



February 8, 2016

Roya Konzman
Sr. Information Technology Specialist
General Services Administration
1800 F St NW
Washington, DC 20405

Re: Request for Information (RFI) - GSA Change to Add a Health IT Special Item Number (SIN) on Schedule 70

Ms. Konzman:

The Coalition for Government Procurement (“the Coalition”) appreciates the opportunity to provide comments on GSA’s decision to add a Health IT (HIT) Special Item Number (SIN) under IT Schedule 70.

The Coalition is a non-profit association of firms selling commercial services and products to the Federal Government. Our members collectively account for a significant percentage of the sales generated through General Services Administration (GSA) contracts across the Multiple Award Schedules program, including IT Schedule 70. Coalition members are also responsible for many of the commercial item solutions purchased annually by the Federal Government. Members include small, medium and large business concerns. The Coalition is proud to have worked with Government officials for more than 35 years towards the mutual goal of common sense acquisition.

The Coalition appreciates GSA’s efforts to increase the visibility of and access to Health IT services and products for customer agencies. However, we remain concerned about the potential increased administrative and compliance burdens that establishing a unique SIN for the healthcare market will generate for both contractors and GSA contracting officers. Coalition members look forward to working with the Defense Health Agency (DHA), the Federal Acquisition Service, and its IT Center on ensuring an efficient and

effective implementation of a Health IT SIN. These comments focus on how the new SIN could be designed to reduce burdens for Schedule contractors and the Government.

Flexibility

The Coalition recommends that the HIT SIN be structured to provide flexibility at the task order level to meet customer agency mission requirements across the best-value continuum. Minimizing vendor capability, evaluation, security requirements and Terms & Conditions at the SIN level will increase competition, best value and sound performance outcomes to meet customer agency missions. In our members' experience, allowing more requirements to be determined at the task order level will provide ordering contracting officers the greatest flexibility when ordering Health IT solutions under Schedule 70. To the extent minimum requirements are included at the contract level, those requirements should be limited to health IT capabilities that reflect cross-cutting customer needs (e.g. the Defense Health Agency and the Department of Veterans Affairs).

Scope

In order to minimize process duplication and added costs as a result of the Health IT SIN, it is critical that the scope be limited to healthcare related services and products. To date, GSA Schedules have been structured by scope and subdivided within that scope based on specific categories (hardware, software, and services) and not based on any particular market or type of customer. To remain consistent with this approach, the HIT SIN would need to only include healthcare specific products and services and not those already available under other SINs. DHA and other customers could then use Schedule 70 as a total solution as the program was designed.

Definition

The definition of Health IT as proposed in the RFI does not provide enough clarification for contractors as to what products and services are and are not included within the scope of the HIT SIN. The Coalition recommends that GSA revise the definition to be more specific and remove reference to IT products and services that are available under other Schedule 70 SINs. Many of the offerings included in the proposed definition are more general IT and not unique to the healthcare environment (e.g., cloud-based services, cybersecurity, telecommunications and financial management services). As another example, in the proposed definition the bullet "SaaS with Cloud services for Big Data and

individual data management with interoperability between stakeholders” is covered within the scope of the recently established Cloud SIN.

We are concerned that a general or overly broad definition would incentivize contractors to offer the same products and services under the HIT SIN that are already offered under Schedule 70. This would increase process duplication, which the RFI clearly states that GSA intends to avoid. The definition of Health IT for the purposes of determining the scope of the SIN must be worded so that the lines are clear as to what is (and is not) included to minimize the administrative and compliance burdens for contractors and GSA contracting officers.

Applicable NAICS

The NAICS under the Health IT SIN should remain within the scope of Schedule 70. To date, Schedule 70 has been limited to NAICS for IT, computer, and software related products and services. However, there are a number of NAICS codes for professional services included in the RFI that are currently under the Professional Services Schedule and the OASIS contract. Examples are 541330 Engineering Services, 541611 Administrative Management, 541614 Process, Physical Distribution & Logistics Consulting Services, 541618 Other Management Consulting Services, and 541712 Research and Development in the Physical, Engineering, and Life Sciences. The Coalition suggests that services under the HIT SIN be limited to IT services for the healthcare environment and not more general professional services.

Specialized Labor

The Coalition also recommends that labor offered under the Health IT SIN be limited to specialized labor with certain qualifications and/or certifications specific to the healthcare market. Members report that today Health IT implementations are largely performed by standard IT labor working in a healthcare environment. This is the case for other environments as well such as National Security IT or Financial IT. As GSA considers creating SINs specific to these markets, it is critical to keep standard labor under SIN 132-51 Information Technology Professional Services and allow for customer requirements to be met through a combination of the market specific SIN (e.g., HIT SIN) and SIN 132-51.

Streamlined Processes

If GSA decides to offer the same labor categories under 132-51 and the HIT SIN, the Coalition recommends that a streamlined process be provided. For example, if a labor category and rate is already listed and approved under SIN 132-51, then

making them available under the new HIT SIN should be an administrative contract mod. Contractors should not be required to go through the process of proving price reasonableness again if the price has already been approved by GSA. This would be consistent with how labor categories and rates have been handled for other professional services Schedules.

GSA eTools

Coalition members report that GSA may limit products to one SIN. They have also noted that the GSA Advantage system may not be able to accommodate multiple SINs for a single product and that generally, there is a one to one match of a product to a SIN and contract number. We ask that Schedule 70 investigate whether this limitation exists in GSA Advantage before allowing already existing IT Schedule 70 products to be added to the HIT SIN.

Further, the Coalition believes training on GSA's electronic tools (GSA Advantage, eBay, and GSA eLibrary) will support DHA's market research efforts in competing its IT requirements under the MAS program. The Coalition supports customization of GSA Advantage by creating an electronic store designed to meet DHA's procurement and program needs. Such a store should be modeled on GSA's previous customized stores such as Air Force Advantage. A customized electronic storefront will directly address DHA's goals to streamline market research, competition and ordering.

The Coalition appreciates the opportunity to share our comments in response to the Health IT SIN RFI. If you have any questions, please contact me anytime at (202) 331-0975 or rwaldron@thecgp.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roger Waldron', with a long horizontal flourish extending to the right.

Roger Waldron
President