



Division of Acquisition Management, SAS
Room 5-101, Parklawn Building
5600 Fishers Lane
Rockville, MD 20857

February 18, 2010

Dear Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Solicitation 10-233-SOL-00072. This requirement is for The Department of Health and Human Services/Program Support Center for the Office of the National Coordinator (ONC).

The Government is limiting consideration to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITACC) CIO-SP2i Task Order holders only.

Please read the attached Solicitation carefully and prepare your proposal in accordance with the solicitation requirements. The solicitation contains the following:

SF1449

Attachments A: Description and Specifications

Attachment B: Statement of Work/Task Order Deliverables/Performance Standards and Measures

Attachment B-1: Instructions to Offerors & Evaluation Criteria

Attachment C: Non-Disclosure Agreement & Contract Administration

Prospective Offerors are requested to submit all questions and proposals through the NITAAC website. To confirm that all electronic submissions are successfully captured by the NITAAC website, please e-mail Tory Estabrook at Tory.Estabrook@psc.hhs.gov stating that 'company has submitted questions/proposals through the NITAAC website.' Offerors must reference the solicitation number **10-233-SOL-00072** on all correspondences.

All questions must be submitted by **3:00 PM EST on February 25, 2010**. The questions and answers will be posted on the NITAAC website.

An electronic copy of your complete proposal must be received through the NITAAC website no later than **3:00 PM EST on March 11, 2010**. All proposals shall be marked with the solicitation number **10-233-SOL-00072**.

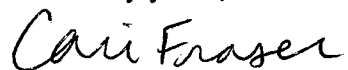
It is the Offeror's responsibility to submit all proposals by the scheduled closing date and time and in accordance with the attached "Instructions to Offerors".

This RFP does not commit the Government to pay any costs for the preparation and submission of your proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed requirement.

There are similar ONC solicitations that will be issued via the NITAAC vehicle. The Government is encouraging Offerors to consider responding to those solicitations as well as this one.

If any additional information is required, please contact Tory Estabrook via email at Tory.Estabrook@psc.hhs.gov.

Sincerely yours,

A handwritten signature in black ink that reads "Cari Fraser". The signature is written in a cursive, flowing style.

Cari Fraser
Contract Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 6	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 10-233-SOL-00072		6. SOLICITATION ISSUE DATE 02/18/2010
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VICTORIA ESTABROOK			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 03/11/2010 1500 ET
9. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
CODE		CODE		CODE		CODE	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
1	ARRA REQUIREMENT - This solicitation is issued subject to the availability of funds (FAR 52.232-18, Availability of Funds (APR 1984)). Harmonization of Standards and Interoperability Specifications <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED
				VICTORIA W. ESTABROOK			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (DEC 2009), ALTERNATE II (DEC 2009)				
	(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:				
	(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).				
	(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).				
	(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).				
	(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:				
	[Contracting Officer check as appropriate.]				
	X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).				
	___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).				
	X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)				
	X (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).				
	___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).				
	___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business				
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED INSPECTED

NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
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41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
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42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
10-233-SOL-00072

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).				
	<input type="checkbox"/> (7) [Reserved]				
	<input type="checkbox"/> (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).				
	<input type="checkbox"/> (ii) Alternate I (Oct 1995) of 52.219-6.				
	<input type="checkbox"/> (iii) Alternate II (Mar 2004) of 52.219-6.				
	<input type="checkbox"/> (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).				
	<input type="checkbox"/> (ii) Alternate I (Oct 1995) of 52.219-7.				
	<input type="checkbox"/> (iii) Alternate II (Mar 2004) of 52.219-7.				
	<input checked="" type="checkbox"/> (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).				
	<input type="checkbox"/> (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).				
	<input type="checkbox"/> (ii) Alternate I (Oct 2001) of 52.219-9.				
	<input type="checkbox"/> (iii) Alternate II (Oct 2001) of 52.219-9.				
	<input type="checkbox"/> (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).				
	<input type="checkbox"/> (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).				
	<input type="checkbox"/> (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).				
	<input type="checkbox"/> (ii) Alternate I (June 2003) of 52.219-23.				
	<input type="checkbox"/> (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).				
	<input type="checkbox"/> (16) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).				
	<input type="checkbox"/> (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).				
	<input type="checkbox"/> (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).				
	<input checked="" type="checkbox"/> (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).				
	<input type="checkbox"/> (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).				
	<input checked="" type="checkbox"/> (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).				
	<input checked="" type="checkbox"/> (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).				
	<input checked="" type="checkbox"/> (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).				
	<input checked="" type="checkbox"/> (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).				
	<input checked="" type="checkbox"/> (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).				
	<input checked="" type="checkbox"/> (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).				
	<input checked="" type="checkbox"/> (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
10-233-SOL-00072

PAGE OF
4 6

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)</p> <p>___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).</p> <p>___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).</p> <p>___ (ii) Alternate I (DEC 2007) of 52.223-16.</p> <p>___ (31) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).</p> <p>___ (32) (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).</p> <p>___ (ii) Alternate I (Jan 2004) of 52.225-3.</p> <p>___ (iii) Alternate II (Jan 2004) of 52.225-3.</p> <p><u>X</u> (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p><u>X</u> (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).</p> <p>___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p>___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p><u>X</u> (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).</p> <p>___ (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).</p> <p>___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).</p> <p>___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p>___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).</p> <p>___ (ii) Alternate I (Apr 2003) of 52.247-64.</p> <p>(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]</p> <p>___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
10-233-SOL-00072

PAGE OF
5 6

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 351, et seq.).</p> <p>(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).</p> <p>(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).</p> <p>(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.</p> <p>(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-</p> <p>(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and</p> <p>(ii) Interview any officer or employee regarding such transactions.</p> <p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p> <p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p> <p>(e)(1) (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-</p> <p>(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
10-233-SOL-00072

PAGE OF
6 6

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(ii) Those clauses listed in this paragraph (e) (1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-</p> <p>(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).</p> <p>(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (May 2009) (Section 1553 of Pub. L. 111-5).</p> <p>(C) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(E) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).</p> <p>(F) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).</p> <p>(G) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).</p> <p>(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>(L) 52.222-54, Employment Eligibility Verification (Jan 2009).</p> <p>(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p>				

DESCRIPTION AND SPECIFICATIONS

1. Project Title: Harmonization of Standards and Interoperability Specifications
2. Period of Performance: Date of award through 24 months
3. Contract Type: Time & Material
4. Place of Performance: At the Contractor's site
5. Purpose of Contract: The purpose of this requirement is to obtain Contractor support services to harmonize standards and interoperability specifications to achieve ubiquitous implementation of standards, promote wider use of standards, and increased level of interoperability across the nation in health information technology (HIT). The overall purpose of the Office of the National Coordinator for Health Information Technology (ONC) programs is to facilitate and expand the secure, electronic movement and use of health information among organizations according to nationally recognized standards.
6. Background: On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009 (ARRA). This statute includes The Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) that sets forth a plan for advancing the appropriate use of health information technology to improve quality of care and establish a foundation for health care reform. The HITECH Act authorizes the Centers for Medicare & Medicaid Services (CMS) to administer incentives to eligible professionals (EPs) and hospitals for meaningful use of certified electronic health records (EHRs). These incentives are anticipated to drive adoption of EHRs needed to reach the goal of all Americans having secure EHRs by 2014. To achieve the vision of a transformed health system that health information technology (HIT) can facilitate, there are four critical prerequisites:
 - (1) Clinicians and hospitals must acquire and implement certified EHRs in a way that fully integrates these tools into the care delivery process;
 - (2) Appropriate technical, legal, and financial supports are needed to enable information to flow securely to wherever it is needed to support health care and population health;
 - (3) Standards and interoperability is achievable by the providers, consumers and industry; and
 - (4) Federal government, specifically ONC, provides an interoperability infrastructure for providers and consumers as necessary.

Nationwide Health Information Network (NHIN) is an interoperability infrastructure that has been piloted and is in its demonstration phase at ONC. NHIN is the enabler to make the HITECH priorities achievable to improve quality care, expedite care coordination, and reduce costs.

The NHIN includes a coordinated architecture of a common, secure, and trusted network

which enables the exchange of health information and coordination of care among private health networks and Federal health care providers; such as the Indian Health Services, Veterans Affairs, and Department of Defense. As patients are seen by providers from different health systems, the NHIN allows seamless transfer and sharing of health information to make it available where and when it is needed resulting in better informed decisions and improving quality of care. The NHIN integrates specifications, implementations, compliance and interoperability verification, and network operations along with a strong trust fabric into a harmonized set of activities that reduce the cost and time-to-market of health information technology interoperability. By integrating and streamlining the technical, policy, and operational components necessary to participate in a common and secure health network, the NHIN offers a method of effective and cost efficient health information exchange, especially for the mature health information exchange or federal agency that has a need to exchange information with many entities. An operational and viable NHIN will greatly increase the demand for and success of health information exchange adoption, and enable organizations to implement approved standards and achieve meaningful use targets associated with the exchange of health information.

HITECH also authorizes the establishment of several new grant programs, contracts, and studies that will address the prerequisites described above and promote wider adoption of HIT. The priority grant programs and contracts are fundamental to realizing the promise of meaningful use of HIT that leads to improved quality, efficiency, and safety of health care. Under the HITECH Act, an eligible professional or hospital is considered a "meaningful EHR user" if they use certified EHR technology (i.e., EHRs certified against the functional criteria) and standards adopted by the Secretary, including but not limited to e-prescribing and the electronic exchange of information for the purposes of quality improvement, such as care coordination. In addition, eligible professionals and hospitals must submit clinical quality and other measures to HHS.

Meaningful use incentives will be available to health care providers beginning in FY 2011 based on their Medicare and Medicaid coverage status and other statutorily defined factors. This includes eligible health care professionals and acute care hospitals and takes into consideration adjustment factors for children's hospitals and critical access hospitals. The detailed criteria to qualify for meaningful use incentive payments will be established by the Secretary of HHS through the formal notice-and-comment rulemaking process. The rule can be reviewed at <http://www.gpoaccess.gov/fr/index.html>.

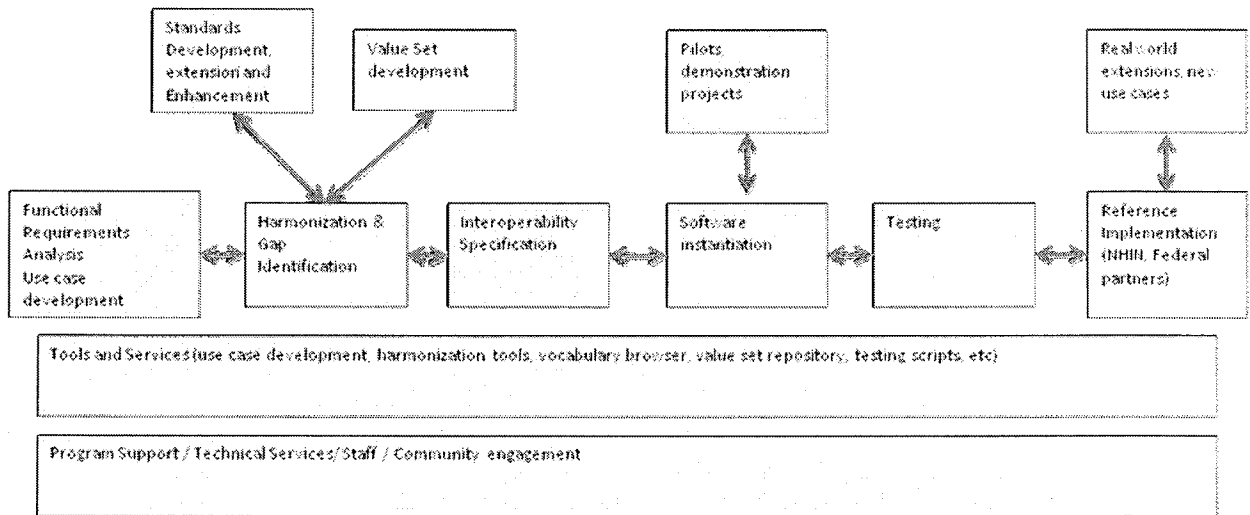
The HITECH Act also requires these meaningful use criteria to become more stringent over time. In 2015, providers are expected to have adopted and be actively utilizing an EHR in compliance with "meaningful use" or they will be subject to financial penalties under Medicare. The information exchange requirements for the meaningful use EHR incentives, as specified in the regulation currently under development, will inform a strategic framework for this requirement. Any goals, objectives, and corresponding measures of meaningful use that require Health Information Exchange (HIE) over time will be the reference point for the developers and users.

A key component of "meaningful use" is certified electronic health records and key certification criteria. The electronic health record is interoperable and adheres to

standards adopted by the Secretary. These criteria and standards were recently released in the Interim Final Rule by ONC. To support on-going implementation and adoption of standards and interoperability, ONC has developed a framework that has several key steps which includes NHIN, a critical component of the framework. The overview of framework is provided below.

Overview of Standards and Interoperability Framework

Interoperability/Standards processes



This framework is a life cycle for the development of standards and interoperability specifications and is meant to establish a sustainable set of tools and processes that will streamline and coordinate the development of standards and interoperable software solutions to support the goals of the HITECH Act. This framework will support all ONC programs and efforts in increasing adoption of health IT across the entire health care enterprise.

This framework can be effective only when each task is well coordinated with other tasks in the process i.e., the output from a task can be a critical input to another task. Some activities may focus only on a single task within the framework; whereas certain activities such as community engagement and architectural support may span multiple tasks. Therefore it is important that all contractors working on various tasks within this framework collaborate with others.

Widespread adoption and meaningful use of HIT is one of the foundational steps in improving the quality and efficiency of health care. The appropriate and secure exchange of information is a critical enabler of a high performance health care system. The overall

purpose of the ONC programs is to facilitate and expand the secure, electronic movement and use of health information among organizations according to nationally recognized standards.

Standards are foundational to interoperability. Despite all the effort and progress in development and adoption of standards, current standards do not ensure interoperability due to many factors, such as overlap, conflicts and diversity in standards, and implementation specifications. To realize true interoperability, many standards and specifications need to be harmonized, including standards that do not traditionally fall into the commonly accepted healthcare standards, e.g., broader technology standards for data interchange.

Harmonization of Standards and Interoperability Specifications

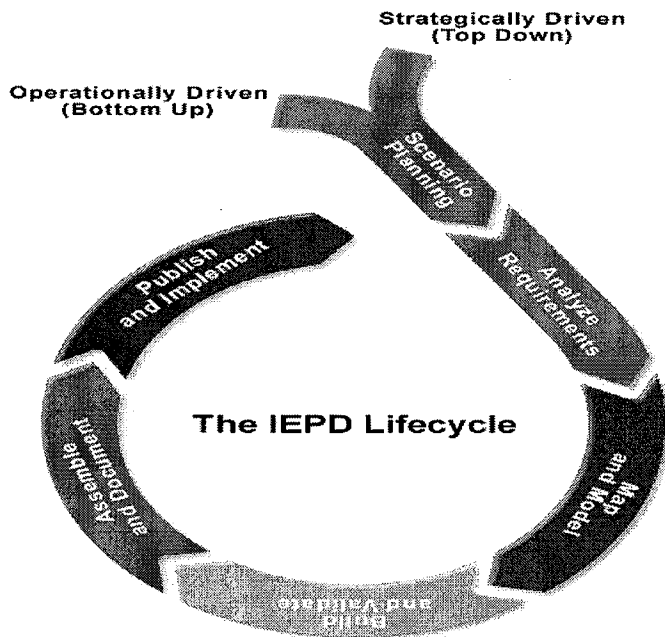
ONC anticipates that there will be many overlapping requirements and standards described in the interoperability requirements of different stakeholders. For example, one use case may need patient *demographic* information (Age, Sex, Address), while another may describe similar *demographic* information in a different way (DateOfBirth, Gender, City/State). Supporting interoperability and standardization across use cases will require harmonization of these descriptions and produce an inclusive, consistent view of the interoperability requirements. Integration of different views of health care information into a consistent view is the harmonization process. This process will include merging related concepts, adding new concepts, and mapping concepts from one view of health care information into another view. The harmonized view of patient information will then need to be reviewed by the use case developers to assure that the harmonized elements capture the real-world interoperability of the original use cases. Gaps that are identified will then point towards development of new interoperability standards.

Through an organized process, additions of new standards and creation of new interoperability specifications can be streamlined working across all steps in the standards and interoperability framework. ONC would like to establish an organized process leveraging a proven approach: National Information Exchange Model (NIEM) to support the harmonization effort.

The National Information Exchange Model (NIEM) is a joint federal program which started in 2005 to promote standardization of XML information exchanges. NIEM provides a common vocabulary with terms, definitions, and formats - independent of an individual agency's database management systems and a structured approach to developing the reference documentation that expresses the NIEM information exchange's requirements in an implementation ready format - the Information Exchange Package Documentation (IEPD). The process is described below.

NIEM is designed to develop, disseminate, and support enterprise-wide information exchange processes and standards that can enable jurisdictions to effectively share critical information in both emergency and routine situations. Today, NIEM does not include healthcare domain. However, NIEM provides a consistent approach that will help

develop consistent description of use cases and help the healthcare stakeholders. ONC would like to establish a NIEM like process and develop and support healthcare specific tools to meet the unique needs of the ONC communities and the privacy and security concerns of health care consumers. Leveraging the tools and resources available in the NIEM process will help each new case to build on previous use cases and identify overlapping standards as well as missing standards. This can then lead into harmonization process leveraging NIEM model.



Starting from the business case requirements and scenario planning through testing and documentation, the IEPD lifecycle and processes will help develop documentation for standards and implementation specifications.

7. Government Furnished Information: The relevant information about the IFR can be found on the website <http://www.gpoaccess.gov/fr/index.html>. The relevant information about NIEM can be found on the website <http://www.niem.gov/>. The relevant information about IEPD can be found on the website [http://www.niem.gov/files/NIEM IEPD Requirements v2 1.pdf](http://www.niem.gov/files/NIEM%20IEPD%20Requirements%20v2%201.pdf).

8. Government Furnished Property: None.

9. Rights in Data: All data produced under this task order is the property of the Government. The Contractor, including subcontractors, agrees not to disclose, verbally or in writing, information pertaining to the results or findings of work (including data base files, analyses, draft or final papers and reports) for the period of this task order under this contract without obtaining prior written approval of the COTR. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying: who or what is generating the request for advance information; when

and how project results/information would be released; and what information would be released. Failure to receive response from the COTR does not constitute approval for releasing information.

Statement of Work

The objective of this task order is to prototype, evaluate, and establish a NIEM like harmonization process for healthcare domain for achieving widely accepted and useful set of standards and interoperability specifications targeted specifically to enable and support widespread interoperability among health care software applications, particularly Electronic Health Records (EHRs). The harmonization process shall include the function of reviewing, reconciling, developing, setting, and maintaining standards, the models in NIEM, and interoperability specifications required to achieve interoperability. The scope of standards shall include four categories (based upon recommendations from the Health Information Technology Standards Committee, a federal advisory committee and defined in the IFR). They are:

1. Content Exchange Standards: Standards used to share clinical information such as clinical summaries, prescriptions, and structured electronic documents;
2. Vocabulary Standards: Standard nomenclature and code sets used to describe clinical problems and procedures, medications, and allergies;
3. Transport Standards: Standards used to establish the communication protocol between systems; and
4. Privacy and Security: Standards which relate to and span across all of the other types of standards, e.g., authentication, access control, transmission security, and encryption.

Coordination with other steps in the framework is critical to this task order. The Contractor shall coordinate output from the use case development effort and provide input into efforts related to development of standards. The Contractor shall leverage the NIEM process to extend, test, and evaluate a harmonization process for standards, business models, and interoperability specifications that shall include the following:

1. Review list of use cases identified/developed in the use case development step;
2. Identify list of standards and related interoperability specifications for all prioritize use-cases and business requirements to identify related standards for each use case;
3. Identify duplications and gaps within the universe of standards and interoperability specifications (ISs) relevant to use-cases, with proposed resolution and timelines;
4. Develop change management process, a release and dissemination process, and release schedule for harmonized version of standards and ISs;
5. Implementation guidelines for standards and ISs, including how to test the adherence to the specified standards and ISs;
6. Recommend harmonized standards and ISs that can best support use cases and business needs; and
7. Create a model for continuous improvement and implementation of harmonization activities.

NIEM infrastructure includes several mission based domains; Communities of Interest (COIs) that define the data elements within the domains; and building of the relevant

information across domains into NIEM core. The Domain Governance includes each domain establishing its own stewarding organization comprised of relevant stakeholders that would manage updates and minor releases. The NIEM Program Management Office supports cross domain harmonization and maturation of the core for major releases.

During this task order, the Contractor shall establish similar infrastructure for health care domain to include relevant COIs and a healthcare core consistent with the NIEM core. The Contractor shall also establish domain governance for the healthcare domain with participation from all relevant stakeholders and work with the NIEM program management office to make sure healthcare artifacts are matured and harmonized as necessary into NIEM core. The Contractor shall perform a convening role in engaging appropriate stakeholders in identifying and harmonizing standards and implementation specifications.

The Contractor shall leverage the NIEM and IEPD process to develop consistent documentation and description. The Contractor shall review the NIEM process and create a NIEM like process for the healthcare domain and execute the IEPD life cycle key steps as depicted above. The Contractor shall engage multiple stakeholders who are represented through an inclusive governance process to ensure an objective, open, and consensus-driven process and credible results.

The Contractor shall maximize the use of existing processes when appropriate and collaborative with other HHS health IT Contractors working on various components of the standards and interoperability framework. The Contractor shall also leverage deliverables and other artifacts in development of deliverables for this task order, i.e., take output from other tasks within the standards and interoperability framework such as use case development to identify a list of standards and develop artifacts that can be used by other tasks within the framework such as testing.

Since the use case development and harmonization efforts need to be well coordinated and integrated with each other, Offerors are encouraged to propose on both task orders if they have the credentials to perform both tasks successfully.

A. Summary of Tasks

The Contractor shall accomplish, but is not limited to, the following tasks listed below:

1. Contract-Level and Task Order (TO) Management
2. Finalize Harmonization Process
3. Identify Gaps and Develop Strategies for Resolution
4. Harmonize Standards and Interoperability Specifications

Outcomes/Objectives to be accomplished for the Specification of Tasks below include, but are not limited to:

Task 1 – Contract-Level and Task Order (TO) Management

1.1 Contract-Level Program Management:

- a. The Contractor shall provide the technical and functional support needed for program management of this SOW including productivity and management methods, such as quality assurance, configuration, work breakdown structure, and resource management.
- b. The Contractor shall coordinate organizational requirements, manage projects and schedules, and report progress/issues to COTR.
- c. The Contractor shall provide the centralized administrative, clerical, documentation, and other related functions.
- d. The Contractor shall manage the work according to the work plan approved by the COTR.

1.2 Task Order Management:

The Contractor shall prepare a Task Order Management Plan describing the technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements throughout the task order execution.

1.3 Post Award Meeting:

The Contractor shall meet with the Contracting Officer Technical Representative (COTR) and other ONC staff, in a face to face meeting, to discuss the objectives of the task order and any related project issues within two weeks after award. A written agenda for the meeting shall be prepared by the Contractor and sent to the COTR three (3) days prior to the meeting.

1.4 Project Work Plan:

The Contractor shall submit a draft analytical work plan of not more than ten (10) single-spaced pages for the review and approval of the COTR. The work plan shall reflect preliminary discussions and decisions reached during the post-award meeting. The work plan shall include at a minimum, a communication plan to include outreach and updates to all key stakeholders and a chart with the timeframe for draft and final deliverables with specific dates identified.

1.5 Collaboration Meetings:

The Contractor shall participate in meetings and related activities which shall be designated by the COTR, including: 1) attending appropriate Federal Advisory Committee that will develop advice and recommendations for coordinating efforts in the public and private sectors for interoperable HHS health IT adoption; and 2) participating with HHS health IT Contractors and stakeholders such as HHS,

