



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

February 4, 2010

Dear Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Solicitation 10-233-SOL-00061. 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 (NITAAC) 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 Cari Fraser at Cari.Fraser@psc.hhs.gov stating that '*company* has submitted *questions/proposals* through the NITAAC website.' Offerors must reference the solicitation number **10-233-SOL-00061** on all correspondences.

All questions must be submitted by **3:00 PM EST on February 11, 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 February 25, 2010**. All proposals shall be marked with the solicitation number **10-233-SOL-00061**.

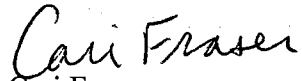
It is the Offeror's responsibility to submit all proposals by the scheduled closing date and time and in accordance with the attached "Instructions to Offerors".

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 Cari Fraser via email at Cari.Fraser@psc.hhs.gov.

Sincerely yours,

A handwritten signature in cursive script that reads "Cari Fraser".

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-00061 | | 6. SOLICITATION ISSUE DATE 02/04/2010 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME CARI FRASER | | | b. TELEPHONE NUMBER (No collect calls) | | 8. OFFER DUE DATE/LOCAL TIME 02/25/2010 1500 ET | |
| 9. ISSUED BY DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857 | | | CODE DAM | 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 | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | | |
| 15. DELIVER TO | | CODE | 16. ADMINISTERED BY DHHS/PSC/SAS/DAM Parklawn Bldg., Room 5-101 5600 Fishers Lane Rockville MD 20857 | | | | CODE DAM | |
| 17a. CONTRACTOR/OFFEROR | | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY | | | | CODE |
| TELEPHONE NO. | | | | <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 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 | 24. AMOUNT |
| 1 | ARRA REQUIREMENT - This solicitation is issued subject to the availability of funds (FAR 52.232-18, Availability of Funds (APR 1984)). Standards and Interoperability Nationwide Health Information Network (NHIN) Reference Implementation FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (DEC 2009), ALTERNATE II (DEC 2009) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| <input checked="" type="checkbox"/> 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. | | | | |
| <input type="checkbox"/> 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. | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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. | | | | <input type="checkbox"/> 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) ROSANNA BROWNING | | 31c. DATE SIGNED | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <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)). ___ 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>_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).</p> <p>___ (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>_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.)</p> <p>_X_ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).</p> <p>___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).</p> <p>___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).</p> <p>Continued ...</p> | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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 |
|--|--------------------|---------------------------------|--|------------------|

| | | |
|------------------------|------------------------|-------------------|
| 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 (Print) _____ |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ | 41c. DATE _____ |
| 42b. RECEIVED AT (Location) _____ | |
| 42c. DATE REC'D (YY/MM/DD) _____ | 42d. TOTAL CONTAINERS _____ |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>(7) [Reserved]</p> <p>(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).</p> <p>(ii) Alternate I (Oct 1995) of 52.219-6.</p> <p>(iii) Alternate II (Mar 2004) of 52.219-6.</p> <p>(9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).</p> <p>(ii) Alternate I (Oct 1995) of 52.219-7.</p> <p>(iii) Alternate II (Mar 2004) of 52.219-7.</p> <p>X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).</p> <p>(11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).</p> <p>(ii) Alternate I (Oct 2001) of 52.219-9.</p> <p>(iii) Alternate II (Oct 2001) of 52.219-9.</p> <p>(12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).</p> <p>(13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).</p> <p>(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).</p> <p>(ii) Alternate I (June 2003) of 52.219-23.</p> <p>(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).</p> <p>(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).</p> <p>(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).</p> <p>(18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).</p> <p>X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).</p> <p>(20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).</p> <p>X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p>X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>X (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).</p> <p>X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).</p> <p>X (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).</p> <p>X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).</p> <p>X (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 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>Continued ...</p> | | | | |

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| | <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>X (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p>X (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>X (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>(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>Continued ...</p> | | | | |

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| | <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>(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>Continued ...</p> | | | | |

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| | <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: Standards and Interoperability Nationwide Health Information Network (NHIN) Reference Implementation
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 for developing reference implementation for Nationwide Health Information Network (NHIN). NHIN is a network developed by the Office of the National Coordinator for Health Information Technology (ONC) and is currently in a demonstration phase.
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.

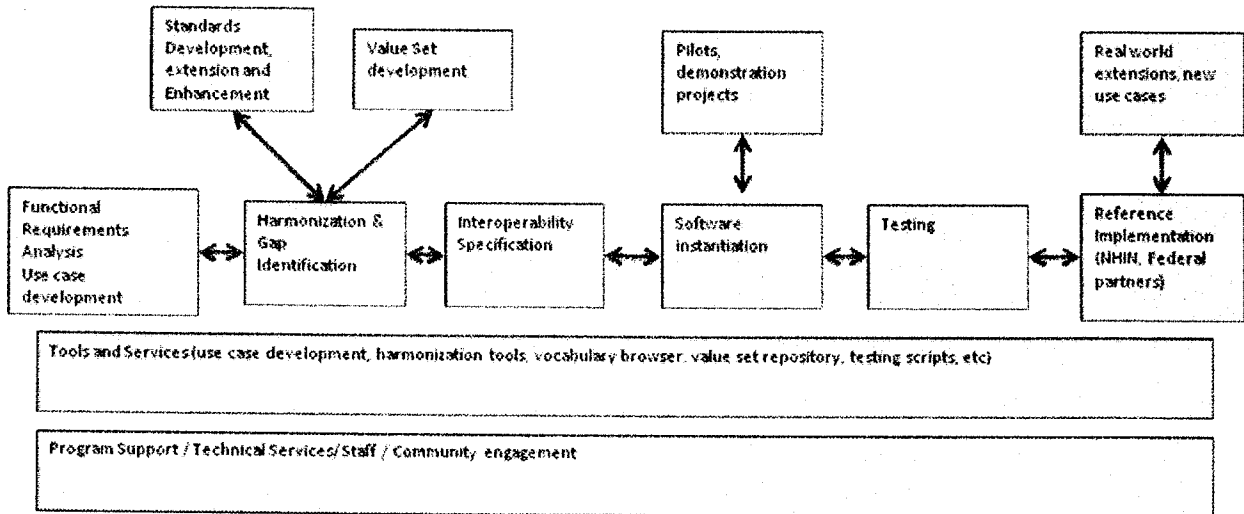
The HITECH Act also requires these meaningful use criteria to become more stringent over time. In 2015, providers are expected to have adopted and be actively utilizing an EHR in compliance with "meaningful use" or they will be subject to financial penalties under Medicare. The information exchange requirements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

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. ONC has developed an interoperability and standards

framework that has several key steps and NHIN is 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 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.

The standards and interoperability framework will support all ONC programs and effort in increasing adoption of health IT across the entire health care enterprise.

7. Government Furnished Information: The relevant information about NHIN can be found on ONC website <http://healthit.hhs.gov/NHIN>

8. Government Furnished Property: All contractor personnel will be required to work offsite at the contractor's designated facilities or as directed.

9. Rights in Data: All data produced under this task order is the property of the Government. 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 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 to the COTR does not constitute approval for releasing information.

Statement of Work

The objective of this task order is to develop a modular NHIN reference software implementation (RI) to support the development, testing, and adoption of the planned NHIN capabilities. The NHIN reference implementation must be conformant to NHIN specifications and be built on open non-proprietary technologies. The Contractor's activities shall include the development of a conformance test suite with at least one trusted implementation for each interface to discover errors or ambiguities in the specification; verify the specification is implementable; enable the creation of a test suite; serve as a Benchmarked Standard against which other implementations can be measured; and help to clarify the intent of a specification where conformance tests are inadequate.

A. Reference Implementation Overview

A NHIN Reference Implementation (RI) includes implementation of a set of service interface specifications to benchmark the feasibility of these specifications. The current set of NHIN services includes:

| Service Name | Description | Link to Specification |
|--|--|--|
| NHIN Messaging Platform Specification | Standards-based specifications set including SOAP, HTTP, PKI and HL7 v3.0 RIM-based messages that allow messaging across the NHIN. | Specification (Draft R1) |
| NHIN Service Registry | A common, curated network registry that allows the discovery of other NHIN participants and the services they offer on NHIN Full. | UDDI 3.0 Specification |
| NHIN Authorization Framework Specification | Standards-based specifications supporting the verification of trusted health information exchange across the NHIN. | Specification (Draft R1) |
| NHIN Patient Discovery Specification | Specifications allowing NHIN participants to exchange demographic information to mutually establish the identity of a patient. | Specification (Draft R1) |
| NHIN Query for Documents Specification | Specifications allowing NHIN participants to locate patient-specific documents held by other NHIN participants. | Specification (Draft R1) |
| NHIN Retrieve Documents Specification | Specifications allowing NHIN participants to retrieve patient-specific documents held by other NHIN participants. | Specification (Draft R1) |

| | | |
|--|--|---------------------------------|
| NHIN Access Consent Policy Specification | Specifications defining the content and format of an access consent policy document. | <u>Specification (Draft R1)</u> |
| NHIN Health Information Event Messaging (HIEM) Specification | Specifications allowing NHIN participants to indicate their desire to subscribe or unsubscribe to content and to send notifications when content matching a subscription has been created or modified. | <u>Specification (Draft R1)</u> |
| Geocoded Interoperable Population Summary Exchange (GIPSE) Profile | Specification defining how NHIN services may be used to exchange CDC GIPSE data. | <u>Specification (Draft R1)</u> |

During the development of a conformance test suite, at least one trusted implementation of each interface is necessary to:

- Discover errors or ambiguities in the specification;
- Verify the specification is implementable;
- Enable the creation of a test suite;
- Serve as a Benchmarked Standard against which other implementations can be measured; and
- Help to clarify the intent of a specification where conformance tests are inadequate.

The remainder of this section enumerates the list of requirements for the NHIN reference implementation.

B. Software

The RI shall implement the NHIN services specifications, as well as all new specifications currently under development and into the future. The implementation shall include only what is necessary to reflect the complete intent of a specification.

The RI must be based on freely available components as open-source or open license software. The RI shall be made easily available for download and shall require no proprietary or for-cost licensing to deploy.

The RI may include additional components such as a Master Patient Index (MPI), adapters, translators, etc. at the direction and request of the COTR.

The RI shall be designed, developed, and published in a modular fashion whereby each functional component can easily be built and deployed separately by users.

The RI shall be developed concurrently with the new service requests and be updated at

the end of every Specification Factory release that results in completed specifications. Each RI release shall include: a software implementation of the current specifications; build and deploy scripts for components; documentation; and appropriate release notes that identify the additions and changes to the release.

i. Distribution

The RI shall be distributed free of charge under an open license. The means of distribution will be determined by the COTR.

ii. Testing

The reference implementation will be tested for conformance to the NHIN specifications and for interoperability with other solutions. The RI development process should ensure normal unit testing as well as other development cycle based testing in accordance with good software engineering practices.

The RI must pass the NIST conformance testing suite and the NHIN interoperability test suite at each release.

iii. Support

Bugs identified when using the RI, or limitations discovered after release that do not relate to a specification, should be reportable using a process that will be negotiated with the COTR.

Identified defects should be addressed in a timely fashion and included in future releases of the RI.

The Contractor must exercise and enforce all applicable Department of Health and Human Services (HHS) regulations and directives, and shall coordinate with public and private organizations, stakeholder groups, and industry in accomplishing these tasks.

The Contractor shall maintain a level of technical expertise necessary to satisfy the requirements of executed task assignments.

In parallel with the incumbent contractor providing all current support, the Contractor shall provide a one-month transition phase to assume all support from the incumbent Contractor described in following specific tasks by 1 May 2010. If the incumbent is selected, there will be no transition phase. The incumbent Contractor is Harris Corporation.

C. 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. Specification Requirements
3. Reference Implementation Development
4. Reference Implementation Validation
5. Reference Implementation Deployment

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.

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 In Progress Review Support:

The Contractor shall provide a monthly progress report monitoring the task management, quality assurance, and configuration management applied to the task order.

1.4 Post Award Meeting:

The Contractor shall meet with the Contracting Officer Technical Representative (COTR) and other ONC staff, 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.

Task 2 – Specification Requirements

The Contractor shall participate in the NHIN specifications development effort in order to:

- a. Provide input on implementation dependencies to the development of the NHIN specifications;
- b. Plan and prioritize development activities in concert with the specifications development; and
- c. Coordinate releases of RI with the releases of specifications.

Task 3– Reference Implementation Development

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

- a. Follow industry best-practices and methods of software development to ensure the production of timely and quality software;
- b. Develop software components that implement the NHIN specifications;
- c. Develop software components that are freely available to users via either open-source or open-license;
- d. Develop software components outside of the NHIN specifications that enhance health information exchange capabilities of the RI at the discretion of the COTR;
- e. Develop software in a modular fashion, allowing users to utilities components of RI without significant dependencies on other RI components;
- f. Make available source code for each individual functional components of the RI; and
- g. Function as team member(s) within the larger interoperability framework.

Task 4 – Reference Implementation Validation

The Contractor shall test each release of the RI for conformance to the NHIN specifications and interoperability with other solutions. The Contractor shall:

- a. Test and verify that each RI release is in conformance with NHIN specification via authoritative NHIN test cases, data and tools; and
- b. Test and verify that each RI release can interoperate with other implementations via the NHIN interoperability test infrastructure.

Task 5 – Reference Implementation Deployment

The Contractor shall make the RI available for deployment to end users. The Contractor shall:

- a. Make releases of the RI available via a publicly accessible website. The site and process for publication will be specified by the COTR;
- b. Develop and publish a deployment unit for each functional component of the RI. A deployment unit consists of a build (an executable collection of components), documents (end-user support material and release notes) and installation artifacts; and
- c. Develop tools as necessary to support the development, maintenance, and release of the RI.

D. 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

| Deliverables | Completion Date – time after award |
|--|--|
| TASK 1: Contract and Task-Order Management | |
| Initial face to face | Within 2 weeks of award |
| Task Order Management Plan | Within 6 weeks of award |
| Monthly Reports | Monthly |
| Post Award Meeting Agenda: Provide written agenda for Post Award Meeting | 3 days prior to Post Award Meeting |
| TASK 2: Specification Requirements | |
| Requirements Management Plan: Plan that specifies how the RI team will integrate into the NHIN specifications process and manage new requests for capabilities. | Within 1 month of award, then updated as necessary |
| Product Backlog: Descriptions of all capabilities ordered by priority set by NHIN governance and processes. | Within 1 month of award, then updated weekly |
| TASK 3: Reference Implementation Development | |
| RI Development Plan: Schedule and tasks to develop each release of the RI. | Within 1 month of award, then updated monthly |
| RI Source Code: Source code for each functional component of the RI | Per Release of RI |
| TASK 4: Reference Implementation Validation | |
| NHIN Conformance Test Report: Report validating that the RI conforms to the NHIN specifications relevant to that release | Per Release of RI |
| NHIN Interoperability Test Report: Report validating that the RI passed interoperability tests within the NHIN Interoperability Lab | Per Release of RI |
| TASK 5: Reference Implementation Deployment | |
| RI Deployment Units for each functional component of the RI: A deployment unit consists of a build (an executable collection of components), documents (end-user support material and release notes) and installation artifacts. | Per Release of RI |
| Section 508 Annual Report. See HHSAR clause 352.270-19(b). | Submit report to the COTR |

