ATTACHMENT J.6

Image World2 *new dimensions* – Guidelines

Award Date: **12/21/2000**
Expiration Date: **12/20/2010**
Contact: **Donald A. Wilson 301-435-3886**
Guidelines Version: **September, 2004**

FOREWORD

The Image World 2 *New Dimensions* (IW2*nd*) Delivery Order (DO) and Task Order (TO) Guidelines contain the procedures for using the National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) IW2*nd* contract. These guidelines are presented from the customer's perspective; however, in some cases we have included the prime contractor and/or NITAAC's responsibilities for a more complete description of the process.

The IW2*nd* contracts were awarded under the Federal Acquisition Streamlining Act of 1994 and the Clinger-Cohen Act of 1996, which require that the prime contractors be given a Fair-Opportunity-to-be-Considered (FOC) for DO/TO Awards. The contracts are structured as Indefinite Deliver/Indefinite Quantity (IDIQ) contracts, using DOs and TOs for acquisition of specified products and services. (See FAR16.5 for IDIQ Contracts.) These contracts are available to the NIH, as well as to any Federal Government Agency. **NIH ordering officials** may also refer to the NIH Policy Manual, Chapter 6016-2 Task and Delivery Order Contracting, which further describe NIH policies on the use of TO/DO under IDIQ contracts. Refer to the Web site: http://www1.od.nih.gov/oma/manualchapters/contracts/6016-2/.

Questions about these Guidelines, all correspondence, and official deliverables related to DO and TO establishment and administration should be directed to the **IW2*nd* Contract Team** at the address or phone number provided below. Questions about all financially related matters should be directed to the **Financial Team** at the address or phone number provided below. See the Glossary in APPENDIX A for definitions of terms used in these Guidelines.

IW2*nd* Contract Team	**Financial Team**
National Institutes of Health Office of Logistics and Acquisition Operations	National Institutes of Health Office of Logistics and Acquisition Operations
NITAAC/IW2*nd* 6011 Executive Blvd., Suite 503J Rockville, Maryland 20852 Telephone: (301) 435-3886 FAX: (301) 496-8486	NITAAC/Financial Team 6011 Executive Blvd., Room 503H Rockville, Maryland 20852 Telephone: (301) 496-5460 FAX: (301) 435-5563
E-mail: wilsond@od.nih.gov	E-mail: finance@od.nih.gov

You may also contact NITAAC via the following methods:

Telephone Hot Line: 1-888-773-6542

E-mail: NIHIMAG2@od.nih.gov

Web site: http://nitaac.nih.gov

TABLE OF CONTENTS

1. GENERAL INFORMATION 1
1.1 CONTRACT STRUCTURE 1
1.2 DELIVERY ORDERS VERSUS TASK ORDERS 1
1.3 NIH PROCESSING FEE 1
1.4 "FAIR-OPPORTUNITY-TO-BE-CONSIDERED" - DELIVERY ORDERS 1
1.5 "FAIR-OPPORTUNITY-TO-BE-CONSIDERED" - TASK ORDERS 2
1.6 AUTHORIZATION NUMBERS 2
1.7 CLASSIFIED MATERIAL 2
1.8 FISCAL YEAR CUTOFF DATES 2
1.8.1 Delivery Orders 2
1.8.2 Task Orders 3
1.9 SUPPORTING DOCUMENTATION SUBMISSION 3
1.10 SAMPLE FORMS & DOCUMENTS 3
1.11 TASK ORDER PROCESSING TIMES 3
1.12 CUSTOMER USAGE OF THE IW2*nd* CONTRACT 3
1.13 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS (36 CFR PART 1194) 4

2. DELIVERY ORDER PROCESS 5
2.1 CUSTOMER RESPONSIBILITIES 5
2.1.1 Step 1: Define Requirements 5
2.1.2 Step 2: Apply "FOC" Rule to each IW2nd Contractor 7
2.1.3 Step 3: Contact Contractors to Obtain Quotes 7
2.1.4 Step 5: Select the Prime Contractor 7
2.1.5 Step 6: Prepare the DO and Send it to the Prime Contractor 7
2.1.6 Step 8: Receive Products or Services; Submit Past Performance Evaluations for Orders Over $100,000 8
2.2 PRIME CONTRACTOR RESPONSIBILITIES 8
2.2.1 Step 4: Provide Quote to Customer 9
2.2.2 Step 5: Issue Delivery Order Authorization Number 9
2.2.3 Step 7: Deliver Product Within 7-10 Business Days 9
2.2.4 Step 8: Comment on Past Performance Evaluation 9
2.2.5 Step 10: Submit Monthly Status, Sales, and Check Reports 10
2.3 NITAAC RESPONSIBILITIES 10
2.3.1 Step 7: Receive Copy of Funding Documents 10
2.3.2 Step 9: Conduct in Process Reviews 10
2.3.3 Step 11: Receive Reports and Fee 10
2.3.4 Step 12: Close-Out Delivery Order 10
2.4 PROTESTS 10

3. TASK ORDER PROCESS 11
3.1 STEP 1: CUSTOMER OBTAINS TO PROCESS AND GENERAL INFORMATION 11
3.2 STEP 2: CUSTOMER PREPARES THE TO REQUIREMENTS PACKAGE (TORP) 11
3.2.1 Statement of Work 13
3.2.2 TORP Security Certification 13
3.2.3 Independent Government Cost Estimate (IGCE) 13
3.2.4 Point of Contact Information for NITAAC and Prime Contractor Use 13
3.2.5 Funding Strategy 13
3.2.6 Proposal Instructions 13
3.2.7 Special Instructions for "Exception to the FOC" Rule 14
3.2.8 Lease or Purchase Acquisition Considerations 14

3.2.9 Submission of the TORP 14
3.2.10 Verifying NITAAC Receipt of the TORP 14
3.3 STEP 3: NITAAC REVIEWS AND POSTS REQUIREMENT 14
3.3.1 Purpose of NITAAC Review 14
3.3.2 Fair Opportunity Process 15
3.3.3 Exception to the FOC Process 15
3.3.4 Prospective Offeror Non-Disclosure Agreement 15
3.4 STEP 4: PRIME CONTRACTORS PREPARE TO PROPOSALS 15
3.4.1 Technical Proposals 16
3.4.2 Business/Price Proposals 16
3.4.3 No Bids 16
3.5 STEP 5: CUSTOMER REVIEW OF PROPOSALS AND PREPARATION OF SRDP 16
3.5.1 Evaluation and Discussions 16
3.5.2 Security Review 17
3.5.3 SRDP Contents 17
3.5.4 SRDP Submission 18
3.6 STEP 6: NITAAC REVIEWS SRDP AND APPROVES TO AWARD 18
3.6.1 NITAAC Approval Letter 18
3.6.2 Award Announcements 18
3.6.3 Debriefings 18
3.6.4 Protests 19
3.7 STEP 7: CUSTOMER PREPARES THE FUNDING DOCUMENT 19
3.7.1 Contractor Employee Investigations and Non-Disclosure Agreement 19
3.8 STEP 8: PRIME CONTRACTOR IMPLEMENTS TO 20
3.9 STEP 9: CUSTOMER MONITORS CONTRACTOR TO PROGRESS 20
3.10 Step 10: Prime Contractor Comments on Past Performance Evaluation 20
3.11 STEP 11: NITAAC CONDUCTS IN-PROCESS REVIEWS 20
3.12 STEP 12: CUSTOMER CLOSES-OUT TO 20
3.13 STEP 13: NITAAC CLOSES-OUT TO 20
3.14 OPTIONAL CONTRACTOR DOWN-SELECT PROCESS 20

4. NIH PROCESSING FEE 23
4.1 PRIME CONTRACTOR FEE COLLECTION (EXTERNAL CUSTOMERS ONLY) 23
4.1.1 Contract Administration 23
4.1.2 NIH Processing Fee Terms 23
4.1.3 Placing an Order 23
4.2 PROCEDURES UNIQUE TO NIH (INTERNAL CUSTOMERS) 24

5. CONTRACT AND DELIVERY/TASK MANAGEMENT 25
5.1 CONTRACT LEVEL MANAGEMENT 25
5.1.1 In-Process Reviews 25
5.1.2 Monthly Program Status Report 25
5.1.3 Monthly Sales Report 25
5.1.4 Monthly Check Report 25
5.1.5 Central Files 26
5.2 DELIVERY/TASK ORDER MANAGEMENT 26
5.2.1 Day-to-Day-Monitoring 26
5.2.2 Acceptance of Deliverables 26
5.2.3 Acceptance of Invoices 26
5.2.4 Past Performance Evaluations 26
5.3 DELIVERY/TASK ORDER MODIFICATIONS 27
5.3.1 No-Cost Modifications 27
5.3.2 Addition of Funds 27
5.4 DELIVERY ORDER MODIFICATIONS - PRIME CONTRACTOR RESPONSIBILITIES 28

5.5 DELIVERY/TASK ORDER CLOSE OUT 28

APPENDIX A: GLOSSARY 29

APPENDIX B: LINKS TO STATEMENT OF WORK AND SAMPLE FORMS/DOCUMENTS - IW2*ND* 32

APPENDIX C: IW2*ND* PRIME CONTRACTORS 33

APPENDIX D: EXCEPTIONS TO THE FAIR OPPORTUNITY PROCESS.....35

APPENDIX E: DELIVERY ORDERS VERSUS TASK ORDERS.....36

APPENDIX F: SAMPLE OUTLINE OF A 10-PAGE "WHITE PAPER" 39

APPENDIX G: SAMPLE STATEMENTS FOR SECTION 508 COMPLIANCE.....40

APPENDIX H: FLOW CHARTS OF SECURITY-SPECIFIC ACTIONS REQUIRED FOR DHHS DELIVERY AND TASK ORDERS.....42

1. GENERAL INFORMATION

The Image World 2 *New Dimensions* (IW2*nd*) contracts provide hardware, software, and integrated systems, solutions, and services for the implementation of imaging technology requirements within the National Institutes of Health (NIH) and other Federal Government agencies. The NIH Information Technology Acquisition and Assessment Center (NITAAC) works in partnership with prime contractors to provide products and services in three Technology Functional Areas (TFAs). Each TFA is listed below with examples of associated application areas. A more detailed description of each TFA is available in Section C of the IW2*nd* contract.

TFA 1 Business: *electronic document management, document conversion, administrative workflow*

TFA 2 Medical Sciences: *clinical, biological, and radiological image processing; telemedicine, security*

TFA 3 Geographical Information System (GIS) / Scientific Technology: *epidemiology, spatial data visualization, patient distribution analysis, disease tracking*

1.1 CONTRACT STRUCTURE

The IW2*nd* contracts are structured as Indefinite Delivery/Indefinite Quantity (IDIQ) contracts utilizing Delivery Orders (DOs) and Task Orders (TOs) that are Firm Fixed Price (FP). The period of performance is from 12/21/2000 through 12/20/2010. The labor rates set forth in the contract, where applicable, are subject to the Service Contract Act of 1965, as amended. Other Direct Costs (ODCs), if applicable, are negotiated directly for each TO.

While all prime contractors may service DOs, prime contractors are pre-qualified to service TOs in only selected TFAs. A list of prime contractors qualified to service TOs by TFA is provided in APPENDIX C.

For the purposes of the IW2*nd* contracts and this ordering guide, DOs include NIH Records of Call (ROC) and purchase orders on agency-specific forms.

1.2 DELIVERY ORDERS VERSUS TASK ORDERS

DOs are primarily for the procurement of *supplies* such as commercial off-the-shelf (COTS) hardware and software. TOs are primarily for the procurement of *services* that require definition and for custom-developed or custom-modified hardware or software. These distinctions are delineated more thoroughly in APPENDIX E.

1.3 NIH PROCESSING FEE

All external (i.e., non-NIH) customers are assessed a processing fee. The NIH processing fee is paid through the prime contractor via a separate fixed price line item within the DO or TO. (Note: If the DO/TO amount is less than $25,000, there is a minimum NIH processing fee of $250. If the DO/TO is equal to or greater than $25,000, the NIH processing fee is computed on the amount obligated. However, in phase funding the fee is computed on the total funded amount for that performance period.)

NIH internal customers are charged a fee in accordance with the acquisition mechanism used. **The amount of the fee is contingent on the NIH mechanism chosen for placing the order.**

More detailed information is provided in Section 4.1.2, NIH Processing Fee Terms. For further information, customers may contact the Financial Team at the address in the FOREWORD.

1.4 "FAIR-OPPORTUNITY-TO-BE-CONSIDERED" - DELIVERY ORDERS

In accordance with the Federal Acquisition Regulation (FAR), NITAAC provides each of the IW2*nd* prime contractors with a "Fair-Opportunity-to-be-Considered" (FOC) for each DO, unless one of the exceptions cited by FAR 16.505(b) (2) applies. The appropriate customer (agency) Contracting Officer (CO) or other designated agency official appointed in accordance with agency

regulations must fully document and sign a 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 IW2*nd* CO.

The requirements of the FOC process shall be deemed to have been met if the customer compares the various products offered by all of the IW2*nd* prime contractors' electronic catalogs/price lists. This should take into account the prime contractors' past performance, 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 prime contractor for each DO.

1.5 "FAIR-OPPORTUNITY-TO-BE-CONSIDERED" - TASK ORDERS

In accordance with the FAR, NITAAC provides each of the IW2*nd* prime contractors with a FOC for each TO issued in the TFA(s) for which they received an award. "Fair Opportunity" is accomplished by announcing, via e-mail, the customer-developed and NITAAC-approved TO requirements to each prime contractor qualified for the applicable TFA[1]. However, if one of the exceptions in FAR16.505(b)(2) applies, the appropriate customer (agency) CO or other designated agency official appointed in accordance with agency regulations must fully document and sign the justification, citing the rationale for using one of these exceptions. This documentation must be forwarded to the IW2*nd* CO as part of the TO Requirements Package (TORP).

Each TO announcement contains information to help the prime contractors quickly evaluate the opportunity. Interested prime contractors respond by sending a proposal to the customer in an accelerated time frame. The customer:

1) Reviews the proposals received in response to the TO announcement
2) Selects the prime contractor based on a best value analysis
3) Documents the selection to NITAAC
4) Awards the TO to the selected prime contractor after issuance of a NITAAC approval letter. The customer must provide a copy of the TO to NITAAC.

1.6 AUTHORIZATION NUMBERS

After selection of a DO award, the prime contractor issues the IW2*nd* DO Authorization Number.

After the Solution Recommendation Document Package (SRDP) is approved, NITAAC issues the IW2*nd* TO Authorization Number (and awarded amount) in the Approval Letter.

The IW2*nd* DO Authorization Number or the IW2*nd* TO Authorization Number, as appropriate, must appear on the customer's order prior to its submission to the NIH Contracting Office.

1.7 CLASSIFIED MATERIAL

TORPs must contain only unclassified material, regardless of the level of classification of the work to be performed under the TO.

1.8 FISCAL YEAR CUTOFF DATES

1.8.1 Delivery Orders

DOs 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 Customer-developed and NITAAC-approved TO requirements which fall under one of the exceptions to the "FOC" rule are announced only to the selected prime contractor.

1.8.2 Task Orders

TOs that must be awarded by the end of the current fiscal year (i.e., TORPs that are supported by funds that expire at the end of the current fiscal year) should be submitted to NITAAC by September 15th of the current fiscal year. **Sufficient time may not exist after September 15th to guarantee completion of the award process.**

1.9 SUPPORTING DOCUMENTATION SUBMISSION

The preferred channel for delivery of all correspondence is e-mail at NIHIMAG2@od.nih.gov. When a signature is required, such as for the exceptions to the FOC Rule or for an SRDP, and other associated documentation, please fax a copy of the signature document(s) to the IW2*nd* Contract Team. Other pertinent documentation may be e-mailed or faxed. Where the volume of the correspondence is large, please mail or hand-deliver to the IW2*nd* Contracts Team at the street address provided in the FOREWORD.

Microsoft Word is the preferred format for all textual documents; however, Word Perfect and ASCII text documents are also accepted. Spreadsheets should be submitted in Microsoft Excel or Lotus 1-2-3 formats.

1.10 SAMPLE FORMS & DOCUMENTS

APPENDIX B provides hyperlinks to all the forms and documents required for the TO process. These forms are also accessible from the NITAAC web site (http://nitaac.nih.gov).

1.11 TASK ORDER PROCESSING TIMES

TO processing times are targeted at 7 to 21 business days depending on order type and extent of competition. Table 1 below, IW2*nd* Task Order Processing Times, lists the performance goals for processing the requirement from receipt of a TORP by NITAAC through award of the TO to a prime contractor. These processing time lines begin once a complete and acceptable TORP has been received and approved by NITAAC. Incomplete or unacceptable TORPs will require additional time on NITAAC's part to advise the customer on acceptable minimum requirements. The proposal periods for FOC postings (where required) will typically be five to ten business days.

IW2*nd* Task Order Processing Times

Exception to Fair Opportunity (Sole Source)	7 to 14 business days
Competition	14 to 21 business days

1.12 CUSTOMER USAGE OF THE IW2*nd* CONTRACT

While some IW2*nd* prime contractors may be familiar to the customers, others may not be as well known. Customers are encouraged to do business with as many prime contractors as possible, speak to prime contractor representatives, test prime contractor equipment and investigate records of past performance when determining with whom to do business. IW2*nd* small and 8(a) businesses, collectively, have distinguished reputations for service and responsiveness comparable to the advantages large businesses may offer in terms of broad inventories and economies of scale. Only by customer support of all prime contractors can the IW2*nd* contract continue to provide the advantages of such a broad base of industry capabilities.

1.13 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. The Act 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.

The final rule for implementing Section 508 in the FAR was published on April 25, 2001 and became effective June 25, 2001 (see http://www.arnet.gov/far/FAC/fac97-27.pdf). It is applicable to both DOs and TOs issued on or after the effective date.

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 at http://www.section508.gov/index.cfm?FuseAction=Content&ID=12 or with comments and responses at http://www.access-board.gov/sec508/508standards.htm.

Part 39 of the FAR incorporates the Access Board's EIT Accessibility Standards and includes a new subpart, Subpart 39.2, specific to EIT. 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.)

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 many products will not initially meet all the technical standards in 36 CFR 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-Section 508 specifications must be selected.

Sample SOW text for addressing Section 508 of the Rehabilitation Act is provided in APPENDIX G.

2. DELIVERY ORDER PROCESS

This chapter describes the complete DO process from inception through order award. **This process is applicable for requirements identified as commercial hardware, software, integrated systems, solutions, and services.** The chapter first describes customer's responsibilities and then the prime contractor's responsibilities through order close-out. All the steps of the process for the customer, the contractors, and NITAAC are illustrated in Figure 1 below, which charts the steps of the DO process flow from initiation of the requirement through performance reviews and close-out, mapping each step to the party primarily responsible for completing the required activities (i.e., customer, prime contractor, or NITAAC). A description of the activities occurring at each step of the process follows.

Security-specific actions required for Department of Health and Human Services (DHHS) delivery orders are identified throughout this section and summarized in APPENDIX H. ***Customers from other agencies should prepare task orders in accordance with their agencies' security policies and guidelines***.

2.1 CUSTOMER RESPONSIBILITIES

This section describes the customer's responsibilities for DOs.

2.1.1 Step 1: Define Requirements

The customer, in accordance with the FAR, the Information Technology Management Reform Act (ITMRA), and agency procedures defines the requirements for commercial[2] hardware, software, integrated systems, solutions, and services.

2.1.1.1 Security Considerations Specific to DHHS Customers

The Delivery Order Security Attachment listed in APPENDIX B must be prepared if the delivery order involves:

- Information technology (IT) where the contractor will develop or have access to an agency Automated Information System (AIS), and is subject to the DHHS Automated Information System Security Program (AISSP), or
- Contractor access to sensitive information/data.

The general applicability of the Delivery Order Security Attachment is summarized by IW2*nd* Contract Line Item (CLIN) category in 0. See the Delivery Order Security Attachment and APPENDIX H for further guidance.

Applicability of DHHS Delivery Order Security Attachment by IW2*nd* CLIN Category

CLIN Category	Applicability of the Delivery Order Security Attachment
1. COTS Hardware Acquisitions	*Not likely, as this category generally does not involve contractor access to an AIS or to sensitive information*
2. COTS Software Acquisitions	*Not likely, as this category generally does not involve contractor access to an AIS or to sensitive information*
3. Integrated Systems, Services, and Solutions (ISSS)	*Likely, as this category may involve software or system installation, customization, or modification; definition of IT operational procedures; etc.*
4. Personnel Services (Labor)	*CLIN category 4 is not applicable to delivery orders*

[2] See the definition of a "commercial item" in the FAR, Part 2.

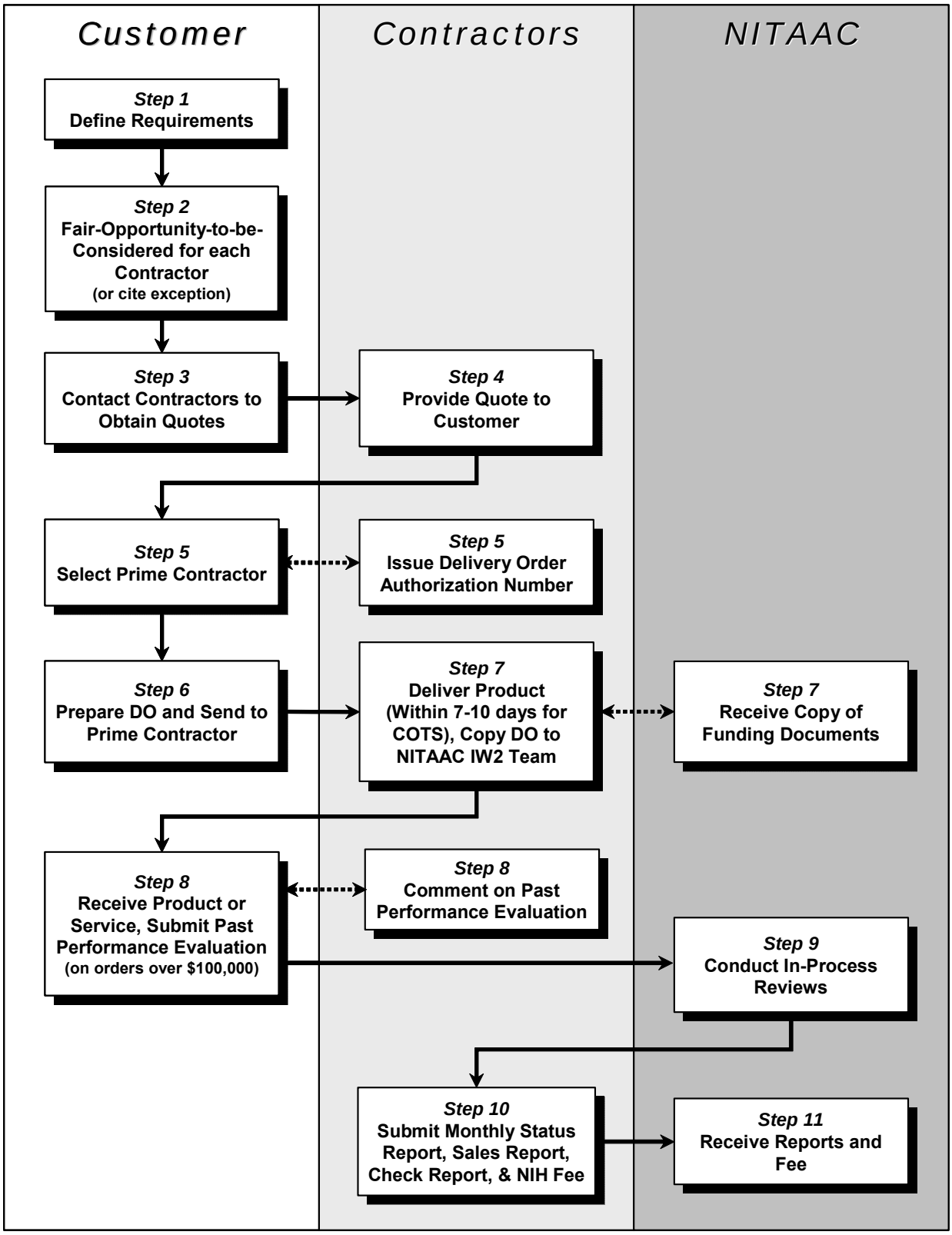


Figure 1. Delivery Order Process Flow Chart

2.1.2 Step 2: Apply "FOC" Rule to each IW2*nd* Contractor

To satisfy the FOC Rule, the customer must review all of the IW2*nd* prime contractors in the TFA that the requirement represents (prime contractors and their TFAs are listed in APPENDIX C). Prime contractors' electronic catalogs or price lists must be reviewed to determine whether they provide the required hardware, software, integrated systems, solutions, and services. The prime contractors' past performance and quality of goods/services provided previously may be used to determine capability under the current order. The electronic catalogs/price lists are available via the NITAAC home page at **http://nitaac.nih.gov**.

If the customer determines that one of the exceptions at FAR16.505(b)(2) applies, the customer must document the rationale for use of the exception to the FOC Rule before placing the order. 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 Accountable Management Official (AMO)). This documentation is to remain in the customer's official DO file and must be provided upon request to the IW2*nd* CO.

2.1.3 Step 3: Contact Contractors to Obtain Quotes

Based on the review conducted in Step 2, the customer shall solicit quotes from IW2*nd* prime contractors that provide the required hardware, software, integrated systems, solutions, and services.

DHHS Customers: If the Delivery Order Security Attachment was prepared in Step 1, attach it to the delivery order.

2.1.4 Step 5: Select the Prime Contractor

DOs placed against this contract utilize the "best value" approach to determine the DO awardee. This means that the lowest price is not the only criterion to be considered in a source selection. As part of the determination of best value, the customer must also review the delivery terms that each of the prime contractors offers on the required hardware, software, integrated systems, solutions, and services.

The customer may attempt to negotiate delivery schedules among the prime contractors it solicits in accordance with Step 3 above. Based on the customer's written best value analysis and documentation in the official DO file, the customer may place the DO.

If this is an NIH order, the best value analysis and written documentation is forwarded through the NIH approval channels using the Record of Call mechanism, whenever purchase cards are not used. External customers must follow their agency's procedures for placement of the DO. The customer's AMO or approving official must sign each DO.

Upon the selection of the award, the prime contractor issues the IW2*nd* DO Authorization Number. (See Section 2.2.2, Step 5: Issue Delivery Order Authorization.)

DHHS Customers: If a Delivery Order Security Attachment was prepared, have the Project Officer and ISSO review contractor quotations for compliance with the AISSP. For the selected quotation, finalize contractor position sensitivity designations identified in Section 3.b of the Delivery Order Security Attachment and then have the Project Officer and ISSO sign the Pre-Award Certification, also contained in the Delivery Order Security Attachment.

2.1.5 Step 6: Prepare the DO and Send it to the Prime Contractor

Once the official agency DO file has been documented with the best value determination and the prime contractor has been selected, and the customer's AMO or approving official has signed the order, the order may be placed with the selected prime contractor. The customer agency determines the proper form on which to place the order. For NIH customers, however, a Record of Call must be placed and entered into the Administrative Database, if the purchase card method is not being used.

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

All orders must include the following information:

- Customer's order number
- DO authorization number
- Order date
- Points of contact for DO issues and billing
- Appropriation/funding citation
- Billing and delivery addresses
- Contract Line Item (CLIN) Number and description
- Amount of funds obligated for each CLIN and for total obligation
- If this DO was spot priced (See the Glossary in APPENDIX A), a statement on the order indicating to which CLINs this applies, and any additional terms and conditions
- If the customer is an external customer, a subtotal of the order, a separate line item for the NIH processing fee, properly calculated and a grand total
- Period of Performance
- Signature of the customer's AMO (external customers only). The NIH AMO must print-review the Record of Call for NIH orders and sign.

2.1.6 Step 8: Receive Products or Services; Submit Past Performance Evaluations for Orders Over $100,000

The customer should have received an IW2*nd* DO Authorization Number from the prime contractor for each DO. If a modification to the DO is now necessary, the customer must receive the IW2*nd* DO Authorization Number suffix for that particular modification.

To monitor and record overall performance of each prime contractor, standard past performance evaluations are used for all IW2*nd* DOs in excess of $100,000. (See Section 5.2.4, Past Performance Evaluations, and the Past Performance Evaluation Report hyperlink in APPENDIX B.)

DHHS Customers: Verify that contractor employees obtain security training and successful background investigations as specified in the Delivery Order Security Attachment. Also have contractor employees execute the *Contractor Employee Non-Disclosure Agreement* (referenced in the DO Security Agreement and APPENDIX B) if required for execution of the work. That is, the order involves, in whole or in part, IT where the contractor will develop or have access to an agency AIS (or to Federal information processing resources). Per the AISSP, Section XIV.D.4.f, contractors may begin work prior to completion of security investigation: "When it is necessary to begin contract work without the appropriate investigations, contractor personnel may begin parts of the work that are not sensitive. They must be closely monitored until investigations have been completed; if approval cannot be obtained, contractor personnel must be replaced."

2.2 PRIME CONTRACTOR RESPONSIBILITIES

This section describes the prime contractor's responsibilities for DOs as well as additional information about the DO process. The steps of the entire DO process for the customer, the contractors, and NITAAC are illustrated in Figure 1 above. Note that this process is applicable for requirements identified as commercial hardware, software, integrated systems, solutions, and services.

The step numbers listed below refer to Figure 1.

2.2.1 Step 4: Provide Quote to Customer

Upon solicitation from the customer, the contractor submits a quote for the commercial hardware, software, integrated systems services and solutions, and personnel services.

When Servicing DHHS Customers: If a Delivery Order Security Attachment is received, include a quotation attachment to respond to the requirements identified in the Delivery Order Security Attachment.

2.2.2 Step 5: Issue Delivery Order Authorization Number

Upon selection for the DO, the contractor issues an IW2*nd* DO Authorization Number.

Each IW2*nd* prime contractor has been assigned a block of IW2*nd* DO Authorization Numbers. The numbers are to be used sequentially for each DO awarded. **These numbers are to be used only for DOs for items identified as commercial products and services. Any misuse of these numbers may result in the Government placing a moratorium on the prime contractor, during which time the contractor will be prohibited from accepting any orders or conducting any further business under this contract.**

2.2.3 Step 7: Deliver Product Within 7-10 Business Days

Upon receipt of a DO, the prime contractor may confer with the NITAAC CO to determine if it is proper, that is, it falls within the scope of the contract and includes all of the items in Section 2.1.5, Step 6: Prepare the DO and Send it to the Prime Contractor. **If the order does not fall within the scope of commercial products or services**, **it may not be processed further, but must be returned to the customer with an explanation of why it cannot be accepted.** If any of the items in Section 2.1.5 are missing or incorrect, or if the NIH processing fee or order amount is incorrectly calculated, the prime contractor shall notify the customer that the DO must be modified with the missing or correct information and then resubmitted. **The prime contractor may not accept an incomplete or incorrect DO.**

The prime contractor is to deliver the order within 7 to 10 business days after receipt of the DO for commercial products. An exception may be made on the recommendation of the customer's Project Officer and approved by the customer's CO.

The prime contractor must provide the Financial Team and the IW2*nd* Contract Team with a copy of each order with the IW2*nd* DO Authorization Number included, along with the monthly sales report submitted in accordance with contract Section F.7, Monthly Sales Report.

The prime contractor shall clearly identify all DO modifications by using the original IW2*nd* DO Authorization Number with a numerical suffix (e.g., 01, 02, 03, etc.) that corresponds to the appropriate modification. Again, the prime contractor is responsible for informing the customer of the Authorization Number and its suffix corresponding to the modification.

When Servicing DHHS Customers: If a Delivery Order Security Attachment is received with the customer's order, it may stipulate that contractor employees a) complete security training, b) undergo background investigations, and c) execute non-disclosure agreements prior to starting work.

If the prime contractor does not comply with these requirements, the contractor may be subject to a moratorium during which time it will be prohibited from accepting or filling any DOs.

2.2.4 Step 8: Comment on Past Performance Evaluation

Standard past performance evaluations are used for all IW2*nd* DO/TOs in excess of $100,000. The customer COTR forwards past performance evaluations to the prime contractor for comment. Prime contractor comments received by the customer within 30 days will be considered in the final evaluation. (See Section 5.2.4, Past Performance Evaluations, and the Past Performance Evaluation Report hyperlink in APPENDIX B.)

2.2.5 Step 10: Submit Monthly Status, Sales, and Check Reports

The prime contractor is responsible for submitting monthly Status, Sales, and Check reports, even if no DOs were received during the month. Copies of applicable orders, funding documents, and checks should be included with these monthly submissions.

2.3 NITAAC RESPONSIBILITIES

2.3.1 Step 7: Receive Copy of Funding Documents

NITAAC receives funding documents from the contractor as stipulated in Section 2.2.3, Step 7: Deliver Product Within 7-10 Business Days.

2.3.2 Step 9: Conduct in Process Reviews

For details regarding this step, see Section 5.1.1, In-Process Reviews.

2.3.3 Step 11: Receive Reports and Fee

Each prime contractor shall provide a Monthly Program Status, Sales, and Check Report to the CO. Also the prime contractor shall send a copy of the Monthly Sales and Check Report to the Financial Team. The prime contractor shall submit the NIH processing fee to the NIH OFM address listed below. The check will show the IW2*nd* Delivery Order Authorization Number and if paying for more than one order the check must show the individual dollar amounts and the IW2*nd* Delivery Order Authorization number for each order being paid. A copy of the actual check that was sent to the NIH OFM office shall be attached to the check report. The report shall show the NIH processing fees received that month.

NIH, OFM, Cashier's Office
Building 31, Room B1B39
31 Center Drive, MSC 2045
Bethesda, Maryland 20892

Two copies of the reports shall be sent (emailed, faxed, or mailed) to NITAAC, one copy to the IW2*nd* Contract Team and one copy to the Financial Team. Please see contact details on the first page of these guidelines.

2.3.4 Step 12: Close-Out Delivery Order

For details regarding this step, see Section 5.5, Delivery/Task Order Close Out.

2.4 PROTESTS

No protests are authorized in connection with the issuance or proposed issuance of a DO, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, under FAR16.505(b)(4), prime contractors may contact the customer-designated contract ombudsman with complaints about specific DOs on this contract. The ombudsman will review all complaints and ensure that all prime contractors were offered a FOC consistent with regulation, the contract, and these ordering 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

3. TASK ORDER PROCESS

NITAAC manages the TO Process through a two-step documentation submission procedure that includes 1) the TORP and 2) the SRDP. The TORP is the documentation package that starts the IW2*nd* TO Process. The TORP is intended to provide the information required by NITAAC to verify scope of work, exceptions to fair opportunity, etc., and the information required by the prime contractors to prepare a proposal in response to the SOW.

Customers are encouraged to contact the IW2*nd* team at the address provided in the FOREWORD to discuss projected TO requirements and to obtain guidance in the preparation of complete and acceptable documentation. In addition, the customer's AMO or CO must be involved early in the process, preferably at the time of the TORP submission. This will streamline the process and avoid possible misunderstandings.

Figure 2 below charts the TO Process Flow, from obtaining general information and initiation of the requirements through TO performance and closeout, and maps each step to the party (i.e., the customer, prime contractor, or NITAAC) primarily responsible for completing the required activities. A more detailed description of the activities occurring at each step is included in the following paragraphs of this chapter.

Security-specific actions required for DHHS task orders are detailed throughout this section and then summarized in APPENDIX H. ***Customers from other agencies should prepare task orders in accordance with their agencies' security policies and guidelines.***

3.1 STEP 1: CUSTOMER OBTAINS TO PROCESS AND GENERAL INFORMATION

The customer should first obtain general information about the IW2*nd* contract. This is covered by the topics in Chapter 1 and is applicable to both the DO and TO Processes. The reference to Step 1 is included here for consistency with the TO Flow Process.

3.2 STEP 2: CUSTOMER PREPARES THE TO REQUIREMENTS PACKAGE (TORP)

The customer defines the requirements and prepares and submits a complete TORP to the IW2*nd* CO. The IW2*nd* CO or designated representative will review the TORP and if complete, will assign a NITAAC Tracking Number within three business days of receipt. This NITAAC Tracking Number is required for identification purposes for all correspondence.

In accordance with FAR7.105, the TORP must contain a description of the strategies for implementing performance-based methods or shall provide a rationale for not using these methods. The methods must include measurable performance standards, procedures for reductions of the price of a fixed-price TO when services are not performed or do not meet contract requirements, and performance incentives where appropriate. (See FAR37.6.)

A complete TORP consists of the information contained in the following paragraphs. Materials should be transmitted via E-mail to NIHIMAG2@od.nih.gov, with those documents that require signature faxed separately to the IW2*nd* Contracts Team at the fax number provided in the FOREWORD. (See the TORP Transmittal Letter hyperlink in APPENDIX B for a concise overview of TORP contents.)

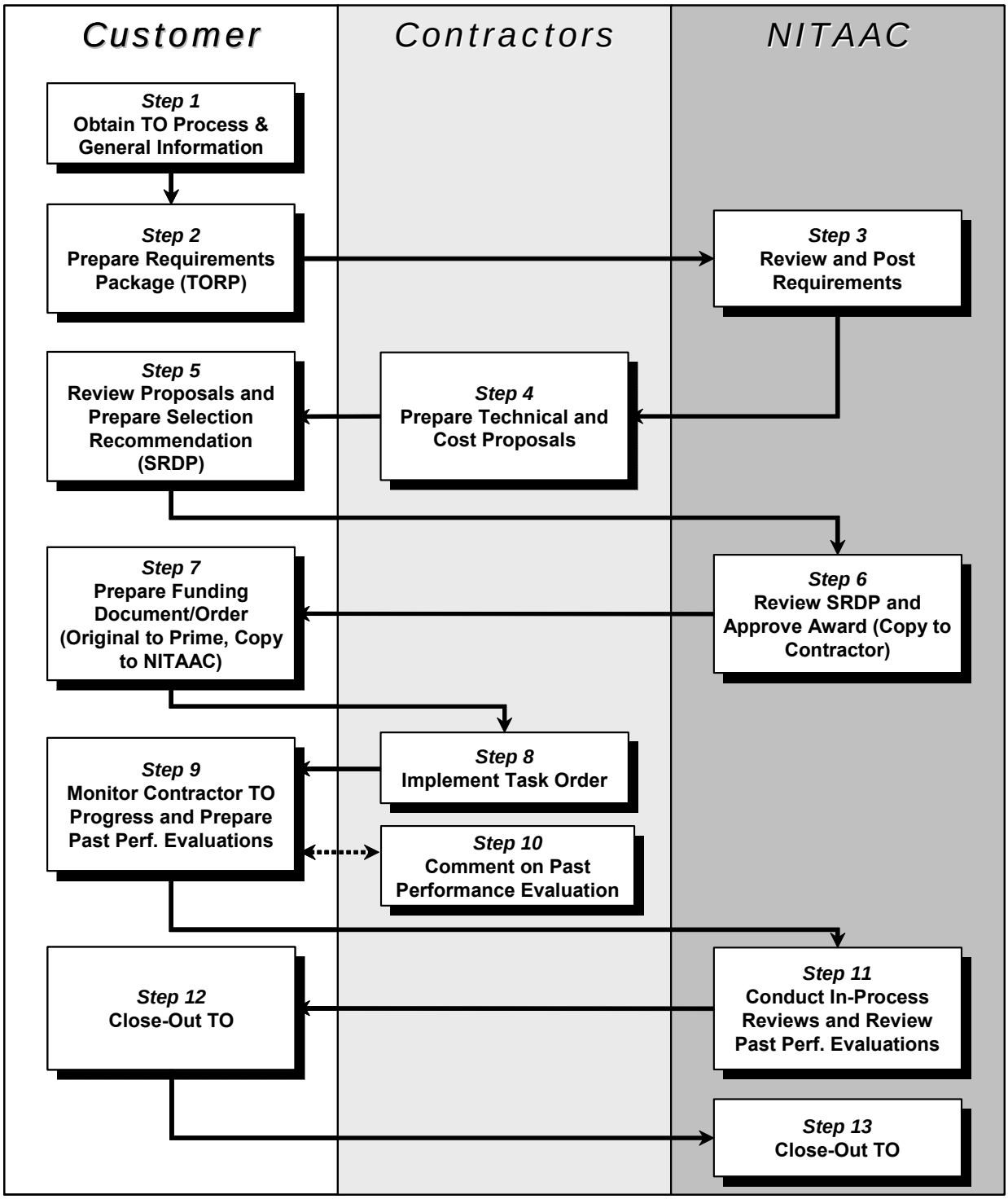


Figure 2. Task Order Process Flow

3.2.1 Statement of Work

A complete **performance-based** SOW formatted and containing all the applicable items as shown in the sample SOW listed in APPENDIX B is essential. It is vital that the TFA(s) being utilized is (are) clearly stated. IW2*nd* stresses "solutions-based contracting" as defined in the Clinger-Cohen Act (ITMRA). Thus, the SOW includes an "Objectives" section allowing the customer to emphasize the desired end state or performance metric to be achieved. The SOW also stresses prime contractor qualifications in the evaluation criteria section, mandating the assessment of past performance, technical/management approach, and price as minimum evaluation criteria for every order. Other evaluation criteria that can be considered in addition to the above mandatory criteria include risk/program impact, and/or other relevant information. The customer must develop evaluation criteria that describe the relative importance of each criterion.

3.2.2 TORP Security Certification

This subsection applies specifically to DHHS customers.

Certification regarding the applicability and adequacy of security controls is required.

If the SOW involves, in whole or in part, IT where the contractor will develop or have access to an Automated Information System (AIS), then the TORP must include the *TORP Solicitation Certification* memorandum (see APPENDIX B).

If the SOW does not involve IT where the contractor develops or accesses an AIS, then the TORP must include the *TORP Solicitation Certification Not Applicable* memorandum (see APPENDIX B).

3.2.3 Independent Government Cost Estimate (IGCE)

The customer should use an appropriate methodology for arriving at this estimate. The breakout should be as specific as possible, estimating number and mix of labor hours, ODCs, travel, materials, etc. See APPENDIX B for a hyperlink to a sample IGCE template. Use of historic information is always appropriate.

3.2.4 Point of Contact Information for NITAAC and Prime Contractor Use

The customer's AMO and CO (if these are not the same individual), and the Contracting Officer's Technical Representative (COTR) are key contacts throughout the process. The TORP must provide name, title, address and phone, e-mail, and fax numbers of each of these individuals. The customer's AMO or approving offical must review the TORP prior to its submission to the IW2*nd* Contracts Team.

3.2.5 Funding Strategy

Funding strategy includes the type(s) of funds, the funding approach (fully funded, phase funding, etc.) and a statement of funds availability. For example, if it is expected that $1,000,000 will be obligated for one year of performance, the funding strategy should include a statement of whether the entire $1,000,000 will be obligated at one time or over a series of TO modifications.

3.2.6 Proposal Instructions

This section includes all the necessary information the prime contractors will need to prepare and submit a proposal. This includes the method of submission (oral, written, e-mail, or combination), the proposal due date, the points of contact (POCs) for questions and proposal receipt, addresses (both e-mail and street address, as appropriate), phone numbers, fax numbers, etc. The customer may also include any special instructions that should be highlighted in NITAAC's initial e-mail announcement to the prime contractors.

3.2.7 Special Instructions for "Exception to the FOC" Rule

If one of the exceptions cited by the FAR16.505(b)(2), applies (See APPENDIX D for a Listing of Exceptions), the appropriate agency CO or other designated agency official must send a signed justification citing the rationale for using the exception, along with the TORP documentation, to the IW2*nd* Contracts Team. This documentation must also remain in the customer's official TO file.

In addition to the above requirements, the customer must ensure, in accordance with statutes and Federal/Agency regulations, where applicable, that the requirements of ITMRA, the Government Performance and Results Act of 1993, OMB Circular A-130, and other pertinent statutes/regulations regarding security measures, performance metrics, and architectural standards have been followed.

3.2.8 Lease or Purchase Acquisition Considerations

For leasing acquisitions, customers should consider the minimum requirements outlined in FAR7.401. If a requirement contains leasing, a lease purchase justification must be signed by the customer's AMO or approving official and provided to the IW2*nd* CO with the TORP.

3.2.9 Submission of the TORP

The IW2*nd* contracts are intended to expedite and streamline procurement practices whenever possible. NITAAC encourages submission of the TORP via e-mail. Alternately, submission by fax, express mail, and if necessary, regular mail (to the IW2*nd* Contract Team at address in the FOREWORD) are also acceptable, although these alternatives may extend the order processing time. If a signed document is to be submitted, NITAAC encourages submission of the signature page only by fax and the remainder of the document via e-mail, to the maximum practical extent.

The methods of submission for TORP information and all other documents, in order of preference, are as follows:

1) Download, fill out and return by e-mail
2) Print, fill out, and fax back
3) Print, fill out, and physically return in hard copy form

3.2.10 Verifying NITAAC Receipt of the TORP

If not contacted within three business days of TORP submission, the customer should call the NIH IW2*nd* CO to verify receipt and assignment of a Tracking Number. The Tracking Number is the primary means of identifying the customer effort prior to award authorization. All correspondence and interaction with NITAAC will be expedited by referencing the Tracking Number.

3.3 STEP 3: NITAAC REVIEWS AND POSTS REQUIREMENT

NITAAC staff will review the TORP and if complete, assign a NITAAC Tracking Number within three business days.

3.3.1 Purpose of NITAAC Review

The NITAAC staff will evaluate the package and determine, among other things, the following particular items:

- TFA(s), under which the acquisition is being issued, is/are cited
- Applicability of the SOW with respect to scope
- If the requirement is presented as a performance-based SOW

- Proper use and adequacy of the required evaluation criteria[3]
- Realism of the independent government cost estimate
- Adequacy of the justification used for the exception to the requirement for FOC, if applicable
- A statement that the NIH Processing Fee (of the obligated amount of the TO) will be paid as a separate fixed-price line item on the TO (external customers only)
- *For DHHS Customers*: Either of the following certification memoranda is included: *TORP Solicitation Certification* or *TORP Solicitation Certification Not Applicable*. If the SOW does involve IT development or AIS access, or access to sensitive information, then the SOW must also include the applicable security provisions detailed in Section 10 of the sample SOW.

3.3.2 Fair Opportunity Process

When the NITAAC staff has determined that the TORP is complete and properly documented, NITAAC will notify the customer and announce the requirement via e-mail to all IW2*nd* prime contractors within the specified TFA, unless it meets the requirements for an exception to the FOC rule. Each prime contractor evaluates the opportunity and determines whether or not to submit a proposal.

3.3.3 Exception to the FOC Process

Any FAR 16.505 qualified exceptions to the FOC rule must be signed by the customer's AMO or the individual within the customer's agency who has been delegated that authority in accordance with FAR16.505(b)(2). If the exception cannot be approved by the IW2*nd* CO, the IW2*nd* CO will contact the customer to determine an appropriate course of action:

- Require further documentation to support the exception
- Return the TORP to the customer without further action, or
- Proceed with awarding the task using the FOC rules (That is, announce the requirements to all IW2*nd* prime contractors within the specified TFA. A qualified TO would be announced as follows: This TO satisfies the requirement for "FOC" rule.).

If the IW2*nd* CO concurs that the cited exception is justified, an e-mail announcement of the SOW will be sent only to the prime contractor identified in the justification of the TO requirement.

3.3.4 Prospective Offeror Non-Disclosure Agreement

When Servicing DHHS Customers: The SOW may direct contractors to execute the *Prospective Offeror Non-Disclosure Agreement* (see APPENDIX B) prior to proposal preparation.

3.4 STEP 4: PRIME CONTRACTORS PREPARE TO PROPOSALS

The IW2*nd* contract describes the procedures that the prime contractors must follow when responding to a TO. The prime contractors will generally be allowed between five to ten business days to prepare and submit written proposals (when written proposals are required); however, more or less time may be necessary based on the particular TO requirements. The proposal due date shall be set forth in each announcement.

It is the prime contractor's responsibility to ensure that all proprietary information is appropriately marked.

3 Proposals must be evaluated against the stated criteria, which have been identified as to their relative importance or weight.

3.4.1 Technical Proposals

Oral and/or written technical proposals shall address all requirements of the SOW (a hyperlink to a sample SOW is provided in APPENDIX B.) Other items that should be included in the technical proposal (as applicable) include:

- Key personnel and résumés
- Quantities/hours of personnel by labor categories
- ODCs and rationale
- Notification and request for consent to use new subcontractors
- Labor category qualifications of any new labor categories to be used for the TO
- If any subcontractors are to be used in performance of the TO, a list of those subcontractors, number of hours, labor categories and associated costs

3.4.2 Business/Price Proposals

A fax/hard copy and/or electronic media business proposal is always required. This area of the proposal shall include detailed price amounts of all resources required to accomplish the task, (i.e., labor-hours, equipment, travel, etc.).

The contractor(s) shall provide an original cost/price proposal to the customer. The proposal shall:

- Identify labor categories and associated hours, in accordance with Section B of the contract (Labor Rate Tables) and the number of hours required for performance of the task.
- Identify hardware, software, turnkey systems, and ODC CLINs required, including associated elements (e.g., installation, shipping, maintenance, warranty, etc.).

The contractor(s) must provide a business proposal that includes the identification and rationale for all non-labor and ODC cost elements and identifies any Government Furnished Property (GFP) and/or Government Furnished Information (GFI) required for task performance.

3.4.3 No Bids

Any prime contractors solicited, if they desire, may submit a NO BID. All No Bids shall include a brief statement as to why the prime contractor has elected to forego the opportunity (e.g., Conflict of Interest, etc.). The NO BID may be a simple e-mail message addressed to the IW2*nd* Contracts Team and the customer POC.

3.5 STEP 5: CUSTOMER REVIEW OF PROPOSALS AND PREPARATION OF SRDP

The customer evaluates prime contractors' proposals, performs a Best Value analysis and selects the prime contractor that can provide the best value. As the second step of the documentation submission procedure, the customer then prepares a complete SRDP to be faxed/sent to the IW2*nd* CO for approval of the TO award.

3.5.1 Evaluation and Discussions

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

After evaluation and any discussions, the customer will perform a Best Value analysis of the information contained in the proposals using the stated evaluation criteria. Based on the results

of the evaluation, it is ultimately the customer's responsibility to select the prime contractor that can provide the best value to the Government.

The customer is responsible for ensuring that proprietary information contained in a prime contractor's proposal is protected from unauthorized disclosure.

3.5.2 Security Review

This subsection applies specifically to DHHS customers.

If the SOW involves, in whole or in part, IT where the contractor will develop or have access to an AIS and is subject to the security requirements of the DHHS AISSP, then have the project officer and ISSO review proposals for compliance with the AISSP. Also, finalize contractor position sensitivity designations identified in Section 10.3.b of the sample SOW.

3.5.3 SRDP Contents

After completion of the evaluation, discussions if any, and Best Value analysis, the customer prepares a complete SRDP to be sent to the IW2*nd* CO for approval of the TO for award. The SRDP includes the information contained in the following paragraphs.

3.5.3.1 Solution Recommendation Document

The Solution Recommendation Document describes the selection processes and serves as evidence that the "FOC" rule was applied, unless an exception was taken under FAR16.505(b)(2). This document includes:

1) A statement indicating whether announcement of the TO requirement was made to all prime contractors qualified in the TFA under which the requirement is being place or if an exception to the "FOC" rule was cited in the TORP (cite the exception used)
2) The selection criteria/methodology used to evaluate the competing prime contractors
3) The results of the evaluation
4) The rationale for the selection of the prime contractor, including a summary of any negotiations conducted**,** a listing of subcontractors proposed and accepted, if applicable**,** price analysis and best value analysis
5) The total dollar amount, the funded amount and the amount obligated on the award, and the date of the final, accepted proposal
6) A statement of how the funded amount is to be obligated, e.g., if a $1,000,000 TO is to be awarded, whether the total amount will be obligated with the order, or whether the obligations will be made over a period of time encompassing several TO modifications (This explanation should be specific in order that the IW2*nd* Contract Team and Financial Team can maintain accurate tracking of the order and fee amounts)
7) Signature of the customer's AMO or approving official

3.5.3.2 SRDP Security Certification

This subsection applies specifically to DHHS customers.

If the SOW involves, in whole or in part, IT where the contractor will develop or have access to an AIS and is subject to the security requirements of the DHHS AISSP, then include in the SRDP the *SRDP Security Certification* (See APPENDIX B).

3.5.3.3 NIH Processing Fee (external customers)

The SRDP must contain a statement identifying the NIH processing fee amount as a separate fixed price item that will be paid upon the first invoice from the prime contractor. See Chapter 4, NIH Processing Fee, for a discussion of how to pay this required fee.

3.5.3.4 Copies of All Proposals

Copies of all proposals received in response to a TO announcement should be submitted to the IW2*nd* CO along with the SRDP. This includes any best and final offers.

3.5.3.5 SOW Updates or Changes since Submission of the TORP, if Applicable

If applicable, updates or changes to the SOW or TORP since original submission should be submitted to the IW2*nd* CO to update the documentation.

3.5.4 SRDP Submission

In all cases, whether the "FOC" rule was followed or whether an exception is cited, the SRD must be signed by an AMO of the customer organization. The AMO thereby certifies the evaluation and best value decision were conducted fairly and in accordance with existing regulations and these Guidelines.

SRDP documentation should be submitted via e-mail whenever possible, concurrently with faxed copies of documents requiring signatures. The customer should ensure that all documents reference the NITAAC Tracking Number.

3.6 STEP 6: NITAAC REVIEWS SRDP AND APPROVES TO AWARD

Upon receipt of the SRDP from the customer, the IW2*nd* Contract Team conducts a review to ensure that administrative and regulatory requirements have been met, the SRDP has been adequately documented, proper evaluation procedures were followed and documented, fair treatment was provided during the evaluation process, and *for DHHS customers*, the *SRDP Security Certification* is included, if applicable.

3.6.1 NITAAC Approval Letter

Upon completion of the review, NITAAC will provide the customer with a NITAAC Approval Letter authorizing the customer to issue an order to the selected prime contractor. NITAAC will also provide a copy of the letter to the prime contractor. The letter will document NITAAC's concurrence with the SRDP and identify the following elements of the award:

- The prime contractor to be awarded the order
- The IW2*nd* TO Authorization Number to be used on the customer order
- The order value and obligated amount
- The amount of the NIH Processing Fee (if applicable) *and how the order is to be funded and obligated*

See APPENDIX B for a hyperlink to the NITAAC Approval Letter template.

3.6.2 Award Announcements

NITAAC will announce the award decision to all prime contractors via email. This includes awards made under one of the exceptions to the "FOC" rule.

3.6.3 Debriefings

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

3.6.4 Protests

No protests are authorized in connection with the issuance or proposed issuance of a TO, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. However, under FAR16.505(b)(4), prime contractors may contact the customer-designated contract ombudsman with complaints on specific TOs on this contract. The ombudsman will review all complaints and ensure that all prime contractors are offered a "FOC" consistent with regulation, the contract, and these Guidelines. The designated NIH ombudsman for this contract is:

Senior Advisor to the Deputy Director for Intramural Research and
NIH Competition Advocate for Station Support
Building 1, Room 140
9000 Rockville Pike
Bethesda, MD 20892

3.7 STEP 7: CUSTOMER PREPARES THE FUNDING DOCUMENT

Once the NITAAC Approval Letter is received, the customer prepares the appropriate funding document/order. The original copy of the funding document/order is sent to the prime contractor. **The customer shall provide a copy of the funding document/order by fax or hard copy to the Contractor and IW2*nd* CO within five business days of TO award**. **The order must contain the NIH processing fee (external customers only) as a separate FP line item**. The NIH processing fee is based on the amount obligated on the funding document/order and whether the award is made to a large or small business. (See Section 4.1.2, NIH Processing Fee Terms.) The prime contractor bills the NIH processing fee on the first invoice sent to the customer. The order must also contain the IW2*nd* TO Authorization Number. (**For NIH internal customers using the Record of Call mechanism, this number is placed in the ADB Record of Call Screen under the "Remarks" field).** At a minimum the order must contain the following:

- IW2*nd* TO Authorization Number
- Order date
- Customer Order Number
- Point of Contact for Billing Purposes
- Funded Amount and the Amount of Funds Obligated Under this TO
- Appropriation/funding citation
- Identification of the NIH Processing Fee as a separate FP line item (external customers only)
- The SOW (Note: the prime contractor's proposal may be referenced, if desired)
- Billing Address and Delivery Address
- Period of Performance
- **Signature of the customer's AMO or approving official (External Customers only).** The NIH AMO or approving official must print-review the Record of Call, and ensure that the IW2*nd* TO Authorization Number appears in the ADB Record of Call Screen under the "Remarks" field.

3.7.1 Contractor Employee Investigations and Non-Disclosure Agreement

This subsection applies specifically to DHSS customers.

The Project Officer submits requests for contractor employee investigations in accordance with SOW Section 10.3.b, and then verifies completion. Per the AISSP, Section XIV.D.4.f, contractors may begin work prior to completion of security investigation: "When it is necessary to begin contract work without the appropriate investigations, contractor personnel may begin parts of the

work that are not sensitive. They must be closely monitored until investigations have been completed; if approval cannot be obtained, contractor personnel must be replaced."

The Project Officer must obtain from each contractor employee having access to sensitive information the signed and witnessed *Contractor Employee Non-Disclosure Agreement* (see APPENDIX B) prior to starting work under the task order.

3.8 STEP 8: PRIME CONTRACTOR IMPLEMENTS TO

The prime contractor is authorized to start work upon receipt of the NITAAC Approval Letter, and the customer's funding document/order.

When Servicing DHHS Customers: Prior to starting work and as specified in the task order SOW, it may be necessary to complete security training, background investigations, and *Contractor Employee Non-Disclosure Agreements* (see APPENDIX B).

3.9 STEP 9: CUSTOMER MONITORS CONTRACTOR TO PROGRESS

The customer's project officer (PO) provides "front-line" day-today monitoring of the TO during performance. The PO is responsible for monitoring and assessing the prime contractor's TO performance to assure timeliness, quality of deliverables, and reasonable cost results (e.g., TO costs stay within budget), etc. (See APPENDIX B hyperlink to the Past Performance Evaluation Report template.)

Contract level issues that arise during TO performance may be referred to NITAAC for resolution (e.g., contract disputes or contract terminations etc.).

Standard past performance evaluations are used for all IW2*nd* TOs to monitor and record overall past performance of each prime contractor.

DHHS Customers: Verify that contractor employees obtain security training and successful investigations as specified in the task order SOW.

3.10 Step 10: Prime Contractor Comments on Past Performance Evaluation

Standard past performance evaluations are used for all IW2*nd* DO/TOs in excess of $100,000. The customer COTR forwards past performance evaluations to the prime contractor for comment. Prime contractor comments received by the customer within 30 days will be considered in the final evaluation. (See Section 5.2.4, Past Performance Evaluations, and the Past Performance Evaluation Report hyperlink in APPENDIX B.)

3.11 STEP 11: NITAAC CONDUCTS IN-PROCESS REVIEWS

For details regarding this step, see Section 5.1.1, In-Process Reviews.

3.12 STEP 12: CUSTOMER CLOSES-OUT TO

For details regarding this step, see Section 5.5, Delivery/Task Order Close Out.

3.13 STEP 13: NITAAC CLOSES-OUT TO

For details regarding this step, see Section 5.5, Delivery/Task Order Close Out.

3.14 OPTIONAL CONTRACTOR DOWN-SELECT PROCESS

Optionally, Government customers using the IW2*nd* contract may choose a "down-select" process to limit the number of offerors that prepare fully developed technical and cost proposals. Figure 3, Task Order Process Flow with a Down Select Option, charts the necessary steps. Note that the initial steps are the same, whether the customer chooses the down-select option or not.

The down-select process does not eliminate any steps of the TO process, but may greatly shorten the amount of effort for the customer and contractors. For customers, the number of proposals to be evaluated may be fewer and for contractors who are not selected during the down select, the accelerated technical review saves them the costly effort of preparing the full proposal.

Step 1. A government customer should begin the TO process by obtaining general information on IW2*nd*. This information is available in Chapter 1, General Information, or the NITAAC Web site. Examples of down-select approaches and criteria will be available on the Web site.

Step 2. The customer must define the task requirements and prepare the TORP. Assuming the customer opts for the down-select process, the customer develops a down-select approach and technical evaluation criteria. The approach and criteria are submitted to NITAAC with the TORP.

Step 3. NITAAC reviews the TORP, the down-select approach, and task-specific technical evaluation criteria. NITAAC assigns a Tracking Number, and announces the requirements, the down-select approach, and criteria within three business days by email to eligible IW2*nd* prime contractors.

Step D1. Contractors prepare a "white paper" (or other format) addressing the requirements. See APPENDIX F for a sample outline of the down-select white paper and the corresponding evaluation criteria matrix. At least five business days must be allowed for preparation. Contractors may also be requested to give an oral technical presentation.

Step D2. Using the down-select technical evaluation criteria, the customer selects offerors, and documents the selection process. The documentation of the down-select process should include the customer's evaluation against the established criteria. The customer transmits the list of selected prime contractors and documentation to NITAAC.

Step D3. NITAAC reviews the down-select process and results, and notifies both the successful and unsuccessful prime contractors. For the successful contractors, the normal task-order process resumes, that is, they prepare and submit full technical and cost proposals (Step 4). Unsuccessful contractors are not given an opportunity to further participate.

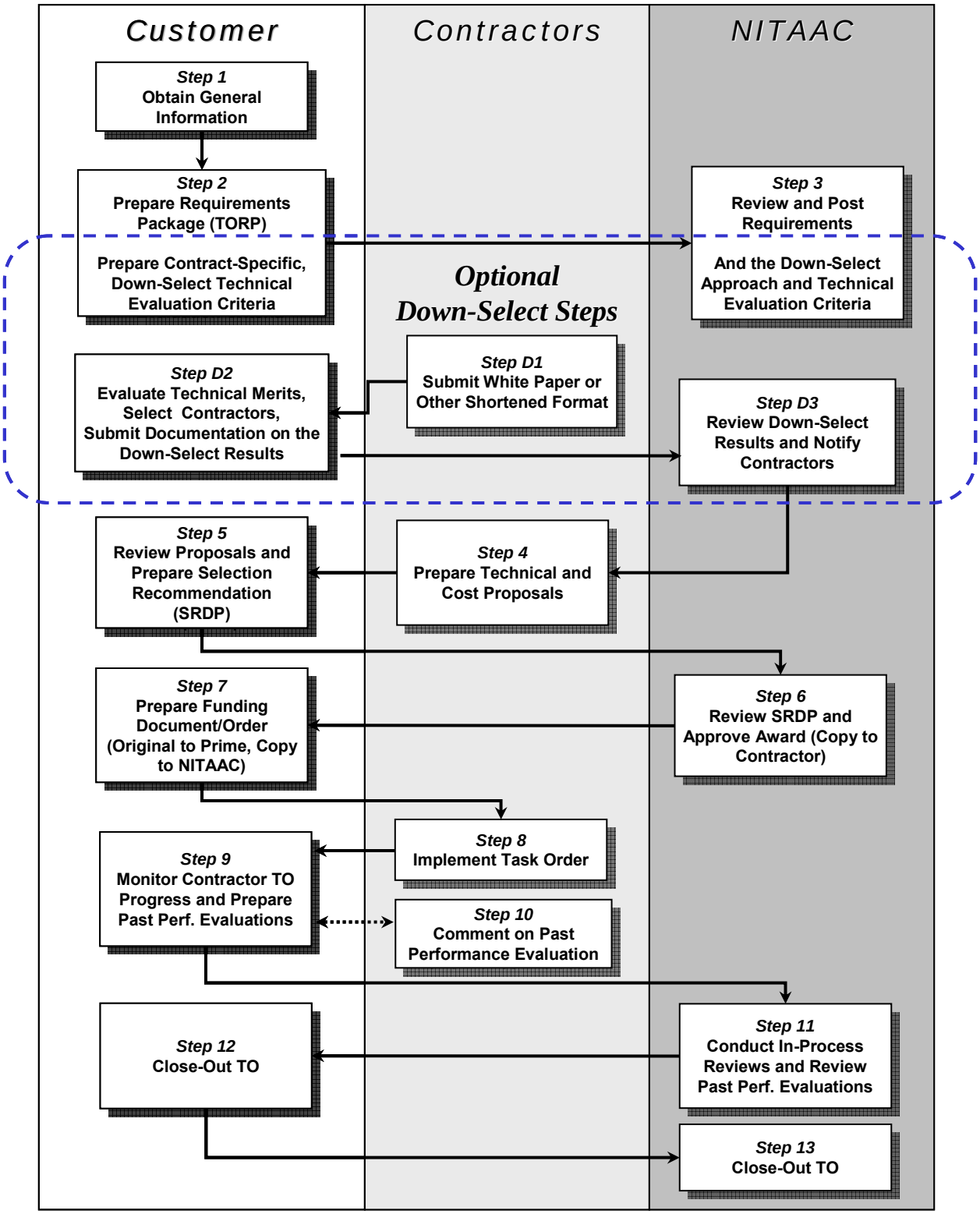


Figure 3. Task Order Process Flow with a Down Select Option

4. NIH PROCESSING FEE

The following paragraphs describe how the customer pays the NIH Processing Fee.

4.1 PRIME CONTRACTOR FEE COLLECTION (EXTERNAL CUSTOMERS ONLY)

The only method of payment of the NIH Processing Fee is directly through the prime contractor.

4.1.1 Contract Administration

The processing 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 prime contractor invoice. The NIH Processing Fee must be added as a separate line item on the original order or modification.

4.1.2 NIH Processing Fee Terms

If the DO/TO amount is less than $25,000, there is a minimum NIH processing fee of $250. If the DO/TO amount is equal to or greater than $25,000, the NIH processing fee is derived from Table 2 below.

If a modification is required to a DO/TO that adds new items (e.g., additional items and/or prices added) or adds additional funds (e.g., phase funding actions, exercise of options, etc.), the same NIH Processing Fee Schedule applies to determine the NIH Processing Fee for the modification. That is, the fee for each funding action is considered separately. If there is a modification to the DO/TO that decreases and/or offsets previous items, there is no decrease or refund in the NIH Processing Fee originally paid. Fees associated with leases follow the same schedule.

NIH Processing Fee Schedule (External Customers)

Business Category	Task Order Amount			
Thresholds	$0 – 1M	$1M – 5M	$5M – 10M	Over $10M
Small Business Fee %	1%	0.75%	0.50%	0.25%
Large Business Fee %	1%	1%	1%	1%

4.1.3 Placing an Order

The customer agency must perform the following tasks when placing an order.

- DOs

  Each prime contractor has been given a list of IW2*nd* DO Authorization Numbers. Upon selection for a DO, the prime contractor will issue the next consecutive number. The contractor must make the customer aware of the Authorization Number by e-mail, regular mail, telephone or fax.

  The customer must include the IW2*nd* DO Authorization Number on the face page of the DO, send the DO to the contractor, and provide a copy to the IW2*nd* Contract Team.

- TOs

  When the Approval Letter is released, the NITAAC CO issues the IW2*nd* TO Authorization Number.

The customer must include the IW2*nd* TO Authorization Number on the face page of the TO, send the TO to the contractor, and provide a copy to the IW2*nd* Contract Team. A new number must be obtained for each new TO.

- Further Procedures Applicable to Both Delivery and TOs

  Upon notification of the IW2*nd* Authorization Number, the customer must email, fax, or mail a copy of the funding document/order that includes a separate line item for the NIH processing fee, to the following:

  - Selected prime contractor
  - IW2*nd* Contract Team
  - Financial Team

Prime contractors have been directed to reject orders or modifications received with a missing or incorrect NIH fee. The mail/fax addresses of the Financial Team and IW2*nd* Contract Team are provided in the FOREWORD.

The prime contractor will bill for the NIH Processing Fee in full on the first invoice. The prime contractor must remit the fee to the NIH *within the same month* payment was received from the customer.

4.2 PROCEDURES UNIQUE TO NIH (INTERNAL CUSTOMERS)

Records of Call - For any order, the IW2*nd* TO Authorization Numbers (for TOs only) or the IW2*nd* DO Authorization Number (for DOs only) should appear in the Administrative Database Record of Call Screen under the “Remarks” field.

A Government-wide commercial purchase card can be used to procure imaging supplies and services as long as the complexity of the requirement or the non-routine nature of the work does not require a written SOW. Please contact an IW2*nd* CO for further information.

5. CONTRACT AND DELIVERY/TASK 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/TO.

5.1 CONTRACT LEVEL MANAGEMENT

NITAAC tracks and guides contract performance over the life of the IW2*nd* contracts. NITAAC employs 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

NITAAC conducts an In-Process Review (IPR) for each contract annually. IPRs are designed to show the work accomplished and underway, to ensure the work is utilizing approved standards, architectures, and guidelines, and to surface issues encountered during TO/DO execution (e.g., discrepancies between customer approaches or requirements, lack of information or guidance needed, etc.). These reviews encompass assessment of past performance evaluations and prime contractor's Monthly Program Status Reports (MPSRs).

5.1.2 Monthly Program Status Report

Each prime contractor must prepare a MPSR, even if there has been no activity under the contract. It includes a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the TO level. It provides:

- A technical activity summary, organized by Customer Order Number and IW2*nd* DO Authorization Number/ IW2*nd* TO Authorization Number
- Government furnished property reports

The report must be received via e-mail (NIHIMAG2@od.nih.gov), fax, and/or hard copy no later than the 10th of the following month.

5.1.3 Monthly Sales Report

The prime contractor shall provide copies of the Monthly Sales Report (MSR) to the Financial Team and to the IW2*nd* CO by the 10th of each month. If there is no sales activity, the report is still required stating "No Sales". As attachments to the monthly sales report, the prime contractor will send copies of all Federal Agency sales orders (e.g., DOs, TOs, Record of Call Orders, and any modifications to DO/TOs or Records of Call) that are itemized on the submitted sales report being submitted. The MSR and copies of sales orders should be faxed, mailed, or delivered to the Financial Team and the CO at the addresses provided in the FOREWORD.

5.1.4 Monthly Check Report

The prime contractor sends a single monthly check to the **NIH Office of Financial Management (OFM)**. The check must be payable to NIH and be identified with the following information:

NITAAC
Contract Name: Image Word 2 *New Dimensions*
Contract Number:
Appropriation/CAN Number: 4554/0440

This check represents the sum of all NIH processing fees received that month. The OFM address is as follows:

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

The prime contractor is required to send a Monthly Check Report (MCR) to NITAAC for each month the contractor is submitting a fee reimbursement check to OFM. The report will contain order information related to the NIH Processing Fees that are being paid by the check sent to OFM, showing individual dollar amounts and the IW2*nd* DO/TO Authorization Number for each order being paid. A copy of the actual check that was sent to OFM is to be attached to the report.

Two copies of the report should be sent (faxed, emailed, or delivered) to NITAAC. One copy will be sent to the IW2*nd* Contract Team and one copy to the Financial Team. This report is due by the 10th of the following month at the addresses listed in the FOREWORD.

5.1.5 Central Files

NITAAC maintains central files for each IW2*nd* contract. The file contains the contract and all documentation; all contract modifications, correspondence, and past performance evaluation reports; and copies of DO/TOs, DO/TO documentation, and DO/TO modifications. The customer maintains the official TO file and associated documentation.

5.2 DELIVERY/TASK ORDER MANAGEMENT

5.2.1 Day-to-Day-Monitoring

The customer's COTR and AMO or approving official provide "front-line" day-to-day monitoring of the DO/TO during execution. The COTR is responsible for monitoring and measuring the prime contractor's DO/TO performance using performance metrics established during the requirements stage for DOs or during preparation of the TORP.

The metrics should provide subjective and objective measures that will be used to assure timeliness, quality of deliverables, and reasonable cost results (e.g., the TO costs stay within budget), etc. Subjective measures that affect performance and can be measured include cooperation, problem solving and avoidance, correct staffing levels, adopted efficiencies, effective use of office and communication tools, reporting, etc. These measures will be used to complete the evaluation of the prime contractor's performance for each DO/TO.

Contract level issues that arise during DO/TO 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 also responsible for inspection and acceptance of deliverables. If deliverables are rejected, this must be documented in writing to the prime contractor, with recitation of the requirement and factual statements of how the prime contractor failed to meet these requirements. A copy of any rejection notice must be sent to the IW2*nd* CO. The customer's COTR and AMO or approving official should take rejection of deliverables into account when preparing past performance evaluations.

5.2.3 Acceptance of Invoices

The customer's COTR and AMO or approving official are responsible for reviewing and accepting invoices submitted by the prime contractor for each DO/TO. They must verify that supplies/services and all other costs invoiced were received. The AMO or approving official should ensure that this review and acceptance is documented in the DO/TO file. The Customer is responsible for payment and disbursement. This includes the NIH processing fee.

5.2.4 Past Performance Evaluations

Standard past performance evaluations are used for all IW2*nd* DO/TOs in excess of $100,000 to monitor and record overall performance of each prime contractor (a sample past performance evaluation form hyperlink is provided in APPENDIX B). Performance evaluations shall also be completed at least annually for DO/TOs that have a performance period in excess of one year or which contain option years. Annual performance evaluations shall be submitted to the IW2*nd* CO not later than October 31st of each year.

These evaluations will be used to evaluate overall prime contractor performance quarterly and upon DO/TO completion. The COTR completes the form, obtains concurrence from the customer's AMO or approving official in writing and forwards it to the prime contractor for comment. Prime contractor comments received by the customer within 30 days will be considered in the final evaluation, and must be included in the evaluation form.

In order for the evaluation to be received on a timely basis, it is requested that the form be completed within 30 days from the order completion date and forwarded to the IW2*nd* CO no later than 60 days after the DO/TO completion date. Once the prime contractor's comments are incorporated, the customer forwards the form to the IW2*nd* CO for entry into the NIH Contractor Performance System. The information collected in the NIH Contractor Performance System will be available to all Government agencies.

5.3 DELIVERY/TASK ORDER MODIFICATIONS

DO/TO modifications are generally made to correct oversights or changes in conditions from the original DO/TO. The following procedures will apply to DO/TO Modifications:

5.3.1 No-Cost Modifications

No-cost modifications (administrative modifications) may be processed directly by the customer without any participation by NITAAC. NITAAC will not charge a processing fee for these modifications. However, the customer's AMO or approving official must send a copy of the modification to the IW2*nd* CO at the address provided in the FOREWORD.

5.3.2 Addition of Funds

Two copies of DO/TO modifications that involve providing additional funds that were contemplated and described in the original DO/TO (e.g., phase funding actions, exercise of options) must be sent by the customer's AMO or approving official to the IW2*nd* CO at the address provided in the FOREWORD. No further documentation is required; however, for external customers, the NIH Processing Fee (of the amount obligated on the DO/TO modification) must be added as a separate line item on the modification (i.e., the funding document/order).

If the customer's modification requirement alters the scope (adds an additional period of performance[4], or provides for major changes such as additional work), a TO modification (versus a new TO) is only appropriate if the following conditions are met:

- The work relates in some way to the original SOW, e.g., additional time, additional related task, etc.
- The FAR exception to FOC at **16.505(b)(2)** is cited and a full rationale is presented and signed by the Agency CO or other designated agency official in accordance with agency regulations and in compliance with **FAR 16.505(b)(2)**.
- If this is a follow-on, **FAR 16.505(b)(2)(iii)** should be cited and a supporting justification must be included in the SRDP documentation submitted by the customer's AMO or approving official to the IW2*nd* CO. The justification should also refer to the original TO and explain the connection between it and the follow-on in the background statement of the SOW. The SRDP must contain all of the elements of an original SRDP, including a best value determination as well as the justification.
- The IW2*nd* CO will review the documentation, request revisions, if appropriate, and issue a NITAAC Approval Letter with the NITAAC TO Authorization Number (which will include a suffix to indicate the modification number) to the customer and the prime contractor. After the prime contractor receives the funding document, the prime contractor may proceed with the additional work. The customer documents the best value decision.

4 TO Modifications for FP contracts solely for the purpose of extension of time to complete the task (with no associated additional costs and no new work) do not require that a new TORP be prepared. These types of modifications should be handled as provided in Section 5.3.1 of these Guidelines.

- If the additional work/additional time requires additional funding, the Order will be subject to the NIH processing fee (applicable to external customers). Please see Chapter 4, NIH Processing Fee, for further information.

If the requirement is for new work or additional quantities, the procedures described in Chapter 2, 3, and 4, must be followed as applicable, as this would be considered a new requirement.

5.4 DELIVERY ORDER MODIFICATIONS - PRIME CONTRACTOR RESPONSIBILITIES

Upon receipt of a DO Modification, the prime contractor must assign a DO Modification Number to the modification by first citing the original IW2*nd* DO Authorization Number given to that order and then adding the proper suffix (e.g., .01, .02, .03, etc.). The prime contractor must report this number back to the customer's AMO or approving official for documentation purposes. In addition, the prime contractor is responsible for including all modifications to orders on its monthly sales, check and status reports submitted to NITAAC.

5.5 DELIVERY/TASK ORDER CLOSE OUT

When orders are completed, the customer's COTR and AMO or approving official must sign the acceptance of the final product or a completion statement of effort for all tasks issued. This ensures that all DO/TO requirements were met, e.g., all deliverables were received on time and were technically acceptable, GFP/GFI have been appropriately distributed, etc. The prime contractor submits the final invoice for costs incurred during TO execution (as accepted by the COTR and AMO or approving official). The final invoice must include a statement that it is the final invoice and that all costs have been accounted for and billed. The prime contractor must forward a copy of the invoice to the IW2*nd* CO and the Financial Team within five business days of invoicing the customer.

APPENDIX A: GLOSSARY

The definitions in this section reflect NITAAC's interpretation of terms and concepts used in the IW2*nd* guidelines.

Accountable Management Official (AMO) - The warranted official within the customer's organization (whether NIH or other Federal Agency), who is empowered to obligate 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 contracting office is not available, the AMO may be a project official who must be given authorization by his/her agency to direct the transfer of funds to the designated contracting office.

(NITAAC) Approval Letter - A memorandum signed by the IW2*nd* CO for TOs authorizing approval of the selected prime contractor and providing the IW2*nd* TO Authorization Number and processing fee information.

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

Contracting Officer (CO) - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

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

Contract Type: Fixed Price (FP) - A fixed price contract provides for a fixed 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 prime contractor. It also provides maximum incentives for the prime contractor to control costs and perform effectively.

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

Delivery Order (DO) - An order placed against an Indefinite Delivery, Indefinite Quantity contract for hardware, software, integrated systems, and solutions. In the case of IW2*nd*, DOs are placed only against CLINs for commercial hardware, software, integrated systems, and solutions-based imaging systems, and certain services and studies. (APPENDIX E describes differences between delivery orders and task orders.)

Delivery Order Authorization Number - The IW2*nd* CO has assigned a block of numbers to be used for each DO received to each prime contractor. The prime contractor assigns the numbers sequentially for each DO and inserts the number on the DO. A copy of each DO with the IW2*nd* DO Authorization Number is then forwarded to the Financial Team with the monthly sales report. If a DO modification is received, a suffix (e.g., .01, .02, .03, etc.) is assigned to the original IW2*nd* DO Authorization Number and is placed on the DO Modification furnished to the Financial Team. The prime contractor shall not accept any incorrect orders or orders from external customers that do not have the NIH processing fee cited on the order as a separate line item.

Dollar Amounts—Awarded, Funded, and Obligated:

- Awarded Amount: The dollar amount NITAAC approves in the Approval Letter for the DO/TO over the life of the order, e.g., includes phase funding and option dollar amounts.
- Funded Amount: The total dollar amount obligated by an Agency in a fiscal year. This amount may be spread over several DO/TO modifications, each containing a portion of the funded amount as the obligation for that particular DO/TO modification.

- Obligated Amount: The dollar amount on the funding documents/orders/ modifications that have been Agency approved. This may or may not equal the funded amount, depending on how the agency determines to allocate the funded amount over the fiscal year.

Fixed Price (FP) Orders - The prime contractor estimates the quantity of hours required for the effort to arrive at the fixed price of the labor portion of the order. ODCs are computed separately and added to the labor price to arrive at the order's total FP. No post-award accounting of hours expended or personnel qualifications are required.

"FOC" Rule - All prime contractor teams (primes and their designated subcontractors) are considered to possess the basic qualifications for success in the respective TFAs of the IW2*nd* program under which they received a contract. Therefore, the statutory and regulatory requirements for the "FOC" rule will be deemed to have been met for DOs if the customer reviews all the IW2*nd* prime contractors' catalogs/price lists for the CLINs for commercial hardware, software, integrated systems, and solutions-based imaging systems, and certain services (such as fixed price studies, surveys, and conversions services), and obtains quotes from IW2*nd* prime contractors.

The statutory and regulatory requirements for the "FOC" Rule for TOs will be deemed to have been met if NITAAC announces all TOs (that do not fall under one of the exceptions in FAR16.505(b)(2) to all qualified prime contractors either through e-mail or the designated Internet Web site. ("Qualified" here is with respect to the TFAs of IW2*nd*.) See APPENDIX D for a discussion of exceptions to the FOC Rule. An agency's official TO file must be documented with the best value decision and its rationale. This determination is included in the SRDP and submitted to the IW2*nd* CO. Each TO will be evaluated, at a minimum, on selection criteria that include past performance, technical/management approach, progress towards subcontracting goals, and price/cost.

Funding Document/Order Number - This is the unique customer number identifying the Funding Document/Order. If a TO, the funding document/order must cite the IW2*nd* TO Authorization Number (note - this number is assigned by the IW2*nd* CO through the Approval Letter). If a DO, the funding document/order must cite the IW2*nd* DO Authorization Number (note - this number is assigned by the prime contractor). Both TO/DO must include the proper NIH Processing Fee as a separate line item, where appropriate.

Loaded Labor Rates - These are the rates that are provided in each prime contractor's IW2*nd* contract. These rates are fully burdened composite hourly rates used in Fixed Price orders. They include overhead, general and administrative costs, and profit; they do not include ODCs and travel. ODCs, if applicable, are negotiated with each order.

NIH Processing Fee – The NIH Processing fee that NITAAC receives from its external customers for processing a DO/TO or DO/TO modification. The fee covers the costs associated with the solicitation, award, and administration of the twenty-four IW2*nd* contracts.

Prime Contractor - One of twenty-four prime contractors holding an IW2*nd* IDIQ contract awarded by NITAAC. Only the twenty-four prime contractors may receive DO/task order awards from customers. Each prime contractor leads a team of subcontractors that may perform work on a customer's order, but it is the prime contractor with whom the Government maintains a contractual relationship.

Solution Recommendation Document Package (SRDP) (TOs Only) - The documentation that includes a discussion of the evaluation process and the rationale for award, copies of all proposals, and checklist and signature by the customer's AMO or approving official. These orders may be funded fully in the first year, funded by options, or incrementally funded.

Spot Pricing - For volume purchases, vendor promotions, or other special terms and conditions, prime contractors may reduce the price of any CLINs for commercial hardware and software applications, or solutions-based imaging systems without prior consent from the IW2*nd* CO, without invoking a general price reduction for all future sales of that particular CLIN. All spot pricing and applicable terms and conditions shall be shown as such on each DO/TO.

Task Order (TO) - An order placed against an Indefinite Delivery, Indefinite Quantity Contract for services. (APPENDIX E describes differences between delivery orders and task orders.)

Task Order Authorization Number - This is the number that NITAAC assigns to a TO once the SRDP has been approved. It is provided to the customer in the NITAAC Approval letter. It must appear on the customer's funding document/order. In the case of NIH Records of Call, the IW2*nd* TO Authorization Number must appear in the description block of the Record of Call. The prime contractor shall not accept any orders without this number.

Task Order Requirements Package (TORP) - The complete documentation prepared and submitted by the customer (NIH and other Federal Agencies) to initiate a TO request.

(NITAAC) Tracking Number - The number assigned by the NITAAC CO at the beginning of the TO award process. NIH and other Federal customers use the tracking numbers. NITAAC uses it for internal tracking of the TOs until the SRDP is received, approval is provided, and the IW2*nd* TO Authorization Number is assigned.

APPENDIX B: LINKS TO STATEMENT OF WORK AND SAMPLE FORMS/DOCUMENTS - IW2*ND*

Statement of Work

Independent Government Cost Estimate – FP

TORP Transmittal Letter

Posting Notice

Solution Recommendation Document (SRDP Form)

Approval Letter

Recommended Format for Orders and Modifications - (External Customers Only)

Past Performance Evaluation Report - Word Doc

Non-DHHS Contractor/Employee Non-Disclosure Agreement

Security-Specific Documents for DHHS Customers:

- Delivery Order Security Attachment
- TORP Security Certification Not Applicable
- TORP Security Certification
- Prospective Offeror Non-Disclosure Agreement
- SRDP Security Certification
- Contractor Employee Non-Disclosure Agreement

APPENDIX C: IW2*ND* PRIME CONTRACTORS

This hyperlink is to the list of IW2*nd* Prime Contractors (including a point of contact, address, and URL) on the NITAAC Web site:
http://137.187.206.116/imageworldtest/downloads/iw2/iw2_primecontractors.html.

Table C-1. IW2*nd* Prime Contractors Qualified by Technology Functional Area

IW2*nd* PRIME CONTRACTOR Type	**TECHNOLOGY FUNCTIONAL AREAS**		
	Business	**Medical Sciences**	**GIS/ Scientific**
A-TEK, Inc. Small Disadvantaged	X	X	X
Ciber Government Solutions, Inc. Large	X	X	X
Columbia Services Group, Inc. Small Disadvantaged	X		
Communications Resources, Inc. Small Disadvantaged	X		
CompuSensor Technology Corp. Small Disadvantaged		X	
Computer and Hi-Tech Management, Inc. Small Disadvantaged	X	X	X
Criticom, Inc. Small Disadvantaged	X	X	
Daly Computers Small Disadvantaged	X		
Dataline, Inc. Large	X	X	X
Enterprise III Systems Small Disadvantaged	X		
High Performance Tech. Large	X		X
Avineon, Inc. Small Disadvantaged			X
Integic Large	X	X	X
EduTech Ltd. Small Disadvantaged	X		
Kathpal Technologies, Inc. Small Disadvantaged	X		X
MTS Technologies, Inc. Small Disadvantaged	X		X
National Micrographics Systems, Inc. Small	X		X
Pegasus Global Corp. Small	X		

IW2*nd* PRIME CONTRACTOR Type	**TECHNOLOGY FUNCTIONAL AREAS**		
	Business	**Medical Sciences**	**GIS/ Scientific**
PIXL, Inc Small Disadvantaged	**X**		
Progressive Technology Federal Systems Small	**X**		**X**
ROH, Inc. Small	**X**		
Scientific Technologies Corp. Small			**X**
SER Solutions, Inc. Small	**X**	**X**	**X**
Universal Hi-Tech Development, Inc. Large	**X**	**X**	**X**
Number of Prime Contractors for each TFA:	**21**	**9**	**14**

APPENDIX D: EXCEPTIONS TO THE FAIR OPPORTUNITY PROCESS

In accordance with FAR16.505(b)(2) the *only* exceptions to the requirement to provide each awardee a FOC for each order exceeding $2,500 are:

1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a FOC for the original order. In citing this exception, the customer must make a case that at least a significant subtask has been completed on the previous order and the follow-on is a logical continuation or next phase of the task(s). This exception would be difficult to document in a Fixed Price DO and therefore is expected to be a TO; or
4) It is necessary to place an order to satisfy a minimum contract guarantee.

APPENDIX E: DELIVERY ORDERS VERSUS TASK ORDERS

The IW2*nd* contract provides for both DOs and TOs. The FAR[5] provides the following definitions of "DO contract" and "TO contract:"

> *"DO contract"* means a contract for **supplies** that does not procure or specify a firm quantity of supplies (other than a minimum or maximum quantity) and that provides for the issuance of orders for the delivery of supplies during the period of the contract.
>
> *"TO contract"* means a contract for **services** that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.

DOs are normally for CLINs that are prepackaged, commercial items[6] advertised in a catalog and/or at a fixed price. Commercial items are specific quantities of hardware, software, and/or labor (based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions). For a commercial item, the contractor should be able to present at least three invoices for the product at the advertised catalog price or higher.

TOs are normally for custom products or services that must be defined or explained by the customer before the contractor can develop a price quotation. For TOs, the price of the products and services are usually not available from any public source.

Table E-1 provides a series of questions and answers that may assist in determining whether a DO or a TO is more appropriate for the customer's requirements. Table E-2 provides some examples of DOs and TOs.

DOs require that there be an established price in the contract for the system or service, such as installation or maintenance, not hourly rates.

Table E-1. Check List for Selecting s (DOs) or s (TOs)

Question	Answer	
	Yes	No
1. Is the order only for property, rather than for services?	DO	TO
2. Is the order for a combination of services and property, rather than property only?	TO	DO
3. Are the required items (except labor rates for services) available as CLINs on the contractor's IW2*nd* Web site?	DO	TO
4. Are the required items (except labor rates for services) available as CLINs on the GSA Schedule or other price lists?	DO	TO
5. Can the customer (i.e., government agency) calculate the total price of the goods and services[7] from a public information source?	DO	TO
6. If the items include maintenance, is it routine, periodic, or preventative maintenance at a fixed per-seat cost?	DO	TO

[5] See http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/16.htm#P333_57042.
[6] See "commercial item" in FAR, Part 2.
[7] This total price may not be the result of multiplying hourly rates times the proposed number of hours. In this case, a TO is more appropriate.

Question	Answer Yes	Answer No
7. Does the order require significant customization of the required items to meet the customer's needs?	TO	DO
8. Is an explanation of the customer's requirements needed by the contractor(s) before proposal submission?	TO	DO
9. Is clarification of scope with the potential contractor(s) required before selection of a contractor?	TO	DO
10. Does the order require significant system design or product development?	TO	DO
11. If the procurement includes maintenance, does the maintenance require substantial problem identification, diagnosis, and resolution?	TO	DO
12. Will the procurement require significant system integration testing by the contractor?	TO	DO

Table E-2. Some Examples of DOs and TOs

Item/Service	DO/TO
1. A commercially available, IW2*nd*-listed software package, including annual maintenance or periodic upgrades	DO
2. An integrated computer-based imaging system, with software packages installed and configured for standard procedures	DO
3. Scanning and conversion (via OCR) of 100,000 typewritten pages into a specified format, assuming no extra formatting of graphics or tables will be required and the accuracy desired is easily specified using industry-standard terminology	DO
4. Standard installation of a commercially available medical imaging x-ray system	DO
5. An established, documented training program at the customer's or contractor's site	DO
6. Thirty days of labor by technical experts for an otherwise undefined "Imaging Technology Study"	TO
7. A study of alternative approaches to scan and convert 10,000 rolls of microfilm into a searchable custom electronic format	TO
8. A commercial training program, substantially modified to meet a customer's unique needs	TO
9. Significant modification of commercial-off-the shelf software or hardware to meet a customer's requirements	TO

Item/Service	DO/TO
10. Integration services for a custom videoconferencing system	TO

APPENDIX F: SAMPLE OUTLINE OF A 10-PAGE "WHITE PAPER"

The following is an outline of a 10-page "white paper" that could be used in a down-select process. In this outline, there are five identified sections, with each section having a page limitation. The Statement of the Problem and the Critical Issues sections are prepared by the offeror based on a reading of the TORP, discussions with the customer, and knowledge of the customer's environment. The Project Approach section describes the technical approach advocated by the offeror to solve the problems/issues confronting the customer. The Suggested Timeline might only be the offeror's best estimate of the project's duration or it might include subprojects and show their durations and interdependencies. The last section, Relevant Past Experience, is a short summary of the experience of the offeror that is directly relevant to the customer's project.

1) **Statement of the Problem** -- A brief restatement or elaboration by the offeror of the customer's problem (1 page)
2) **Critical Issues** -- Discussion by the offeror of critical issue(s) the customer might face in trying to solve the problem (2 pages)
3) **Project Approach** -- A description of the technical approach recommended by the offeror and of how it will address each of the critical issues (5 pages)
4) **Suggested Timeline** -- The offeror's best estimate of how long the project would take, to include a timeline if scheduling is a critical issue (1 page)
5) **Relevant Past Experience** -- A summary of the offeror's past experience that is directly relevant to the current problem (1 page)

Table F-1 displays sample evaluation criteria and scoring for white papers that use this outline that might be used to compute a weighted total score for each offeror.

Table F-1. Sample Evaluation Criteria and Scoring Sheet

Criterion	Grade [1 → 5] Low → High	Weight [1 → 3] Low → High	Criterion Score = Grade X Weignt[8]
1. Degree of understanding of the problem and the critical issues confronting the customer		**3**	
2. Realism of the proposed technical approach		**2**	
3. Innovativeness of the proposed approach		**1**	
4. Realism of the suggested timeline		**1**	
5. Depth of directly relevant past experience		**3**	
		Offeror's Total Score:	

[8] The total score for each criterion is computed by multiplying the assigned grade by the weight. An offeror's total score is the sum of the total scores for each criterion.

APPENDIX G: SAMPLE STATEMENTS FOR SECTION 508 COMPLIANCE

AGENCY SAMPLE

Federal Government agency procurements must comply with Section 508 of the Rehabilitation Act of 1973. Refer to Section 1.13, ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS (36 CFR PART 1194), for background information. A contracting agency may 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). With reference to the NITAAC SOW template, these may be placed in Section 15*, Other Pertinent Information or Special Considerations*.

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 Regulation (FAR) Final Rule for Section 508 (EIT Accessibility) can be found at 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 TO or 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 TO or 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.

CONTRACTOR SAMPLE

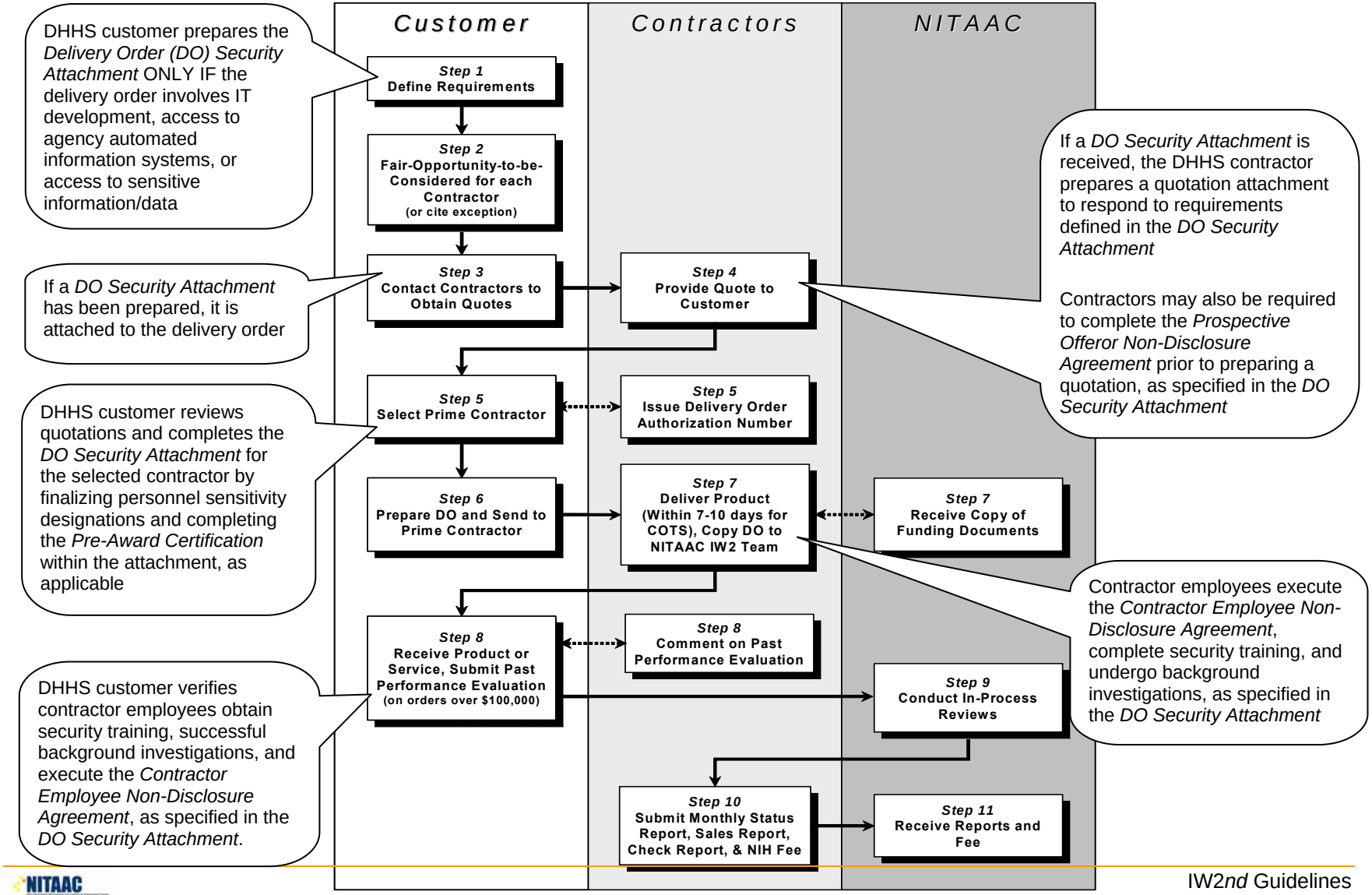
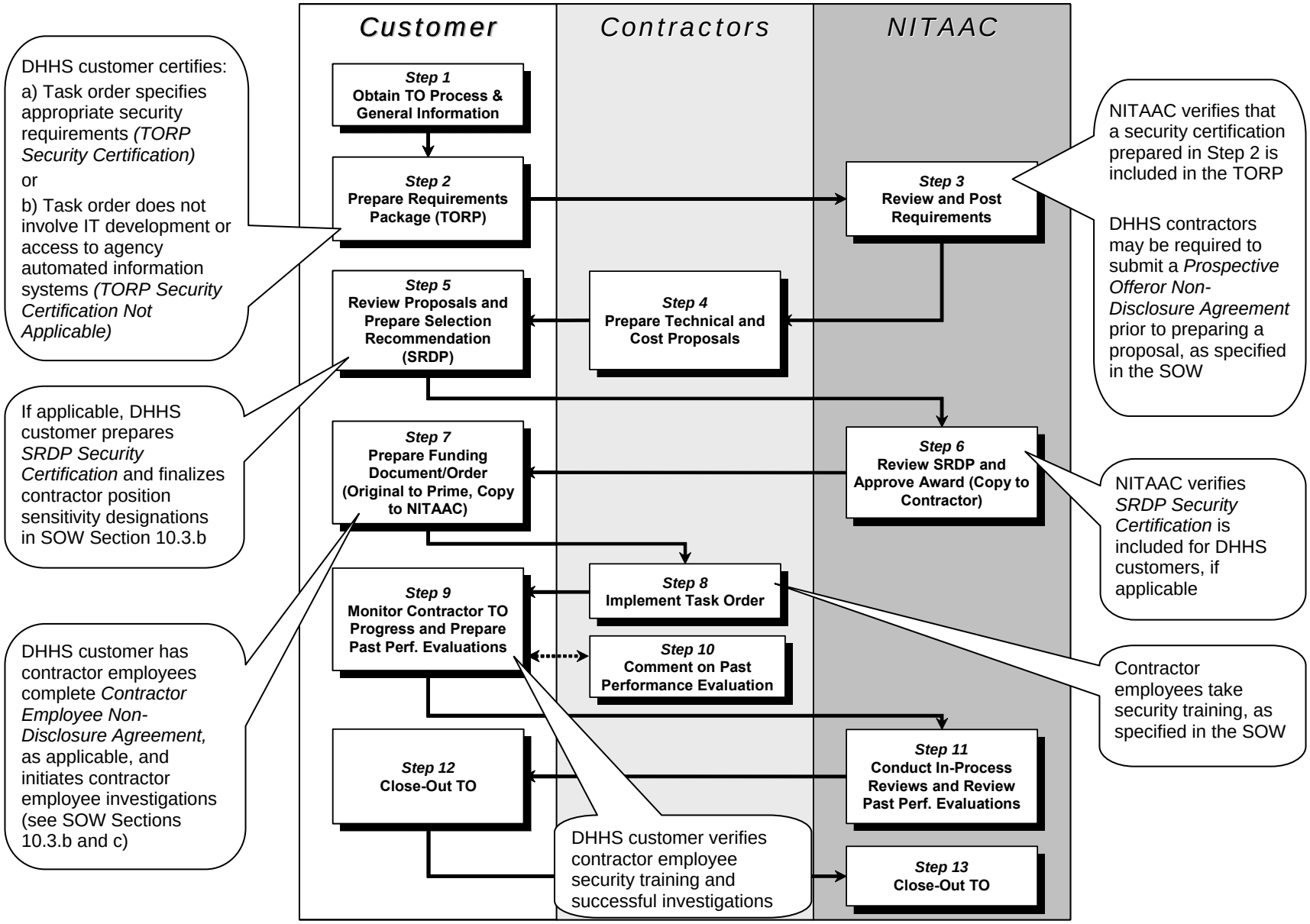
The following is a sample Section 508 compliance statement that a contractor may include in response in a proposal.

> (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.

APPENDIX H: FLOW CHARTS OF SECURITY-SPECIFIC ACTIONS REQUIRED FOR DHHS DELIVERY AND TASK ORDERS

FLOW CHART OF SECURITY-SPECIFIC ACTIONS FOR DHHS DELIVERY ORDERS



FLOW CHART OF SECURITY-SPECIFIC ACTIONS FOR DHHS TASK ORDERS