.3 Integrated Systems, Services and Solutions (ISSS)

Definable CLINs for prepackaged imaging COTS from Table B-3 in Section B.

- a. It is recognized that existing installed systems and commercially available hardware, software, and/or ISSS CLINs may be requested. Solutions—when clearly identified by specified quantities of hardware, software, and/or labor hours—are defined as COTS solutions.
- b. 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:
 1. **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.
 2. **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.

C.3.3.1 General Requirements

C.3.3.1.1 Hardware/Software Systems Maintenance

- a. Most hardware generally requires service to keep it in operating condition. Imaging-specific equipment, which manipulates paper such as automatic document scanners, has 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 other federal agencies to address all maintenance issues associated with imaging systems.
- 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

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 marketplace practices in conducting maintenance and repair services. 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 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.4 Applicable Standards

Imaging systems are extremely complex. It is important that the Contractor and the 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 Information Security Program (ISP) 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. The imaging of documents and the storage 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)

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 standards listed below:

<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) standards
- International Telecommunication Union (ITU)—previously CCITT, ITU standards
- Environmental Protection Agency (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 it has been implemented in both hardware and software systems.

C.5 Documentation Requirements

C.5.1 Deliverable Documentation

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

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

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

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.

C.8 Information Technology Definition

The following definition of Information Technology is used in this contract (FAR 2.101, Definitions):

“Information Technology” means any equipment or interconnected system(s) or subsystem(s) of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency” (ref: Federal Acquisition Regulation 2.1).

- 1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires
 - (i) Its use; or
 - (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.
- (2) The term “information technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- (3) The term “information technology” does not include any equipment that-
 - (i) Is acquired by a contractor incidental to a contract; or
 - (ii) Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H. 34 Customer's Responsibilities

- a. **Market Research.** Upon determining its requirements, the customer performs market research by reviewing the electronic catalogs of the Contractors that offer the applicable products. The IW2nd "Prime Contractor" list on the NITAAC website (nitaac.nih.gov) indicates what each Contractor offers and gives a URL for the Contractor's website. Contractor catalogs can be accessed through the Contractor's website.
- b. **Fair Opportunity.** In order to meet the FAR requirement at FAR 16.505(b) for "fair opportunity to be considered", the Customer shall consider all the IW2nd Contractors for an order who are qualified. This includes determining whether or not the Contractor can provide the IT products/services required. All sources should be accessed to determine the best value to the Government for the product or service. Unless an exception to the Fair Opportunity to be Considered (FOC) requirement exists, the requirements for the order will be disseminated to all qualified Contractors. The Customer shall then make a best-value judgment by comparing all quotations or proposals received before awarding the order. The Customer must document the rationale if the lowest-priced offer was not accepted, including the basis for the award and the rationale for any tradeoffs among price and non-price considerations (see FAR 16.505[b][4]).
- c. The Customer, taking into consideration price, delivery scheduling, past performance, quality, etc., performs a best-value analysis and documents the source-selection decision in its official task order file. If the decision is made that one of the exceptions to the FOC process contained at FAR 16.505(b)(2) applies, the rationale for the use of the exception chosen must be fully documented in the official delivery order file, and signed by the Agency Contracting Officer or other designated agency official appointed in accordance with agency regulations.
- d. The Customer shall only consider a quote submitted by an IW2nd Prime Contractor, not by an affiliate of the Prime Contractor (e.g., business partner, subsidiary, or subcontractor).
- e. If this is an external (non-NIH) customer, the delivery order must cite the NIH 1% processing fee as a separate firm, fixed-price line item on the first page of the delivery order. The first page of the delivery order must include a subtotal of the items purchased, a separate line item for the NIH 1 % processing fee, and a grand total (including the fee).
- f. The order must be signed by the customer's Accountable Management Official (AMO) (See Section G, Article G.5).

H. 35 Contractor's Responsibilities

- a. Upon receipt of each delivery order placed against this contract, the Contractor shall review the order to ensure that the delivery order contains the NIH 1% processing fee (external customers only). The Contractor shall ensure that the first page of the delivery order includes a subtotal for the items purchased and a grand total, including the 1% processing fee.
- b. Any quote submitted to a Customer under IW2nd shall only be submitted by an IW2nd Prime Contractor, not by an affiliate of the Prime Contractor (e.g., business partner, subsidiary, or subcontractor).

- c. If the NIH 1% processing fee is omitted or is calculated incorrectly or if the order amount is incorrect, the Contractor must contact the Customer and request a corrected delivery order before it can be accepted.
- d. The Contractor shall validate the accuracy of delivery order and assign the next sequential delivery order authorization number to it.
- e. The Contractor shall attach a complete copy of each delivery order to the monthly sales report submitted to the NIH in accordance with Section F, Article F.7 of the contract.
- f. The Contractor shall clearly identify all delivery order modifications with the original delivery order authorization number and a numerical extension (e.g. 01, 02, 03 etc.) that corresponds to the appropriate modifications.
- g. If the Contractor does not comply with these procedures, it will be subject to a moratorium of this contract during which the Contractor may not accept any new orders.

SECTION J

LIST OF ATTACHMENTS – SPECIFICATIONS THAT ARE HEREBY MADE A PART OF THIS CONTRACT.

- ATTACHMENT NUMBER J.1 Glossary ([PDF Format](#))
- ATTACHMENT NUMBER J.2 Monthly Program Status Report ([PDF Format](#))
- ATTACHMENT NUMBER J.3 Monthly Sales Report ([PDF Format](#)) ([Word Format](#))
- ATTACHMENT NUMBER J.4 Monthly Check Report ([PDF Format](#)) ([Word Format](#))
- ATTACHMENT NUMBER J.5 IW2nd Delivery Orders Price Table B-1: Hardware (Effective Date 8/10/05) ([MS Excel Format](#))
- ATTACHMENT NUMBER J.6 IW2nd Delivery Order Guidelines ([PDF Format](#))
- ATTACHMENT NUMBER J.7 NITAAC Prime Contractor Past Performance Evaluation Report ([PDF Format](#)) ([Word Format](#))
- ATTACHMENT NUMBER J.8 IW2nd Delivery Orders Price Table B-2: Software (Effective Date 8/10/05) ([MS Excel Format](#))
- ATTACHMENT NUMBER J.9 IW2nd Delivery Orders Price Table B-3: Integrated Systems, Services, and Solutions (Effective Date 8/10/05) ([MS Excel Format](#))
- ATTACHMENT NUMBER J.10 Disclosure of Lobbying Activities ([PDF Format](#))
- ATTACHMENT NUMBER J.11 Task Order Requirements Package (TORP) ([PDF Format](#)) ([Word Format](#))
- ATTACHMENT NUMBER J.12 Employee/Contractor Non-Disclosure Agreement ([PDF Format](#)) ([Word Format](#))
- ATTACHMENT NUMBER J.13 RESERVED
- ATTACHMENT NUMBER J.14 Solution Recommendation Document Package (SRDP) ([PDF Format](#)) ([Word Format](#))