# Contract Negotiation and Management Solution

**REQUEST FOR PROPOSAL**

**RFP # PCO-CNMS2015**

**November 3, 2015**

<table>
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<th>KEY DATES</th>
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<tr>
<td>Request for Proposal Released</td>
<td>November 3, 2015</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>November 20, 2015</td>
</tr>
<tr>
<td>Deadline for Proposals</td>
<td>December 4, 2015</td>
</tr>
<tr>
<td>Projected Award Date</td>
<td>January 8, 2016</td>
</tr>
<tr>
<td>Projected Start Date</td>
<td>January 18, 2016</td>
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About PCORI

PCORI was authorized by the Patient Protection and Affordable Care Act of 2010 as a non-profit, nongovernmental organization and is charged with helping patients, clinicians, purchasers, and policy makers make better-informed health decisions by “advancing the quality and relevance of evidence about how to prevent, diagnose, treat, monitor, and manage diseases, disorders, and other health conditions.” It does this by producing and promoting high-integrity, evidence-based information that comes from research guided by patients, caregivers, and the broader healthcare community.

PCORI’s strong patient-centered orientation directs attention to individual and system differences that may influence research strategies and outcomes. PCORI is charged with producing useful, relevant clinical evidence through the support of new research and the analysis and synthesis of existing research.

PCORI is committed to transparency and a rigorous stakeholder-driven process that emphasizes patient engagement. PCORI uses a variety of forums and public comment periods to obtain public input to enhance its work.
Opportunity Snapshot

PCORI seeks to acquire and implement an electronic Contract Negotiation and Management System (CNMS) to improve the contract management and administration process and associated actions of template creation and maintenance, clause formulation, award negotiations, award modifications, deliverables tracking, and contract reporting. PCORI’s Office of Contracts Management and Administration (CMA) currently manages its contract administration functions through a combination of manual processes in Microsoft (MS) Excel and Outlook. This solution must be fully compatible and able to integrate with the newly implemented Customer Relationship Management (CRM) tool, Salesforce. CMA is interested in a solution that offers Post-Award functionality that could be turned off once the Salesforce CRM is fully available (late 2016)¹. CMA is seeking a solution that can be purchased, installed, rolled out (including staff end-user training and manual development), and fully functional within five months (approximately May 2016).

Purpose

PCORI expects to make a single award to a contractor that will provide a Contract Negotiation and Management System, a Commercial Off-The-Shelf (COTS) solution tailored to CMA’s requirements, or a fully configurable solution that will address the functional requirements described in the Scope of Work (SOW). The Period of Performance (POP) is five (5) months after the date of award with one (1) six (6) month option. It is projected that the date of award would be from January 18, 2016 through May 31, 2016 (this estimate is dependent on contract award execution and final milestone scheduled), with the option of providing additional configuration, customization, training, and functional enhancements that could take place through May 31, 2016. This will be a Cost Reimbursable contract. The Contractor will operate at the direction of and receive guidance from PCORI.

¹ Denotes optional items.
How to Proceed

1. **Review the Requirements**
   Examine all sections of the RFP and learn about [what makes PCORI’s research different](#).²

2. **Consider the Evaluation Criteria**
   Consider the organization eligibility requirements and PCORI’s specific requirements to see whether your organization, your interests, and your capabilities fit this program. Check the PCORI website for any modifications or amendments up to the submission deadline.

3. **Develop Your Proposal**
   Develop your response to accomplish the Scope of Work (SOW).

4. **Follow Submission Guidelines**
   See the [Submission Guidelines](#) section of this document.

5. **Submit Your Proposal**
   Proposals are due by 5 pm (ET) on December 4, 2015.

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² Available at pcori.org/research-we-support/pcor
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# Acronyms

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<th>Acronym</th>
<th>Full Form</th>
<th>Acronym</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>API</td>
<td>Application Programming Interface</td>
<td>LOE</td>
<td>Level of Effort</td>
</tr>
<tr>
<td>BAFO</td>
<td>Best and final offer</td>
<td>MS</td>
<td>Microsoft</td>
</tr>
<tr>
<td>CMA</td>
<td>Contracts Management and Administration</td>
<td>NDA</td>
<td>Non-Disclosure Agreement</td>
</tr>
<tr>
<td>CMS</td>
<td>Contract Management System</td>
<td>PCORI</td>
<td>Patient-Centered Outcomes Research Institute</td>
</tr>
<tr>
<td>CNMS</td>
<td>Contract Negotiation and Management System</td>
<td>PKI</td>
<td>Public Key Infrastructure</td>
</tr>
<tr>
<td>CNS</td>
<td>Contract Negotiation System</td>
<td>POC</td>
<td>Point of contact</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off-The-Shelf</td>
<td>POP</td>
<td>Period of Performance</td>
</tr>
<tr>
<td>CRM</td>
<td>Customer Relationship Management</td>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
<td>SOW</td>
<td>Scope of Work</td>
</tr>
</tbody>
</table>
Background

The Patient-Centered Outcomes Research Institute (PCORI) was created to fund research designed to develop and provide information about the best available evidence to help patients, those who care for them, payers, policy makers, and others make better informed decisions about their health and healthcare. PCORI’s research is intended to give patients and their caregivers a better understanding of the prevention, treatment, and care options available and the science that supports those options.

Contracts Management and Administration (CMA) is responsible for managing the entire research award process from the development and posting of new opportunities through award negotiation and closeout. To date, CMA has utilized four “tools” to accomplish its operations:

1. A Contract Management System (CMS) with Pre-Award capabilities only;
2. A series of “trackers” created and maintained manually in spreadsheets;
3. The distribution and collection of draft contracts in document editors and emails systems; and
4. The static storage of final contract templates and final award documents in the cloud.

PCORI is exploring new systems that will provide next-level capability in both Pre- and Post-Award in the near term. A critical goal is to ensure that the sought after CNMS can interface – via Application Programing Interface (API) – with a future CMS built on the Salesforce platform.

As the CMA Pre-Award and Post-Award teams are being reorganized to better manage an expanding award portfolio and a surge in the number of contracts and contract modifications that will have to be executed in the coming years, software solutions are needed to expedite and better manage the contract negotiation process. While CMA is not seeking comprehensive Post-Award functionality with this solicitation, it does need a solution that provides short-term enhancements that can eventually migrate into a contracts management solution and Salesforce.

The current static process does not enable CMA to generate metrics, dashboards, or performance indicators. Staff must manually examine each contract (.pdf) and analyze its contents, verify the terms and conditions (Ts and Cs), and generate informatics. CMA needs a system that provides more than document control and management.
CNMS Objectives

The Contract Negotiation and Management System will provide an automated system that will address the aforementioned limitations along with expert installation, consultation, configuration/customization and guidance to ensure that the CNMS will be of high quality, and that it will launch and operate efficiently, timely, and seamlessly for continuity of operations.

The table below provides CNMS' High Level Objectives:

<table>
<thead>
<tr>
<th>Short Title</th>
<th>High Level Objective Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adaptability</td>
<td>Apply Better Buying Power Initiatives to achieve efficiencies; Implement and maintain an open and scalable architecture that allows for capability enhancements, system adaptability, and technology insertion; Improve on existing processes by engaging a solution that is fully compatible with Salesforce</td>
</tr>
<tr>
<td>Contract Management &amp; Administration</td>
<td>Optimize standard business processes, procedures, templates and formats to enable contract negotiation, and management and leverage business information to provide increased visibility and oversight over the negotiation and administration of contracts</td>
</tr>
<tr>
<td>Process &amp; Data Integration</td>
<td>Successful automated data exchanges and workflow across functional domains (procurement, finance, IT/logistics) within the Salesforce environment</td>
</tr>
<tr>
<td>Improvement of Work Processes</td>
<td>Implement a secure contract negotiation and management platform to streamline staff effort needed to negotiate contracts, generate portfolio informatics, and provide award management functionality that is compatible with Salesforce</td>
</tr>
</tbody>
</table>

PCORI is seeking the vendor’s most cost-effective approach, timeline, and overall solution.

The expected milestones and deliverables will include:

1. Notice of Award
2. Contract Execution (see Appendix A and Appendix B for PCORI Terms and Conditions)
3. Award Kickoff Meeting with CMA staff
   a. Execution of Non-Disclosure Agreement
   b. Access to CMA files, templates, and other documentation
4. Set-up and Configuration in a test/sandbox environment
   a. Creation and approval of Project Plan with milestones
   b. Implementation and customization
   c. Testing
5. Deployment (includes integration of hardware, software, training and/or organizational change management)
   a. Platform installation and launch
   b. Staff training (training management, training materials, training delivery, training augmentation)
   c. Creation of user manuals (CMA and external users)

6. Post-Launch
   a. System support
   b. Ongoing template management
   c. Migration of existing agreements
   d. Ongoing Reporting and Dashboard support
   e. Integration options
   f. Quality Management/Assurance
Project Requirements

Scope of Work

The Contractor selected will provide a CNMS to PCORI that addresses the overall project goals and project requirements as defined below.

Project Goals

1. Improve efficiency and effectiveness of the contract negotiation process by eliminating the need for multiple, redundant, and labor-intensive processes that require several (disparate) systems (MS Word, MS Excel, MS Outlook, Email, etc.);
2. Establish a repository for contract content that can be easily accessed and queried to provide access to contract terms, alternative language, and other matters of interest – thereby eliminating the need for contract by contract search and analysis;
3. Enable CMA to create standard terms and conditions (i.e., clause library) that can be applied to the specific features of each contracted awardee;
4. Provide a secure negotiation tool for both CMA and its awardees that facilitates the various iterations of CMA contract templates and tracks historical data;
5. Enable CMA to analyze all contract terms and conditions across awardees, funding cycles, and vendors;
6. Enable CMA to gain insight into the contracting process and award statuses by generating dashboards, metrics, and informatics representing the contracting process, contract performance, and acceptance/rejection of contract terms and conditions;
7. Mitigate risks during contract negotiations while ensuring transparency;
8. Provide a secure management and storage solution for contracts and contract-related data;
9. Provide a complete description of your maintenance plan, including cost and scope of services for onsite, hosted, and cloud options. Additionally, please provide how this can be implemented; and
10. Provide specifications as to the nature of any post-implementation and ongoing support provided by vendor (i.e., annual maintenance, software upgrades, etc.). Describe available technical support options and typical response times. Provide availability for ongoing training after implementation.

CNMS Requirements

1. Management of contract templates, executed contracts, and their content
   a. Must be able to create, modify, and store contracts, agreements, and purchase orders
      i. Unique templates for CMA (8+ variants)
      ii. Unique templates for Procurement (6 + variants)
b. Ability to centralize and control internal access
   i. Custom internal workflows or access to content, based on functional areas
      1. CMA, Legal, Finance, Programs, etc.
      2. Must enable approval/rejection/execution
   c. Ability to generate metrics on template version and clause (i.e., Ts and Cs) usage
   d. Ability to quickly access, identify, and analyze content within each contract template and agreement, as well as analyze content (e.g., specific Ts and Cs) across all agreements
   e. Ability to analyze and manage content across all PCORI functional areas
   f. Ability to create both standard and ad hoc reports.

2. Enhanced, electronic, and streamlined contracting process
   a. Controlled and secure environment for the creation, delivery, and receipt of draft agreements
   b. Electronic receipt of vendor proposals and quotes
   c. Must ensure internal transparency
   d. Cloud-based system must support internal (CMA) and external (awardee) negotiations
      i. Ability to share drafts between all parties
      ii. Ability to make private notes and comments (for PCORI staffs) on contracts during negotiations
   e. System must track all versions of the agreements and be able to ascertain the status of each agreement while in draft form (during negotiations)
   f. Ability to compare versions of agreements and understand their similarities and differences
   g. Ability to provide Public Key Infrastructure (PKI) security and/or an irreversible encryption algorithm to support digital signature mechanisms that will provide each user a unique and confidential digital signature
   h. Ability to provide the capability to capture an electronic signature from industry. This signature shall comply with all regulations and statutes to constitute a legally-binding signature.
      i. Ability to integrate with market leading electronic signature applications

3. Awardee management
   a. Ability to manage awardee (CMA) and vendor (Procurement) organizations and their points of contact (POC)
   b. The system shall provide the capability to manually upload performance-related and other types of reports received externally and provide an automated update of the electronic contract file.
   c. Ability to reference, navigate, and analyze past and present agreements by organizational contact data points
   d. Ability to categorize and track organizations and points of contact for future references
   e. Ability to interface with CRMs, like Salesforce and its FoundationConnect module for award management
f. Ability for CMA to assign risk levels (pre-award & post-award) to organizations, per agreement. Preference will be given to solutions that help automate and document a series of assessing risk monitoring functions and compliance checks performed on all prospective awardees.
   i. A-133 audit checks, debarment checks, D&B reports, etc.
   ii. Past Performance ratings, questionnaires and/or other forms, tools, platforms that are used to assess an Offeror’s past performance
   iii. Assess and automate the function of completing pre-award Financial capability/business determination reviews (compliance checks)

g. Ability to allow other parties to leverage solution and control access, as needed

4. Data and information retrieval
   a. Dashboard
      i. System must generate and display a dashboard to observe and monitor the status of all agreements in the system
      ii. Ability to enter, track, and generate reports (optional)*
         1. Deliverables*
         2. Milestones*
         3. Ad hoc
   b. Reporting
      i. Contract template and award data
         1. Ability to report on contract types, contract versions, effective dates, modification dates, end dates, values, organizations associated with agreements, and any other custom attribute(s) assigned to an agreement
         2. Ability to download report information in Excel or PDF
         3. Ability to filter the aforementioned data points
         4. Ability to navigate to specific agreements from any report
      ii. Organization (awardee) data
         1. Ability to display and filter by organization and points of contact versus agreement attributes
         2. Ability to report on any agreement or clause performance based on risk ratings
      iii. Contract content and features data
         1. Ability to analyze the impact of individual Ts and Cs across portfolios
         2. Ability to generate statistics on usage and compliance with Ts and Cs, by contract, award portfolio, and organization
         3. Ability to access and understand past and present content in context of future / to be developed content
   c. Discovery, searching, and trends
      i. Ability to mine content and generate informatics that illustrate trends
d. File management
   i. Ability to create and manage multiple file locations for the same agreement, based on user preference
   ii. Flexible file structures and naming conventions
   iii. Ability to quickly navigate and retrieve from any file location

e. Security and access
   i. Ability to assign various levels of access to specific subsets of agreements (e.g., by research portfolio)
   ii. Within system (and agreement) access levels:
       1. Populate template(s)
       2. Create new templates as needed
       3. Send a draft contract to an awardee
       4. Accept / Reject proposed changes to contract Ts and Cs
       5. Approve / Reject an agreement
       6. Generate reports on agreements
          a. Within a portfolio
          b. Across all portfolios
       7. Export agreement content to a standard file (e.g., MS Excel)
       8. Read-only access
   iii. User management
       1. Administrator levels with the ability to add users and manage access/privileges
       2. Workflow tasks to be reassigned by user’s supervisor
       3. Capability for supervisors to monitor all pending and completed workflow tasks
       4. Allow the workflow originator and all workflow assignees to view a visual representation of the entire workflow process. This representation shall include at a minimum each task, action type, action level (approval, review, and coordination), action status (assigned, in-progress, completed, etc.), dates (assigned, due, completed, etc.) and the assignee. This view shall be available to all users, if proper access privileges exist for the workflow document(s).

f. Calendar/System alerts
   i. Ability to push alerts to CMA (and PCORI internal users) (optional):
      1. Milestone / deliverable due dates*
      2. Renewal provisions
      3. Contract terminations
      4. Contract close-outs
   ii. Ability to identify specific awardees in order to push alerts and execute contract modifications for universal administrative requirements (e.g., as required by changes in authorizing legislation):
1. By specific awardee organization
2. By portfolio
3. By all awardees

g. General / Other
   i. Cloud-based solution
   ii. Reasonable per-user (and/or enterprise) pricing structure
      1. For PCORI
      2. For awardee organizations
   iii. Independence from 3rd party software
   iv. Ability to integrate with other standard solutions
      1. Contract Management Systems
      2. MS Office Suite
      3. CRM: Salesforce
   v. Ability to migrate all historical contracts and data into the system
      1. MS Excel and Access files
   vi. Managed workflow that:
      1. Provides tracking
      2. Has the flexibility to move both forward and backward in the workflow

Optional Project Requirements

PCORI request that the Offeror consider the following optional requirements:

1. Provide a complete description of your maintenance plan, including cost and scope of services for onsite, hosted, and cloud options. Additionally, please provide how this can be implemented.

2. Provide specifications as to the nature of any post-implementation and ongoing support provided by vendor (i.e., annual maintenance, software upgrades, etc.). Describe available technical support options and typical response times. Provide availability for ongoing training after implementation.

3. Suggest additional functionality, based on the requirements and goals presented in the RFP, which encourages innovation and process improvement.

Corporate Management and Staffing Plan

The Contractor shall describe the overall plan for organizing, staffing, and managing the tasks required by the SOW. The plan shall describe organizational oversight and indicate how roles and responsibilities will be divided, decisions made, work monitored, and quality and timeliness assured. The Contractor shall explain how this management and staffing plan will enable the Contractor to start the project.
quickly, complete complex tasks within narrow time periods, and assure quality of products. The Contractor shall identify the specific expertise of each proposed key staff. The Contractor should demonstrate it has the full range of expertise available, either through staff or subcontracting arrangements.

The Contractor shall meet the following prerequisites and key requirements for personnel used to fulfill the requirements of the SOW.

The Contractor shall submit résumés for all personnel on the Project Team and all designated key personnel, as defined by PCORI. The Contractor must also provide a statement of Level of Effort (LOE) or rate/estimated hours for each of these key personnel.

**Executive Leadership**

The Contractor shall provide executive leadership and oversight to ensure the project team remains on-task and on-budget. This team should include an operations executive, a financial executive, a technical lead, and a designated project manager.

**Project Team**

The Contractor shall include a listing of all proposed project team staff, subcontractors, and consultants and provide résumés for all listed. The listing shall include a brief description of their qualifications and experience. The Contractor should demonstrate that the project team has collective knowledge, skills, capabilities, experience, and expertise to meet the technical, logistic, and management requirements of the SOW. The Contractor should describe how the individual expertise of each proposed team member and the combined, complementary expertise of the project team (and/or sub-teams) are appropriate for supporting each of the requirement sections of the Request for Proposal (RFP). The Contractor should demonstrate that the expertise proposed is not just generic but is specific to the needs of this initiative. As an example, IT expertise should be specific or adaptable to the creation, installation, and support of Contract Negotiation Systems; installers / trainers should have experience with similar projects; QA/QC personnel should have both development and customization experience; informatics expertise should be specific or adaptable to contract operations; and program management expertise should be specific or adaptable to managing coordination, collaboration, and communication among multiple, diverse contracting and/or legal organizations.

**Key Deliverables**

The Contractor shall provide the following deliverables provided in the table below.
### Table 1: Key Deliverables and Timeline

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Deliverables Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kickoff Meeting at PCORI Headquarters</td>
<td>Upon contract execution, approximately the week of January 18, 2016</td>
</tr>
<tr>
<td>Approval of a Project Management Plan</td>
<td>Within 7 business days after the date of award</td>
</tr>
<tr>
<td>Approval of Requirements</td>
<td>Within one month after the date of award</td>
</tr>
<tr>
<td>Approval of Design and System Configuration</td>
<td>TBD during contract negotiation</td>
</tr>
<tr>
<td>Approval of Completed Solution in Test/Sandbox</td>
<td>TBD during contract negotiation</td>
</tr>
<tr>
<td>Migration of Existing Agreements</td>
<td>TBD during contract negotiation</td>
</tr>
<tr>
<td>Deployment and Installation</td>
<td>TBD during contract negotiation</td>
</tr>
<tr>
<td>Testing and QA/QC</td>
<td>TBD during contract negotiation</td>
</tr>
<tr>
<td>Training of PCORI Staff</td>
<td>TBD during contract negotiation</td>
</tr>
<tr>
<td>Creation of Custom Forms</td>
<td>TBD during contract negotiation</td>
</tr>
</tbody>
</table>

### Period of Performance

The period of performance for the project is approximately five (5) months after date of award with one (1) six (6) month option to extend the period; the Projected Award date is expected to be January 18, 2016 through May 31, 2016. This term is flexible based on contract negotiations and an approved milestone / deliverables agreement. Preference will be given to solutions that provide a functional system as soon as possible.

### Other Requirements

**Furnishing of Equipment/Property**

The Contractor shall furnish its own office, equipment, personnel, and technology.

**Required Federal Citations**

Not applicable.

**Place of Performance**

With the exception of travel to a kickoff meeting and on-site installation and training, the Contractor is required to provide the facilities necessary to execute the SOW. The Contractor shall choose its staff or acquire the necessary personnel support and provide suitable work facilities.
Hours of Service
The Contractor shall be available Monday through Friday, between 8:30 am and 5:30 pm (ET). PCORI has regular observance of federal holidays: New Year’s Day; Birthday of Martin Luther King, Jr.; Washington’s Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

Insurance
Contractor will at its own cost and expense obtain and maintain in full force and effect during the term of any resultant Agreement and for two (2) years thereafter: a) general liability and professional liability insurance with coverage for any of Services rendered by Contractor with policy limits of at least $1 million per occurrence and $3 million in the aggregate; and b) any such other insurance coverage that is appropriate for Contractor’s field and adequate to meet Contractor’s obligations under this Agreement.

The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under any resultant contract. The Contractor shall provide proof of insurance (i.e., Certificates of Insurance) upon award of the contract.

Non-Disclosure Agreement
The Contractor must not release any sensitive, confidential, or proprietary information without prior written approval from PCORI. At the time of award, the awardee must sign a Non-Disclosure Agreement (NDA), and at each subsequent option year, if exercised.

Organizational Conflict of Interest
The Contractor agrees to disclose any conflicts of interest on the part of Contractor that has the potential to bias or has the appearance of biasing its obligations under this RFP. Contractor warrants that there is no undisclosed conflict of interest in Contractor’s other contracts or agreements or other employment or in the operation of Contractor’s business with the proposed services to be performed under this RFP.

Compliance
The Contractor must comply with PCORI’s Rules and Regulations, all required forms, and any changes in procedures. The Contractor will remain informed of any such changes and updates, as necessary, by the PCORI Procurement Office. Upon the request of employees or other persons with disabilities participating in official business, the Contractor must arrange necessary and reasonable accommodations for the impaired individual(s) per Section 508 Compliance.
Proposal Evaluation Criteria

PCORI will evaluate proposals in compliance with the Scope of Work and requirements stated in this RFP. An award will be made to the Offeror who proposes the best value, with the technical solution being most important. PCORI will consider the evaluation factors indicated below. See Submission Guidelines (below) for a description of the categories.

PCORI reserves the right to reject proposals that are unreasonably low or high in price. The price will be determined with regard to the fulfillment of the requirements listed in the Scope of Work.

<table>
<thead>
<tr>
<th>Category</th>
<th>Weight of Rating Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Solution</td>
<td>50%</td>
</tr>
<tr>
<td>Management Approach</td>
<td>15%</td>
</tr>
<tr>
<td>Past Performance</td>
<td>15%</td>
</tr>
<tr>
<td>Cost</td>
<td>20%</td>
</tr>
</tbody>
</table>

PCORI will assign the following evaluation scores:

- **Outstanding** – The Offeror has demonstrated that there is a high probability of success in a combination of past results, low risk, and professional distribution of services.
- **Good** – The Offeror has demonstrated that there is a good probability of success in a combination of past results, moderate risk, and professional distribution of services.
- **Fair** – The Offeror has demonstrated that there is marginal probability of success in a combination of past results, marginal risk, and professional distribution of services.
- **Poor** – The Offeror has not demonstrated that there is a reasonable probability of success in this services-based effort.
Submission Guidelines

Submissions should be organized into two separate volumes, sent as separate files. All text should be Arial or Times New Roman font, no less than 11 point with one-inch margins and single spaced. Graphics and tables may be included. We accept MS Word, MS Excel, or Adobe PDF formats. To ensure completeness, please refer to the Submission Checklist (Appendix D).

Each submission must include a cover letter with following information:

- Executive Summary of the offer
- Offeror’s name, mailing address, and URL
- Primary and alternates points of contact to include name, position title, address, phone, email address, and signatory authority levels
- Reference to the solicitation (RFP) number (PCO-CNMS2015)
- Technical and contract points of contact (name, phone number, and e‐mail address)
- Business size (large, small, state/federal certifications—MBE, 8(a), HUBZone, etc.)
- Financial data consisting of audited financial reports or audited consolidated financial states for the past 2 years
- Dunn & Bradstreet Number (DUNS)
- Federal Tax ID (EIN, TIN, SS)
- Affirmation that the quote is valid for at least 30 days
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
- Acknowledgement of any amendments by reference

Questions must be submitted to rfp@pcori.org referencing RFP # PCO-CNMS2015 in the subject line, no later than 5pm (ET) on November 20, 2015.
Volume I: Technical Proposal

Describe a plan to provide, prioritize, and manage the tasks included in the Scope of Work (page 4). Describe the knowledge, experience, and capabilities related to provision of the range of support needs described.

1. Statement of Understanding
   - State a clear understanding of the mission of PCORI and this project.
   - Maximum length: 1 page

2. Technical Solution
   - Describe your proposed approach to each requirement included in the Scope of Work.
   - Maximum length: 15 pages

3. Management Approach
   - Describe a plan to manage the operation to ensure successful program support, including program management, financial resources or ability to obtain them, equipment and facilities, quality assurance, internal controls, and staffing.

3.1 Management Plan
   - Describe the overall plan for organizing, staffing, and managing the tasks required by the SOW. The plan shall describe organizational oversight; indicate how roles and responsibilities will be divided, decisions made, work monitored, and quality and timeliness assured.
   - Explain how this management and staffing plan will enable the Offeror to start projects quickly, conduct multiple projects concurrently, complete complex tasks within narrow time periods, and assure quality of products.
   - Maximum length: 3 pages

3.2 Proposed Project Team Members
   - List proposed project team staff, subcontractors, and consultants. Identify key personnel. For key personnel, state of level of effort.
   - Provide résumés for all proposed team members. Include proposed job title and a brief description of qualifications, including education and experience. Résumés should be no longer than two pages.
   - Describe how the individual expertise of each proposed team member and the combined, complementary expertise of the project team are appropriate for supporting each of the requirement sections of the RFP.
3.3 Subcontracting plans

- If the proposal includes subcontractors, we encourage large businesses to meet federal small business, labor surplus area, and minority business requirements.

4. Corporate Qualifications

The work described in this RFP must be performed quickly and meet exceptionally high quality standards. It is essential that the Offeror demonstrate the technical and subject-matter expertise to design and conduct the activities described in the Scope of Work and to put qualified staff in place to begin work rapidly. The Offeror must also have the ability to organize and manage resources and personnel effectively.

- Describe projects that are currently being managed.
- Provide a discussion of directly relevant technical and substantive experience, including a list of prior, similar projects and an annotated list of pertinent papers and reports.
- Maximum length: 4 pages

5. Past Performance

It is essential that the Offeror demonstrate the previous experience required to design and conduct the various activities described in the Scope of Work. Of particular interest is experience in responding to similar requests from other clients or customers.

- For the Offeror and each proposed major subcontractor, identify up to three existing projects or projects completed within the last five years that are consistent in scope, nature, and effort for commercial customers, non-profit clients, or local, state, or federal governments.
- Complete table in Appendix C: Past Performance Chart.
- For each selected project, submit a synopsis of work performed (no longer than two pages). Provide information on problems encountered on the contracts and subcontracts and corrective actions taken to resolve those problems. Do not provide general information on performance on the contracts because we will obtain that information from the references.
Volume II: Cost Proposal

Volume II: Cost Proposal should be distinct and separate from Volume I: Technical Proposal. Given that the award is expected to be a cost reimbursable contract with a cap, all costs and fees should be included.

- If needed, a brief budget narrative (no more than two pages) may be included to clarify unusual budget items or calculations.
- The proposed budget should include the organization’s regular, approved salary and fringe rates.
- Any and all indirect fees must be fully supported with applicable documentation (e.g., copies of federally negotiated indirect cost rate agreements) and are subject to verification and audit.

Submission Deadline

All proposals should be sent no later than 5 pm (ET) on December 4, 2015, to rfp@pcori.org with RFP # PCO-CNMS2015 in the subject line.
Post-Submission Information

Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, electronic, or facsimile notice if received at the location designated in the solicitation for submission of proposals not later than the closing date and time for receipt of proposals.

Late Submissions

Late proposals, requests for modification, or requests for withdrawal shall not be considered, unless a late modification of a successful proposal makes terms more favorable for PCORI.

Best and Final Offers

Subsequent to receiving the original proposals, PCORI reserves the right to notify all technically acceptable Offerors within the competitive range and to provide them an opportunity to submit written best and final offers (BAFOs) at the designated date and time.

BAFOs shall be subject to the late submissions, late modifications, and late withdrawals of proposals provision of this RFP. After receipt of a BAFO, no discussions shall be reopened unless PCORI determines that it is clearly in PCORI’s best interest to do so (e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the BAFOs received). If discussions are reopened, PCORI shall issue an additional request for BAFOs to all technically acceptable Offerors still within the competitive range.

At its discretion, PCORI reserves the right to also invite Offerors who are technically acceptable to make a presentation to PCORI on the proposed effort for technical and management approaches identified in the submission. PCORI will notify vendors who meet the qualifications and provide the date, time, and format for the presentation.

This RFP does not commit PCORI to engage in any business transactions or enter into any contractual obligations with Offerors.

Retention of Proposals

All proposal documents shall be the property of PCORI, retained by PCORI, and not returned to the Offerors.
Protests

Any actual or prospective Contractor who is aggrieved in connection with the solicitation or award of a contract must file a protest with PCORI no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation that are apparent prior to proposal opening or the time set for receipt of initial proposals shall be filed with PCORI prior to proposal opening or the time set for receipt of initial proposals. For procurements in which proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the closing time for receipt of proposals. The protest shall be filed in writing. Protests should be submitted to procurement@pcori.org or mailed to:

PCORI
Attn: Procurement Department
1828 L Street, NW, Suite 900
Washington, DC 20036
Post-Award Information

**Anticipated Award Date**

The anticipated notice of award date is January 8, 2016.

**Post-Award Conference/Kickoff Meeting**

Upon notice of award, PCORI will coordinate an award kickoff meeting the week of December 14th with the Contractor. The exact date, time, and location will be provided at the time of the award.

**Notice to Proceed**

Immediately upon receipt of notice of award, the Contractor shall take all necessary steps to prepare for performance of the services required hereunder. The Contractor shall have a maximum of 10 calendar days to complete these steps.

Following receipt from the Contractor of acceptable evidence that the Contractor has obtained all required licenses, permits, and insurance and is otherwise prepared to commence providing the services, PCORI shall issue a Notice to Proceed.

On the date established in the Notice to Proceed (this notice will allow a minimum of seven calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start work.

**Period of Performance**

The performance period of this contract is from the start date established in the Notice to Proceed and continuing for a one-time project-based effort, lasting five (5) months from January 18, 2016 through May 31, 2016 (estimate is dependent on contract award execution and final milestone scheduled). The initial period of performance includes any transition period authorized under the contract.

**Documentation Requirements**

The Contractor may be required to provide documentation to support its legal ability to operate facilities in the United States.

**Basis of Compensation to the Contractor**

PCORI expects to award a Cost Reimbursable contract for the SOW and budget that is proposed, negotiated with PCORI during the Best and Final Offer process, and listed in the agreement executed between the organizations. Any Contractor quality issues that result in the re-drafting of work or
increased labor required to meet deliverables during the performance of the contract are the financial responsibility of the Contractor, and re-work will be done at the Contractor’s expense.

**Billing and Payment Procedures**

PCORI prefers electronic invoicing. Invoices shall be provided to the Finance Department on a monthly basis.

Billing address:

PCORI
Attn: Finance Department
1828 L St., NW, Suite 900
Washington, DC 20036

E-mail: finance@pcori.org

**Debrief – Post-award**

Offeror shall receive a post-award debriefing provided a written request is submitted to rfp@pcori.org within three calendar days from the Notice of an Award. At PCORI’s sole discretion, the debriefing will be provided in writing or verbally.
Appendix A: PCORI Information Technology (IT) Master Services Agreement Relevant Terms and Conditions

1. Scope of Services.

1.1. Standards. CONTRACTOR shall provide all Services in a professional and workmanlike manner, in accordance with the applicable Statement of Work, and in compliance with all applicable laws, regulations and legal requirements. CONTRACTOR’s personnel will maintain full compliance with all technical standards and follow industry and generally accepted standards. If CONTRACTOR anticipates it will not meet any specifications, schedules, or service levels set forth in the applicable Statement of Work, it shall immediately notify PCORI and shall promptly take all necessary steps to correct and mitigate the potential failure as approved by PCORI.

1.2. Change Orders. The parties may change the scope of the Services and Deliverables and other matters specified in an SOW only by a written amendment executed by an authorized representative of each party (a “Change Order”). If PCORI requests a change, CONTRACTOR shall provide a proposal regarding any required amendments to implement such change and the parties will promptly negotiate and enter into an SOW or Change Order to an existing SOW to reflect the new or changed Services, including any related changes to the price and schedule for such new or changed Services.

1.3. Acceptance Testing. Subject to the terms of the applicable Statement of Work, PCORI shall be provided with the opportunity to conduct acceptance testing of all Deliverables provided by CONTRACTOR. Acceptance will occur when PCORI provides written notice to CONTRACTOR. If any of the Deliverables do not meet the specifications and acceptance criteria set forth in the applicable Statement of Work, PCORI will notify CONTRACTOR of the non-conformance and, within thirty (30) days of such notice, CONTRACTOR shall, at no additional charge, either correct the non-conformance or provide PCORI with a plan acceptable to PCORI for correcting the non-conformance.

2. Warranties.

2.1. Deliverables. In addition to the standards set forth in Section 1.2, as of the date a Deliverable is delivered by CONTRACTOR, (i) CONTRACTOR has all rights necessary to perform the Services and permit PCORI to use the Deliverables without restriction, qualification, or limitation, (ii) the Deliverable shall not infringe the intellectual property rights of any third party; and (iii) the Deliverable shall perform in accordance with any specifications in the applicable Statement of Work or other documentation provided by CONTRACTOR and CONTRACTOR will promptly correct or replace any defective Deliverable in accordance with the terms of Section 1.3.

2.2. Quality. In performing its Services, CONTRACTOR shall comply with all applicable open source code licenses and, except as specifically set forth in the applicable Statement of Work, the Deliverables shall contain no open source software. The Deliverables shall not
contain any virus or other routine or code that would in any way damage, or allow unauthorized access to, PCORI’s computer systems, or limit or affect PCORI’s use of the Deliverables.

2.3. **Non-Interference.** In performing the Services hereunder, neither CONTRACTOR nor any of its employees or permitted sub-contractors, will violate any consulting, employment, confidentiality or other agreement, between such party and a present or former client, employer, or other entity. CONTRACTOR will obtain appropriate agreements with its employees and permitted sub-contractors sufficient to enable full compliance with this Agreement, including Article 6.

2.4. **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER PARTY PROVIDES ANY WARRANTIES TO THE OTHER, EITHER EXPRESS OR IMPLIED, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Personnel.**

3.1. **No Subcontract.** CONTRACTOR may not subcontract or assign all or any part of the Services to be provided under this Agreement without prior written approval of PCORI; provided that CONTRACTOR shall remain fully responsible for the conduct of any such permitted sub-contractors. Personnel used or supplied by CONTRACTOR in the performance of the work hereunder shall be employees of CONTRACTOR and under no circumstances are such personnel to be considered employees of PCORI. To the extent that CONTRACTOR and its employees and any permitted sub-contractors will perform Services at any PCORI facility, CONTRACTOR agrees to comply with PCORI’s applicable policies and procedures as communicated to CONTRACTOR.

3.2. **Qualifications and Replacement.** PCORI shall have the right to review and approve the qualifications of all personnel CONTRACTOR assigns to perform Services under this Agreement prior to the start of work hereunder. CONTRACTOR may not replace, without PCORI’s consent, CONTRACTOR’s Project Manager and other key personnel designated in the applicable Statement of Work except in the event that such key personnel is no longer employed by CONTRACTOR. CONTRACTOR shall promptly notify PCORI of any change in such key personnel and replace such personnel with another employee reasonably acceptable to PCORI.

4. **Intellectual Property.**

4.1. **Definitions.** As used in this Agreement:

4.1.1. “CONTRACTOR Materials” shall mean Materials existing prior to commencement of CONTRACTOR’s performance of the relevant Services, or developed outside the scope of such Services, that are proprietary to CONTRACTOR or to third parties, and all associated intellectual property rights and any derivative works to such Materials.
4.1.2. “Deliverables” shall mean Materials that are prepared for PCORI by CONTRACTOR (either independently or in concert with PCORI or third parties) during the course of CONTRACTOR’s performance of the Services under this Agreement as may be specified in a Statement of Work.

4.1.3. “Materials” means work product and other materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts and summaries thereof.

4.2. Ownership of Deliverables. Subject to Section 4.3, CONTRACTOR and its employees or permitted sub-contractors assigned hereunder hereby assign and grant to PCORI all right, title, and interest, including all patent, copyright, trade secret and other intellectual property rights (including the right to prepare and exploit derivative works), in and to the Deliverables. CONTRACTOR shall promptly disclose to PCORI any Deliverables known to it or its employees and permitted sub-contractors by reason of any Statement of Work under the Agreement. CONTRACTOR agrees to give PCORI all assistance reasonably required to perfect the rights hereinabove defined, including the procurement, at PCORI’s request, of written assignments in a form acceptable to PCORI from all employees and permitted sub-contractors assigned hereunder.

4.3. License. Notwithstanding the provisions of Section 4.4 or any other provision of the Agreement to the contrary, to the extent that any CONTRACTOR Materials are incorporated into or embodied in any of the Deliverables, or cover or control any of the Deliverables, or are necessary in order to fully and freely use any of the Deliverables, CONTRACTOR hereby grants PCORI a perpetual, worldwide, non-exclusive, paid-up right and license to use, copy, modify, sublicense and prepare derivative works of the CONTRACTOR Materials solely as part of or in connection with such Deliverables or any derivative work based upon such Deliverables.

4.4. Third-Party Materials. Unless otherwise expressly set forth in the applicable Statement of Work or previously approved in writing by PCORI, all Deliverables, including licenses granted thereto, will not be subject to any restrictions as a result of or in connection with any third-party materials embodied in the Deliverables.

5. Independent Contractor/Agency.

5.1. CONTRACTOR agrees its performance of this Agreement is that of an independent contractor and not PCORI’s employee, for all purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, any applicable state worker’s compensation act or unemployment insurance act, the provisions of the Internal Revenue Code, applicable state and local revenue and taxation laws and the Fair Labor Standards Act minimum wage and overtime payments provisions. CONTRACTOR shall pay all applicable withholding and self-employment taxes in connection with any compensation received from PCORI for services. CONTRACTOR (including its employees and
permitted sub-contractors) is not entitled to nor shall CONTRACTOR (including its employees and permitted sub-contractors) participate in any of PCORI’s pension, health or other fringe or employee welfare benefit plans.

5.2. PCORI and the CONTRACTOR agree that this Agreement is not intended to create an agency, partnership or employment relationship of any kind; and both agree not to contract any obligations in the name of the other or to use each other’s credit in conducting any activities under this Agreement. CONTRACTOR (including its employees and permitted sub-contractors) has no authority hereunder to make any statement, representation, or commitment of any kind on behalf of PCORI or to bind PCORI to the performance of any duties, or accept any responsibilities on behalf of PCORI. CONTRACTOR (including its employees and permitted sub-contractors) shall not hold itself out to third persons as purporting to act on behalf of, or serving as the agent of, PCORI. CONTRACTOR (including its employees and permitted sub-contractors) shall not enter into any contract or agreement on behalf of PCORI without PCORI’s express written authorization.

6. Indemnification.

6.1. General. CONTRACTOR agrees to indemnify, defend and hold PCORI and its directors, officers, employees, agents, contractors and volunteers harmless with respect to any and all third party claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney’s fees, costs, and other expenses incurred by PCORI on account of (a) any negligence or willful misconduct of the CONTRACTOR (or any of its officers, employees, agents, permitted sub-contractors or affiliates) and (b) any breach of the representations, warranties and covenants set forth in this Agreement by CONTRACTOR. PCORI shall promptly notify CONTRACTOR upon receipt of any such claims and will provide, at CONTRACTOR’s expense, reasonable cooperation with CONTRACTOR regarding the defense of such claims.

6.2. Infringement. CONTRACTOR agrees to indemnify, defend and hold PCORI and its directors, officers, employees, agents, contractors and volunteers harmless with respect to any and all third party claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney’s fees, costs, and other expenses incurred by PCORI on account of a claim against PCORI that any Deliverable infringes a copyright, trade secret or other intellectual property right of any third party, provided that CONTRACTOR shall not be responsible to the extent the claim of infringement is caused by: (a) PCORI’s modification of the Deliverable in contravention of this Agreement; or (b) PCORI’s use of the Deliverable in combination with any Materials not approved or provided by CONTRACTOR. If any Deliverable is, or in CONTRACTOR’s opinion is likely to be, held to be infringing, CONTRACTOR will at its expense and option either: (i) procure the right for PCORI to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing, or (iv) if (i), (ii) or (iii) are not possible, direct the return of the Deliverable and refund to PCORI the fees paid for such Deliverable.

7. Insurance. CONTRACTOR will at its own cost and expense obtain and maintain in full force and effect during the term of this Agreement and for two (2) years thereafter: general liability and professional
liability insurance with coverage for any of services rendered by CONTRACTOR hereunder with policy limits of at least $1 million per occurrence and $3 million in the aggregate; and, any such other insurance coverage that is appropriate for CONTRACTOR’s field and adequate to meet CONTRACTOR’s obligations under this Agreement.

8. **Limitation of Liability.** EXCEPT FOR CONTRACTOR’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR CONFIDENTIALITY OBLIGATIONS UNDER SECTION 11, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE LOSS, DAMAGE OR EXPENSES (INCLUDING BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

9. **Confidentiality and Non-Disclosure.** CONTRACTOR recognizes that during the course of performing its obligations under this Agreement, it is likely to receive, develop, encounter, acquire or otherwise possess information (in hardcopy and/or electronic form) that is, or could reasonably be, considered as proprietary or confidential, including, without limitation, information concerning the assets, liabilities, operations, methods, affairs, financial condition, projections, studies, research or research award information, contracts, Board, Committees, products, services, plans or prospects, possible collaborations or affiliations, analyses, compilations, methodologies, source code listings, computer programs, studies, reports, records or other non-public documents or materials of or relating to PCORI (the “Confidential Information”). CONTRACTOR agrees that it will hold all such Confidential Information in confidence in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care, and, except as expressly set forth in this Agreement, (a) will not disclose Confidential Information to any third party nor give any third party access thereto without the prior written consent of the other party, nor (b) use any Confidential Information except for the sole purpose of performing its obligations under this Agreement; provided, however, that the foregoing will not apply to the extent CONTRACTOR is required to disclose any Confidential Information by applicable law or legal process as long as CONTRACTOR promptly notifies PCORI of such pending disclosure and consults with PCORI prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. If CONTRACTOR is so required to disclose any Confidential Information, it will use reasonable efforts to obtain assurances that the information so disclosed will continue to be afforded confidential treatment. CONTRACTOR will restrict access in the Confidential Information to those of its personnel and permitted sub-contractors engaged in the performance or management of the Services under this Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement.

Notwithstanding the above, Confidential Information does not include any information that (i) was known by CONTRACTOR prior to disclosure by PCORI as demonstrated by its written records; (ii) is or becomes public knowledge available through no wrongful act of CONTRACTOR (e.g., through presentation at a public meeting, posting on a website, or publication in scientific or non-scientific print media); or (iii) is or becomes available to CONTRACTOR without obligation of confidence from a source having the legal right to disclose that information. CONTRACTOR will adopt reasonable precautions to guard against unauthorized release of any Confidential Information.

At any time upon written request, CONTRACTOR shall promptly redeliver to or destroy, at the discretion of PCORI, all written material in any media or format whatsoever containing, reflecting or
in any way derived from the Confidential Information (including notes, summaries, copies, extracts or other reproductions, in whole or in part). Within ten (10) days of redelivery or destruction, CONTRACTOR shall certify in writing to PCORI that the Confidential Information was redelivered or destroyed. The redelivery or destruction of the Confidential Information shall not in any way relieve CONTRACTOR of its obligation of confidentiality.

CONTRACTOR shall not disclose any confidential or proprietary information that is owned by CONTRACTOR or a third party as part of providing the Services under this Agreement. If the Services for a particular Statement of Work require CONTRACTOR to disclose any such confidential information to PCORI, the parties will agree in the applicable Statement of Work on the protocols and obligations of each party with respect to the access, use and protection of such confidential information.

10. **Use of Names or Marks; Publicity.** Except as otherwise set forth in this Agreement, neither party will use the name or logo or other trademark or service mark of the other party without prior written consent. CONTRACTOR shall not represent, directly or indirectly, that CONTRACTOR or any product or service has been approved or endorsed by PCORI without PCORI’s prior written consent. Any publicity or public statement relating to this Agreement shall be subject to the advance written approval of PCORI, including as to content and timing.

11. **Conflicts of Interest.** CONTRACTOR acknowledges and agrees that PCORI will require CONTRACTOR to sign a conflict of interest disclosure statement. CONTRACTOR agrees to disclose any conflicts of interest on the part of CONTRACTOR that has the potential to bias or has the appearance of biasing its obligations under this Agreement. CONTRACTOR warrants that there is no undisclosed conflict of interest in CONTRACTOR’s other contracts or agreements or other employment or in the operation of CONTRACTOR’s business with the Services to be performed under this Agreement.

12. **Audit.** During the term of this Agreement and for a period of one year thereafter, CONTRACTOR shall provide (and shall cause any CONTRACTOR permitted sub-contractors to provide) to PCORI and its auditors, including any regulatory authorities that have jurisdiction over PCORI, access at all reasonable times and after reasonable notice to any CONTRACTOR Service location, to CONTRACTOR personnel providing the Services, and to data and records relating to the Services for the purposes of (a) performing audits and inspections of CONTRACTOR and its business to verify the performance of Services in accordance with the terms of this Agreement and (b) enabling PCORI to comply with all applicable laws, rules and regulations.
Appendix B: PCORI Hosting Services Addendum

1. **Scope of Work.** CONTRACTOR shall make available to PCORI the proper functioning of the Licensed Software, Hosting Environment, security, support, maintenance and reporting, or any combination thereof, provided for the PCORI Data by CONTRACTOR hereunder (“Hosting Services”) as described in this Addendum and the SOW.

   1.1. “Licensed Software” shall mean the software (including any updates, replacements, enhancements, or modifications thereof) used by CONTRACTOR in the provision of the Hosting Services, as such software may be further described in the SOW, including any associated documentation.

   1.2. “Hosting Environment” shall mean the facility, hardware, software, telecommunications connectivity, network monitoring, and other infrastructure components utilized by CONTRACTOR in providing Hosting Services to PCORI hereunder as such environment may be further described in the SOW.

   1.3. “PCORI Data” shall mean any PCORI provided data and/or information, including but not limited to printed or electronic data, documentation, technology or other information (i) provided to CONTRACTOR by, through, or on behalf of PCORI; (ii) input into or generated by the use of the Licensed Software or Hosting Environment; and/or (iii) posted, transmitted, submitted or generated by the use of the Licensed Software or Hosting Environment.

2. **Services.**

   2.1. **General.** CONTRACTOR represents and warrants that it will perform the Hosting Services in a professional and workmanlike manner consistent with generally accepted industry standards reasonably applicable to the performance thereof, the Hosting Environment shall be capable of supporting the Hosting Services contemplated herein, and the Licensed Software and any updates, upgrades, enhancements, improvements or modifications thereof, which LICENSOR provides to PCORI in connection with the Hosting Services, will perform in accordance with the Licensed Software’s associated documentation and specifications. CONTRACTOR will perform the Hosting Services in compliance with all applicable laws, including privacy standards.

   2.2. **Maintenance.** At no additional charge, CONTRACTOR will provide updates, replacements, enhancements and/or modifications of the Licensed Software provided to customers of CONTRACTOR using the Licensed Software in a hosted environment to ensure continued operation of the Licensed Software and the Hosting Services in accordance with this Addendum and the SOW.

   2.3. **Servers/Bandwidth.** Unless otherwise set forth in the SOW, servers and other equipment used to host the PCORI Data shall be dedicated to PCORI and not shared by any other users or customers of CONTRACTOR. The servers that support the Hosting Services will be automatically upgraded when their utilization exceeds the sustained peak utilization required to support the Hosting Services, including use of multiple servers with load
balancing to improve performance and facilitate disaster recovery. When such configurations are used, fail over from a primary server to a backup server shall occur with no interruption of Hosting Services. The bandwidth representing PCORI’s connection to CONTRACTOR’s internal network and/or CONTRACTOR’s internal network or connection to the Internet will be available 24/7/365 and will be automatically upgraded when the available bandwidth falls below the bandwidth required to support the Hosting Services. Bandwidth usage shall be continually measured and shall be reported to PCORI by CONTRACTOR as reasonably requested by PCORI. Specific service level and performance standards for the Hosting Environment, including bandwidth and equipment, may be further described in the SOW.

2.4. **Data Backup.** Except as set forth with regard to specific backup requirements set forth in the SOW, CONTRACTOR will make an incremental backup of the PCORI Data every day, a complete backup of the PCORI Data every week and sent off-site, and full system backup each month which will be archived for one (1) year from the date of the backup. Should the need arise, CONTRACTOR shall promptly use all commercially reasonable efforts to reconstruct and restore the PCORI Data from its backup in accordance with CONTRACTOR’s then-current procedures for restoring data similar to the PCORI Data. CONTRACTOR shall perform such reconstruction and restoration at no additional charge to PCORI.

2.5. **Security.** The Hosting Environment, the Hosting Services and security practices shall meet or exceed generally accepted trade practice in the industry (including, but not limited to, ISO/IEC 27002) to appropriately safeguard the Hosting Environment, Licensed Software and PCORI Data against unauthorized access and/or interference by third parties, intrusion, theft, destruction, loss or alteration. The underlying operating system and network security controls shall meet or exceed generally accepted trade practice in the industry to ensure the confidentiality and integrity of the Licensed Software and PCORI Data and CONTRACTOR shall implement commercially reasonable security practice improvements as may be necessary to respond to newly designed and/or discovered security threats. The Hosting Environment shall be capable of providing encryption (not less than 128 bit SSL) for data collected, stored and/or transmitted by the Hosting Services and CONTRACTOR shall provide encryption as may be described in the SOW.

2.5.1. **Non-Interference.** CONTRACTOR shall not perform any actions or include in the Licensed Software or Hosting Services any software, hardware, electronic or other security mechanism that hinders or will hinder PCORI’s or its designees’ freedom to access and/or use the Hosting Services (including, without limitation, the Licensed Software) in accordance with its intended use. A requirement for PCORI or its designees’ use of user names, passwords and other industry-accepted security mechanisms will not be considered a violation of this Section.

2.5.2. **Personal Information.** “Personal Information” means information (a) that pertains to a specific person, including without limitation, a person’s e-mail address, name, mailing address, telephone number, credit card number, or persistent identifier associated with a person’s individually identifiable information, or (b) that can, together with the other information collected or to be collected, identify a specific individual, even if such
information cannot, by itself, identify a specific individual. For the avoidance of doubt, all Personal Information that PCORI provides or otherwise makes available, or CONTRACTOR otherwise accesses or acquires in connection with this Addendum shall be deemed Confidential Information of PCORI. In the event that PCORI provides or otherwise makes available, or CONTRACTOR otherwise accesses or acquires any Personal Information in connection with this Addendum, the mutually agreed terms and conditions, attached as an Exhibit hereto and incorporated herein by reference, shall govern the use of such Personal Information.

2.5.3. Incidents. In the event that an identified occurrence indicating a possible breach of a network, service, system or security policy, and/or the Hosting Environment or PCORI Data is disabled, lost, corrupted, destroyed, disclosed or otherwise compromised (an “Incident”), or CONTRACTOR has reason to believe that an Incident has occurred, CONTRACTOR shall immediately notify PCORI of the Incident, including, in reasonable detail, the potential impact on PCORI of the Incident and the corrective action taken or to be taken by CONTRACTOR. If an Incident occurs, then CONTRACTOR shall, without limiting any other rights PCORI may have hereunder: (i) bear the cost of implementing those security measures necessary to repair the security breach, including the cost of reverting to a backup of the PCORI Data if needed, and (ii) reimburse PCORI for the costs incurred to correct, restore or re-create any PCORI Data lost, damaged or corrupted as a result of such Incident and for legal expenses PCORI may incur in efforts to recover and/or prevent the unauthorized distribution of PCORI Data obtained by a third party as a result of such Incident.

2.5.4. Audits. PCORI shall have the right, at any time during the term of the Agreement, including any renewal thereof, but no more than once in any 12-month period, to review CONTRACTOR’s privacy and security practices, including, but not limited to, staffing and security-related controls and policies and CONTRACTOR will cooperate reasonably with such audit. Following completion of such audit, PCORI shall promptly notify CONTRACTOR in writing of any nonconformance to generally accepted trade practice in the industry (“Security Issues”). CONTRACTOR shall, within ten (10) days of receipt of such written notification, either correct such Security Issues or provide PCORI with a plan acceptable to PCORI for remediating the Security Issues at CONTRACTOR’s expense.

2.6. Disaster Recovery. CONTRACTOR shall include PCORI in its standard site disaster recovery plan, or a disaster recovery plan mutually agreed by the parties (the “Disaster Recovery Plan”), such that, except as set forth in the SOW, the Hosting Services can be made available for normal use within four (4) hours of any disaster. PCORI reserves the right, at its sole expense, to review and audit the Disaster Recovery Plan. CONTRACTOR shall not make any changes to the Disaster Recovery Plan that would have a material adverse impact on its ability to fulfill its obligations under this Section.
3. **Proprietary Rights.**

   3.1. **License Grant.** Subject to the terms and conditions of this Addendum and the SOW, and in consideration for the payment of fees pursuant to the Agreement and the SOW, CONTRACTOR hereby grants to PCORI, and PCORI’s designees, a non-exclusive, transferable, worldwide license to access and use the Hosting Environment, including the Licensed Software installed therein and in connection therewith, solely for PCORI’s and such designees’ use and benefit.

   3.2. **Ownership of PCORI Data.** CONTRACTOR agrees and acknowledges that the PCORI Data includes trade secrets and confidential information and shall be deemed to be Confidential Information under Article 11 of the Agreement. CONTRACTOR shall acquire no right or title to or interest in said PCORI Data by virtue of the Agreement, this Addendum or any Statement of Work. To the extent that CONTRACTOR has any claim to right, title or interest in said PCORI Data (including, without limitation, the Results), CONTRACTOR hereby assigns to PCORI all such right, title and interest. CONTRACTOR will not supplement, modify or alter the PCORI Data, disclose such PCORI Data to any third party or use such PCORI Data other than for the provision of the Hosting Services, except with PCORI’s prior written consent.

4. **General**

   4.1. **Bankruptcy.** CONTRACTOR acknowledges that if CONTRACTOR, as debtor in possession, or if a trustee in bankruptcy acting for CONTRACTOR in a case under the Bankruptcy Code, rejects the Agreement, this Addendum or any applicable Statement of Work, CONTRACTOR or said trustee, as the case may be, shall, at no additional cost to PCORI, continue to store the PCORI Data for a period not less than ninety (90) days from the date of such bankruptcy, and extract the PCORI Data from the Hosting Environment in the file format specified in the applicable Statement of Work and deliver it to PCORI together with all PCORI Data backup data and/or tapes within thirty (30) days of PCORI’s written request.

   4.2. **No Liens.** CONTRACTOR shall not permit any liens or other encumbrances to be placed upon any PCORI equipment or facility. CONTRACTOR shall provide PCORI with prompt notice if any lien or other encumbrance is placed on any CONTRACTOR Supplied Equipment containing PCORI Data.

   4.3. **All Fees Stated.** Except as specifically provided herein, in the Agreement or in the SOW, there are no other fees or costs to be paid by PCORI under this Addendum.
Offeror shall submit the following information as part of the proposal for both the Offeror and proposed major subcontractors. A list of three contracts completed during the past five years, or currently in process, Contracts listed may include those entered into by the federal government, agencies of state and local governments, and commercial clients. Include the following information for each contract and subcontract:

<table>
<thead>
<tr>
<th>Name of contract</th>
<th>Contract 1</th>
<th>Contract 2</th>
<th>Contract 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of client or customer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract type</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dates of performance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total contract value</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program manager and telephone number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracting officer and telephone number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative contracting officer, if different from contracting officer, and telephone number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of major subcontracts</td>
<td></td>
<td></td>
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# Appendix D: Submission Checklist

<table>
<thead>
<tr>
<th>Cover Letter</th>
<th>Length</th>
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<tbody>
<tr>
<td>☐ Cover Letter <em>(see page 13)</em></td>
<td>As needed</td>
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<table>
<thead>
<tr>
<th>Volume I: Technical Proposal</th>
<th>Length</th>
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<tbody>
<tr>
<td>☐ Statement of Understanding <em>(see page 14)</em></td>
<td></td>
</tr>
<tr>
<td>☐ Technical Solution <em>(see page 14)</em></td>
<td>25 pages maximum</td>
</tr>
<tr>
<td>☐ Management Approach <em>(see page 14)</em></td>
<td></td>
</tr>
<tr>
<td>☐ Past Performance <em>(see page 15)</em></td>
<td></td>
</tr>
<tr>
<td>☐ Appendix A: Résumés of Key Personnel <em>(see pages 9 and 14)</em></td>
<td>2 pages per résumé maximum</td>
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<td>☐ Appendix B: Past Performance Chart <em>(see page 31)</em></td>
<td>As needed</td>
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<table>
<thead>
<tr>
<th>Volume II: Cost Proposal</th>
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<tr>
<td>☐ Budget <em>(see page 16)</em></td>
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</tr>
<tr>
<td>☐ Budget Narrative (Optional) <em>(see page 16)</em></td>
<td>2 pages maximum</td>
</tr>
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Appendix E: Performance Monitoring

PCORI will assess the performance of the Contractor according to the criteria in the table below.

<table>
<thead>
<tr>
<th>Quality Measurement/Component</th>
<th>Quality/Performance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exceeds</td>
</tr>
<tr>
<td>Responsiveness</td>
<td>Responds same day</td>
</tr>
<tr>
<td>Routine Deliverables</td>
<td>Plain language, readable, well-organized, comprehensive capture of all themes, and informed prioritizing of issues for PCORI address</td>
</tr>
<tr>
<td>Meeting Deliverables</td>
<td>Plain language, readable, well-organized, comprehensive capture of all themes, and informed prioritizing of issues for PCORI to address</td>
</tr>
<tr>
<td>Program Evaluation Plans</td>
<td>Clear, submitted ahead of schedule, and easily executable by PCORI</td>
</tr>
</tbody>
</table>