



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](mailto: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**.

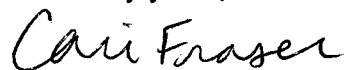
It is the Offeror's responsibility to submit all proposals by the scheduled closing date and time and in accordance with the attached "Instructions to Offerors".

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](mailto: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



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT				
	<p>FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (DEC 2009), ALTERNATE II (DEC 2009)</p> <p>(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:</p> <p>(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  <u>   </u> Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).</p> <p>(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).</p> <p>(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).</p> <p>(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.]</p> <p><u>  X  </u> (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).</p> <p><u>   </u> (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)).</p> <p><u>  X  </u> (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.)</p> <p><u>  X  </u> (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).</p> <p><u>   </u> (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).</p> <p><u>   </u> (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business</p> <p>Continued ...</p>								

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

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	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 ...				

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	<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><input type="checkbox"/> (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><input type="checkbox"/> (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><input type="checkbox"/> (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).</p> <p><input type="checkbox"/> (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).</p> <p><input type="checkbox"/> (ii) Alternate I (DEC 2007) of 52.223-16.</p> <p><input type="checkbox"/> (31) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).</p> <p><input type="checkbox"/> (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><input type="checkbox"/> (ii) Alternate I (Jan 2004) of 52.225-3.</p> <p><input type="checkbox"/> (iii) Alternate II (Jan 2004) of 52.225-3.</p> <p><input checked="" type="checkbox"/> (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p><input checked="" type="checkbox"/> (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><input type="checkbox"/> (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p><input type="checkbox"/> (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p><input type="checkbox"/> (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><input type="checkbox"/> (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><input checked="" type="checkbox"/> (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).</p> <p><input type="checkbox"/> (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).</p> <p><input type="checkbox"/> (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).</p> <p><input type="checkbox"/> (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p><input type="checkbox"/> (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><input type="checkbox"/> (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><input type="checkbox"/> (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>Continued ...</p>				

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	<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>				

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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>.

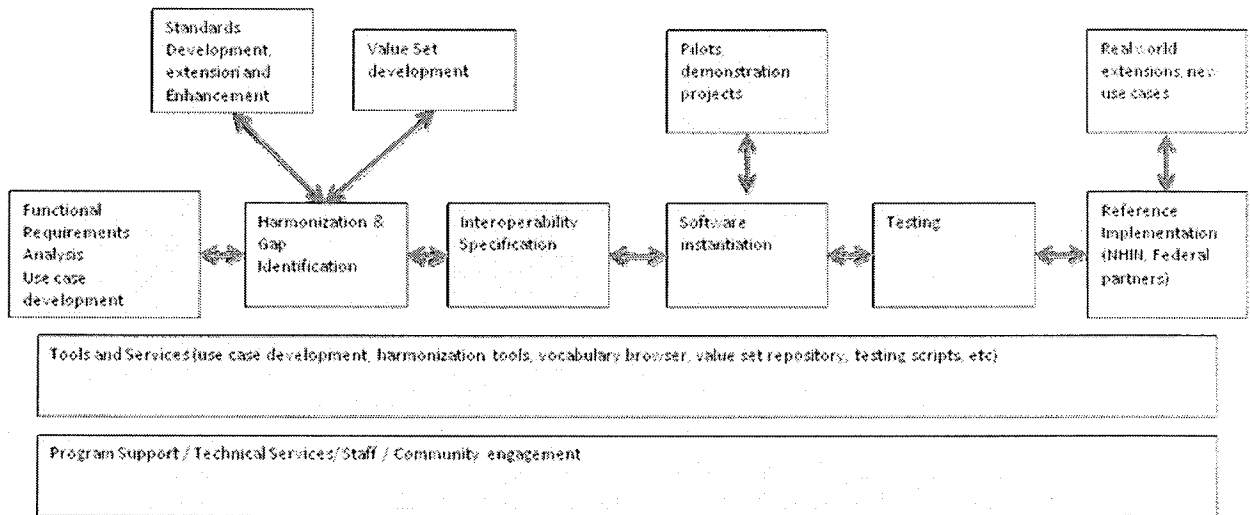
The HITECH Act also requires these meaningful use criteria to become more stringent over time. In 2015, providers are expected to have adopted and be actively utilizing an EHR in compliance with "meaningful use" or they will be subject to financial penalties under Medicare. The information exchange requirements 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**

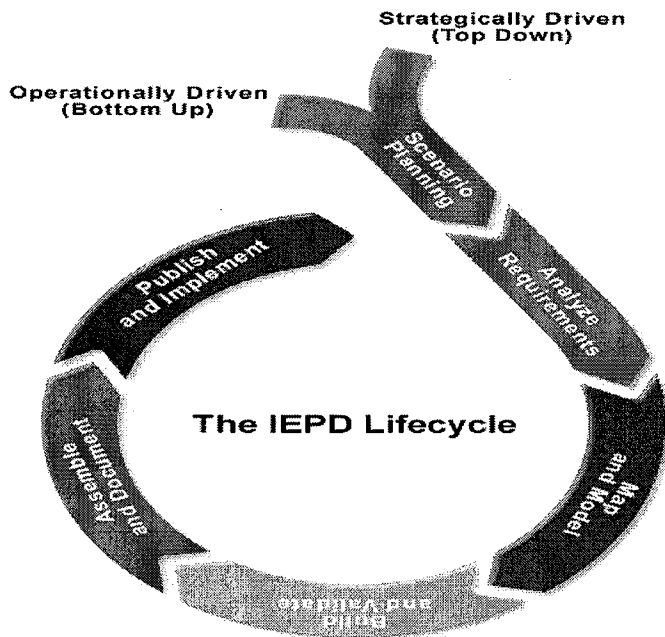
ONC anticipates that there will be many overlapping requirements and standards described in the interoperability requirements of different stakeholders. For example, one use case may need patient *demographic* information (Age, Sex, Address), while another may describe similar *demographic* information 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,

Veterans Affairs (VA), Department of Defense (DoD), Department of Commerce (DoC), Department of Homeland Securities (DHS), National Institutes of Standards and Technology (NIST), and others to gather, evaluate, and apply common use-cases, standards, definitions, priorities, and other actions relevant to the development and evaluation of interoperable health IT.

**1.6 Monthly Progress Report:**

The Contractor shall provide a monthly progress report monitoring the task management, quality assurance, and financial management applied to the task order. The report should also include progress against milestones, potential risks, and risk mitigation strategies.

**1.7 Assistance in Reports and Briefings:**

The Contractor shall assist the COTR in developing reports, briefings, and other analyses on an as-needed basis in response to requests from internal/external entities.

**Task 2 – Final Harmonization Process**

- 2.1 The Contractor shall leverage/extend the NIEM process and establish a NIEM like harmonization process for the health care domain. The Contractor shall develop a business plan for a self-sustaining harmonization process for standards and interoperability specifications including cost-revenue projections over a 5-year period. As part of the plan, the Contractor shall include the appropriate organizational and operational constructs that are foundational for a sustainable business model.
- 2.2 The Contractor shall also develop a change management process, dissemination vehicle and process, and release schedule for harmonized standards and IS versions maximizing the use of existing processes where appropriate.
- 2.3 The Contractor shall provide a complete plan and schedule that describes how standards and ISs may be harmonized and maintained over time, and a recommended release schedule and publicly available dissemination process/channel of the standards relevant to the use-cases.
- 2.4 The Contractor shall also extend or develop tools if necessary to accelerate the harmonization process. The Contractor shall develop new tools only if the existing tools can not meet the needs of this effort.

**Task 3– Identify Gaps and Develop Strategies for Resolution**

The Contractor shall develop the software reference implementation of NHIN capabilities.

- 3.1 The Contractor shall review all use cases and prepare a thorough listing of all the standards related to these use cases as well as existing interoperability specifications related to these standards. The Contractor shall use as a starting point the health domain and standards available in the industry as well as the ones adopted by the Secretary in the IFR. The Contractor shall discuss and agree on common standards in collaboration with HHS health IT Contractors and appropriate stakeholders such as HHS, VA, and DoD which shall be designated and convened by the COTR.
- 3.2 The Contractor shall then identify duplications and gaps in both standards and ISs and recommend strategies for resolution. The Contractor shall provide a thorough description of the gaps in the current standards and ISs to meet the relevant use-cases, including missing, incomplete or inadequate standards and ISs. The Contractor shall also provide a thorough description of all duplications, overlaps, or competition among standards and ISs for the relevant use-cases. During this analysis, the Contractor shall maximize the use of existing processes where appropriate and review current projects to align and map standards and ISs supported by other agencies and institutions such as the National Library of Medicine to determine their applicability to the harmonization process. The Contractor shall develop testing criteria that shall be used to test the standard to the relevant use-case.

#### Task 4 – Harmonize Standards and Interoperability Specifications

- 4.1 Based up the strategies developed for resolution, the Contractor shall identify specific tasks to resolve gaps and duplications. The effort shall include but not be limited to: finalization of common standards to meet the requirements of the use-cases and common interoperability specifications for each standard. The Contractor shall leverage the testing criteria and test the harmonized standards and interoperability specifications and evaluate the results to identify further modification to standards or ISs.
- 4.2 The Contractor shall prototype, test, and evaluate implementation guidelines for standards including applicability criteria and adherence tests. The Contractor shall provide a thorough description of issues involved in implementing each selected standard, how to select the standard that applies to a given scenario, and how to verify correct implementation and use of the standards. The Contractor shall collaborate with other federal agencies such as NIST as directed by the COTR.
- 4.3 The Contractor shall work in close coordination with the use case development team (which will be outward looking and focused on the community and stakeholders) and use the outcome from the effort in the harmonization process which shall be focused on consistency in representation and modeling of the standards and specifications and the specification team which shall be focused

on interacting between the harmonization team and the reference implementation.

**B. Items to be Delivered and Delivery Schedule**

All deliverables must be provided to the COTR in electronic format, unless otherwise specified, according to the appropriate schedule. Items specified for delivery are subject to the review and approval of the COTR before final acceptance. The COTR will respond to submitted deliverables within 2 weeks of their receipt. The contractor shall make revisions as deemed necessary by the COTR.

**Deliverables Schedule**

<b>Deliverables</b>	<b>Description</b>	<b>Completion Date – time after award</b>
<b>TASK 1: Contract and Task-Order Management</b>		
1.1 Task Order Management Plan	Detailed information that addresses: technical approach; resources; Contractor organization structure, staffing plan, company and staff emergency escalation roster; management controls and support procedures.	Draft- 15 days after award. Final – 30 days after award, monthly updates.
1.2 Monthly Progress Reports	Each progress report shall set forth concise statements concerning activities relevant to providing support services and shall include, as a minimum, the following: A brief review of the work identified and accomplished during the reporting period, including a summary listing of task assignments completed, assignments in progress, any backlogged assignments, potential assignments, and a high-level timeline; current and cumulative costs expended; current and cumulative person-hours expended by labor category during the reporting period.	Monthly, on 10 <sup>th</sup> business day
1.4 Project Work Plan	A written description of proposed process/strategy to execute all tasks, project activities, task prioritization, resource allocation, interdependencies and intersections with other activities and risk mitigation strategies.	Draft – 15 days after award. Final – 30 days after award.
<b>TASK 2: Finalize Harmonization Process</b>		
2.1 Harmonization Process Description and Overview including tools development plan	Description and flowchart of the harmonization process for health care domain (NIEM like process). It shall include self-sustaining harmonization process including cost/revenue	2 months after award; updates as required

if required	projections and organizational and operational constructs.	
2.2 Change Management Process	Plan and schedule describing how standards and ISs may be harmonized with a recommended schedule for release and plan for dissemination	2 months after award; updates as required.
<b>TASK 3: Identify Gaps and Develop Strategies for Resolutions</b>		
3.1 Gaps and Duplications	List of use-cases and related standards and interoperability specifications; and list of gaps and duplications related to standards and ISs.	3 months after award and monthly updates.
3.2 Resolution Strategies	Detail strategies to address gaps and duplications.	4 months after award and monthly updates.
<b>TASK 4: Harmonized Standards and Interoperability Specifications</b>		
4.1 Harmonized Standards and Interoperability Specifications	List of common standards and interoperability specifications for related use-case; test results of these standards and ISs and action plans based upon the test results.	Initial list- 3 months after the award. Final list- 4 months after award. Monthly updates.
4.2 Test Results	Test results of standards, ISs, and action plans are comprehensive and based upon the test results.	6 months after award. Monthly updates.
Section 508 Annual Report. See HHSAR clause 352.270-19(b).		Submit report to the COTR within 45 days of the end of task order period

**C. Performance Requirements**

The Performance Requirements Summary (PRS) below lists requirements that the Government will evaluate. The absence of any task order requirement from the PRS shall not detract from its enforceability nor limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default".

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met (calendar days)
<b>1.1 Task Order Management Plan</b>	The management plan shall contain a detailed strategy and technical approach for the successful accomplishment of the objectives and outcomes discussed in the SOW. The organization resources, organization structure, staffing plan, and company emergency escalation roster shall be detailed and clear, and the management controls and support procedures shall be addressed.	The COTR will review and provide comments.	Draft submitted 15 days after award.  Final is comprehensive, incorporates COTR's comments, is error free and submitted within 30 days after award.  Updates as required.

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met (calendar days)
<p><b>1.2 Monthly Progress Reports</b></p>	<p>Progress reports are relevant and concise in addressing activities and includes :</p> <ul style="list-style-type: none"> <li>• review of the work identified and accomplished during the reporting period, including a summary listing of task assignments completed, assignments in progress, any backlogged assignments, potential assignments and a high-level timeline;</li> <li>• Current and cumulative costs expended;</li> <li>• Current and cumulative person-hours expended by labor category during the reporting period;</li> <li>• Summary of performance-statistics and service availability.</li> </ul>	<p>The COTR will review and provide comments.</p>	<p>Monthly, on 10th business day.</p>
<p><b>1.3 Project Work Plan</b></p>	<p>A written description of proposed process/strategy to execute all tasks, project activities, task prioritization, resource allocation, interdependencies and intersections with other activities and risk mitigation strategies.</p>	<p>The COTR will review and provide comments</p>	<p>No more than 2 days after deadline and only minor edits required 95% of the time.</p>

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met (calendar days)
<b>Task 2- Finalize Harmonization Process</b>			
2.1 Harmonization Process Description and Overview	Description, overview, and flowchart of the harmonization process include self-sustaining harmonization process including cost/revenue projections and organizational and operational constructs.	The COTR will review and provide comments.	Only minor edits required 95% of the time. No later than 2 days after deadline.
2.2 Change Management Process	Plan is comprehensive and includes schedule describing how standards and ISSs may be harmonized and maintained over time, recommended release schedule and publicly available dissemination process/channel of the standards relevant to the use-cases.	The COTR will review and provide comments.	Only minor edits required and submitted within 2 months after award.
<b>Task 3 – Identify Gaps and Develop Strategies for Resolutions</b>			
3.1 Gaps and Duplications	Prepare a list of use-cases and related standards and interoperability specifications; and list of gaps and duplications related to standards and ISSs.	The COTR will review and provide comments.	Error free and submitted no later than 2 days after deadline.

Required Tasks	Task Standard	Method of Surveillance	Standard to be Met (calendar days)
3.2 Resolution Strategies	Strategies addressing gaps and duplications are detailed	The COTR will review and provide comments.	Error free and submitted as specified in the deliverables schedule, and submitted no later than 2 days after deadline.
<p><b>Task 4 – Harmonized Standards and Interoperability Specifications</b></p> <p>4.1 Harmonized Standards and Interoperability Specifications</p> <p>4.2 Test Results</p>	<p>Harmonized standards and interoperability specifications are complete and include finalization of common standards to met the requirements of the use-cases.</p> <p>Test results of standards, ISSs, and action plans are comprehensive and based upon the test results.</p>	<p>The COTR will review and provide comments.</p> <p>The COTR will review and provide comments.</p>	<p>Error free and submitted as specified in the deliverables schedule, and submitted no later than 2 days after deadline.</p> <p>Error free and submitted as specified in the deliverables schedule, and submitted no later than 2 days after deadline.</p>

**C.1 Incentives**

Performance Incentives: The PRS outlines the criteria and performance objectives against which this task order will be evaluated. Based on the results of the quality assurance determination, the following performance incentives may be invoked at the discretion of the Government:

Positive Incentives may be applied if the quality assurance determination finds that the Contractor has exceeded expectations.

1. If performance has exceeded minimum standard for 4 months, reduce Government oversight of contractor reporting.
2. If performance exceeds standard, record details in the quality assurance determination and make available for past performance evaluation.

Negative Incentives may be applied at the discretion of the Government if the quality assurance determination finds that performance falls below the standard:

1. If performance is below identified minimum standards, details will be recorded on the quality assurance determination and made available for past performance evaluation.
2. If performance is below minimum standards as set forth in the PRS, Government oversight of Contractor reporting will be increased.
3. If performance is below minimum standards, the Government can require the Contractor to perform remedial work at the Contractor's expense.

## INSTRUCTIONS TO OFFERORS

The Government intends to award a task order using National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) contracting vehicle.

This is American Recovery and Reinvestment Act procurement. Pursuant to FAR 52.204-11, American Recovery and Reinvestment Act - Reporting Requirements. Contractors are required to register by April 1, 2010 and file their first report by April 10, 2010, at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### **THIS OPPORTUNITY IS AVAILABLE ONLY TO NITAAC CONTRACT HOLDERS**

The offeror is expected to show a thorough understanding of the proposed tasks as specified in the Statement of Work (SOW). The proposal should address the specifications in the SOW, not simply repeat the language.

Technical proposals must be limited to a maximum of 25 single-spaced pages using font sizes no smaller than 12-point for volume text and no smaller than 8-point, single-spaced for text within graphics, tables, headers, and footer. The pitch shall be Times New Romans in Word format (MS Word 2003). All pages should be numbered. Any pages over 25 will not be considered. The page limit excludes resumes and past performance references and can be single-spaced. Resumes or CVs are only required for key personnel. Brief biographical sketches of other personnel may be provided and do not count against the 25 page limit.

**In preparing their technical proposal and business proposal offerors are requested to follow the proposal format and content suggestions detailed below:**

**A. Organization of Proposal:** Each offer shall consist of two separately packaged proposals:

1) A technical proposal (to include at least five past performance references) and 2) a business proposal. All information necessary to judge the technical soundness and management capabilities of the offeror will be contained in the technical proposal. The business proposal will contain all information related to the determination of the costs associated with each of the project tasks. The technical proposal shall not contain any reference to specific costs, but resource information (e.g., staff hours) may be included so that the offeror's understanding of the scope of the work may be evaluated.

Before providing further instructions, special note is in order to clarify what is expected in the offeror's technical proposal. The tasks and suggestions presented herein are intended as a guide to prospective offerors. The successful Offeror is expected to be innovative in the approach recommended. The information presented is not intended to restrict an offeror's proposal or to stifle creativity.

**A.1. Organization of the Technical Proposal:** The technical proposal shall contain:

1. Cover Page – Including the name of the proposing organization, author(s) of the technical proposal, the RFP number, and the title of the RFP should appear on the cover. (Excluded from the 25 page limit)
2. Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily. (Excluded from the 25 page limit)
3. Introduction: The introduction should be a one or two page summary outlining the proposed work, the Offeror's interest in submitting a proposal, and the importance of this effort in relation to Offeror's overall operation. (Excluded from the 25 page limit)
4. The Offeror shall prepare a technical discussion which addresses evaluation criteria outlined below:

Technical/Management Approach  
Personnel Qualifications and Expertise  
Discussion and Understanding of the Project  
Past Performance (Excluded from 25 page limit)

**A.2. Organization of Business Proposal**

The Offeror shall submit a Business Proposal using a format that provides: Pricing for the list of labor categories, hours, rates, and pricing for all proposed materials, and necessary travel (if applicable). The text portions of the Business Proposal should be double-spaced.

**B. Technical Evaluation Criteria (Technical Merit).**

The evaluation will be based on the completeness, thoroughness and demonstrated capabilities of the prospective Offeror in relation to the needs of the project as set forth in the RFP. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. The Offeror should show that the objectives stated in the RFP are understood and offer a logical program for their achievement. Offeror's must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Specific evaluation factors, together with the relative weights of importance are listed below. Offeror's should provide information on all of the following criteria.

1. Technical/Management Approach – 35 points maximum
2. Personnel Qualification and Expertise – 35 points maximum
3. Discussion and Understanding of the Project – 30 points maximum

MAXIMUM TECHNICAL SCORE = 100 POINTS

4. Past Performance--

The past performance will not be included in the Technical score of 100 possible points and will be given a separate rating of up to 10 possible points. Past performance references shall be included as part of the technical proposal. Past performance references will not count towards page limit.

**C. Organization of the Business Proposal**

It is anticipated that this task order shall be awarded as a Performance-Based Time and Material type task order. The staff-loading chart included in the technical proposal should be consistent with the information provided in the business proposal.

Offerors, at a minimum, shall submit business proposals in sufficient detail for the Government to determine that the estimated cost is realistic and consistent with the proposed technical approach.

Cost Information

The Offeror shall prepare a business proposal that contains all information necessary to allow for a comprehensive evaluation of the costs proposed. The business proposal shall consist of pricing discounts with the proposed labor categories and hours and an accompanying narrative that fully describes all assumptions made by the Offeror.

The pricing shall identify each category of labor proposed for performance mapped to the applicable CIO-SP2i master contract labor category, provide the price, show the proposed discounts for the rate, and the rate proposed for the particular labor category inclusive of the discount.

EXAMPLE:

<b>Labor Category:</b>	<b>CIO-SP2i Rate:</b>	<b>Discount%:</b>	<b>HHS Rate:</b>	<b>Gov't Est. Hours</b>	<b>Total:</b>
Program Manager	\$80.00	10%	\$72.00	1,920	\$138,240

The pricing information shall include a completed Pricing Table with a breakdown of estimated costs for accomplishing each task/objective in the SOW.

Include all other direct costs associated with the performance of the required services (e.g., consultants, transportation/ travel, supplies and equipment, communications, etc.). A complete explanation for each item of other direct cost detailing the rationale used in developing the cost. In addition, the Offeror shall submit supporting documentation that will facilitate the determination of whether the amounts proposed are fair and reasonable, e.g., vendor quotes for commercial-off-the-shelf products or services.

These items are critical, as the Government will evaluate the Offeror's proposal for reasonableness and completeness/ accuracy. An analysis will be done on a "total price" basis.

Cost proposals will be evaluated and compared to overall technical scores subsequent to the technical evaluation according to best-value principles.

Standard Form 1449 shall be signed by an official authorized to bind your organization.

**D. Award Basis.**

The technical evaluation will be conducted in accordance with the evaluation criteria above. The Government may award a task order on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost and technical standpoint.

The following factors will be considered in evaluating proposals: Technical merit, past performance, and cost.

Award will be made to that responsible Offeror whose proposal contains the combination of evaluated factors offering the best overall value to the Government. This will be determined by comparing differences in technical merit and past performance with differences in price to the Government. In making this comparison, the Government is more concerned with obtaining superior technical merit and past performance. However, the Government will not make an award at a significantly higher cost to the Government to achieve only slightly superior technical merit.

**E. HHSAR 352.270-19(a) Electronic and Information Technology Accessibility  
(XXXXXXX 2008)**

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Provisions (36 CFR part 1194), require that, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit:

- (1) Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and
- (2) Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

Accordingly, any vendor submitting a proposal/quotation/bid in response to this solicitation

must demonstrate compliance with the established EIT accessibility provisions. Information about Section 508 is available at <http://www.section508.gov/>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/provisions.htm>.

The Section 508 standards applicable to this solicitation are identified in the Statement of Work/Specification/Performance Work Statement. In order to facilitate the Government's evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Assessment Template may be found at <http://508.hhs.gov>.

Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products and/or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products and/or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government – i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility in the Product Assessment Template, remediation of the products and/or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor at its expense.

(End of provision)

#### **F. Estimated Level of Effort**

To assist Offerors in the preparation of their proposals, the Government presents the following description of the level of efforts only as an estimate. Offerors are expected to make an independent assessment of the resources required to perform the tasks described in the Statement of Work. This estimated level of effort is based on a 24-month period of performance.

<u>Labor Category</u>	<u>Estimated Hours</u>
Program Manager	1,140
Project Manger	5,160
Principal Systems Architect	9,320
Sr. Computer Systems Analyst	23,767
Sr. Functional Analyst	9,520
Technical Writer Editor	6,341

**Proposal Evaluation Criteria**

**Standards and Interoperability Harmonization of Standards and Interoperability Specifications**

**The following criteria shall apply to all responses in reference to the Statement of Work in Attachment B. No other criteria shall be used to evaluate the technical proposals. The maximum total score any proposal can receive is 100 points. The maximum score for each criterion is indicated in parentheses. Please also refer to the Instructions to Offerors.**

**1. Personnel Qualifications and Expertise – (40 points maximum)**

The Offeror will be evaluated on demonstrated experience of their personnel in areas such as Health IT information exchange, industry standards, implementation specifications, interoperability specifications, healthcare standards, security, and privacy. The proposal must provide evidence of the overall competency of the proposed team, including relevant experience of the proposed Task Order lead and other key staff and any consultants with the relevant technical experience. The Offeror will be evaluated on demonstrated experience of key personnel and a description of credentials, availability, roles, responsibilities and the relationship to the Task Order and its implementation. Resumes must be provided for key personnel and subcontractors to support their qualifications.

**2. Technical/Management Approach – (30 points maximum):**

The Offeror will be evaluated on how they plan to staff, manage, and accomplish the tasks as contained in the SOW. The proposal will be evaluated with respect to adequacy of staffing, quality, and business practices (e.g., attention to customer service awareness and response), experience, assuring quality service, minimizing personnel turnover of both key and non-key personnel, and ensuring timely delivery of services.

**3. Discussion and Understanding of the Project – (30 points maximum)**

The Offeror will be evaluated on their understanding of the project through the response to this solicitation. The Offeror must demonstrate understanding of the overall program and the importance of this project to achieving the overall vision of widespread use of electronic health records. The Offeror should also be familiar with adopted standards, NIEM and IEPD artifacts, NHIN program, its goals, objectives, and vision as well as its infrastructure. The Offeror shall not merely repeat or paraphrase the Statement of Work but show an independent understanding of the issues and context and challenges facing this requirement.

**MAXIMUM TECHNICAL SCORE = 100 POINTS**

4. Past Performance-Evaluation Scheme (10 points)

Offerors should note that Past Performance is related to the “quality” and how well a Contractor performed the services under a contract. Experience information necessary for evaluation of the technical evaluation factors should NOT be listed in the past performance submission.

Offerors shall submit the following information as part of their proposal:

- a. A list of five (5) completed or active contracts for related or similar services. The Government will evaluate past performance on contracts that are similar in nature to the requirements of this RFP. Contracts listed shall include those entered into with the Federal Government, agencies of state and local Governments or commercial customers. Include the following information for each contract:
  1. Name of Contracting Organization;
  2. Contract Number;
  3. Contract Type;
  4. Total Contract Value;
  5. Description of Requirement;
  6. Contracting Officer's Name, Telephone Number, Facsimile Number and **E-mail Address**;
  7. Contracting Officer's Technical Representative's (COTR) Name, Telephone Number, Facsimile Number and **E-mail Address**; and
  8. Explanation/Comments Regarding Problems Encountered and Corrective Actions Taken.
- b. Each Offeror will be evaluated on its performance under existing and prior contracts which are similar in nature to the requirements of this RFP. The Government is not required to contact all references provided by the Offeror. Also, references other than those identified by the Offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the Offeror's past performance. Information for the evaluation of past performance will be randomly requested from the list of references (see paragraph a. above) or other sources as previously stated. Performance information will be used for both responsibility determinations and as an evaluation factor to be scored.
- c. Offerors are further advised that thorough and complete past performance information is required. Explanations/comments regarding problems encountered and corrective actions taken shall be addressed as a part of the proposal submitted in response to this solicitation. The Government will take the Offeror's comments into consideration when conducting its past performance evaluation. **OFFERORS MAY NOT BE GIVEN ANOTHER OPPORTUNITY TO ADDRESS PROBLEMS**

**ENCOUNTERED IN PAST PERFORMANCE.**

When evaluating past performance, the Government will focus on the areas of Quality of Service, Timeliness of Performance, Price/Cost Control, and Customer Satisfaction.

### Confidentiality/Non-Disclosure Agreement

#### **1. Requirements Regarding Permission to Disclose**

The Contractor 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 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 a response from the COTR does not constitute approval for releasing information.

### Contract Administration

#### **1. Inspection and Acceptance**

The Contracting Officer Technical Representative (COTR), as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of all deliverables.

#### **2. Term of Contract**

The period of performance shall be for 24 months after the date of award. This period may be extended in accordance with FAR 52.217-8, entitled "Option to Extend Services."

#### **3. Type of Contract**

Time and Material

#### **4. Schedule of Deliverables**

All deliverables required shall be delivered to the COTR for review and approval. The Contractor shall prepare and submit the deliverables on the required due dates, in the quantity and format stated in the statement of work to the COTR.

A list of products to be delivered is outlined in the Schedule of Deliverables (Attachment B) by task, description, and due date.

#### **5. Changes in Priority of Work.**

Schedule for delivery of work will be adjusted if ONC changes priority of work or directs Contractor to deviate from agreed work plan. Change in priority and changes in schedule/work plan will be documented in writing.

## 6. Contractor Personnel.

In order to perform all aspects of this contract, the Contractor shall provide personnel qualified to perform tasks identified in the statement of work. As this is a performance based contract, the COTR will use the quality assurance surveillance plan as the primary criteria to evaluate performance and to assess monetary deductions for non performance as necessary. The Contractor is therefore advised to carefully staff the contract to offer optimal efficiency on each task.

## 7. FEDERAL HOLIDAYS

No services shall be performed at the Government site or deliveries made on Federal Legal Holidays shown below. The Contractor shall observe the following Federal holidays on the days observed by the Federal Government:

1.	New Year's Day	January 1 <sup>st</sup>
2.	Martin Luther King's Birthday	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4 <sup>th</sup>
6.	Labor Day	First Monday in September
7.	Columbus Day	Second Monday in October
8.	Veteran's Day	November 11 <sup>th</sup>
9.	Thanksgiving Day	Fourth Thursday November
10.	Christmas Day	December 25 <sup>th</sup>

## 8. Invoice Submission

- a. The Contractor shall submit one monthly original invoice complete with all required back-up documentation to the Contract Specialist, Cari Fraser, at [Cari.Fraser@psc.hhs.gov](mailto:Cari.Fraser@psc.hhs.gov) or sent by U.S. mail and addressed as follows:

DHHS/Program Support Center  
Division of Acquisition Management  
Attn: Cari Fraser  
Parklawn Building, Room 5-101  
Rockville, Maryland 20857

One complete copy of each invoice with backup documentation shall be emailed to the COTR. Reference section 10.3 for the COTR's email address.

Three hard copies of all invoices with all required back-up documentation shall be sent directly to the Finance Office for payment or an electronic copy of all invoices with all back-up documentation may be e-mailed to [psc\\_vouchers.cpmt@psc.hhs.gov](mailto:psc_vouchers.cpmt@psc.hhs.gov). It is the responsibility of the Contractor to verify that the Finance Office has received its invoice. Calls concerning contract