

North Carolina Healthcare Information and Communications Alliance, Inc.



February 25, 2010
Request for Proposals

Nationwide Health Information Network Gateway

This is an announcement requesting proposals to implement an instance of a Nationwide Health Information Network Gateway to support the NCHICA NHIN contract with the Department of Health and Human Service Office of the National Coordinator for Health Information Technology (the ONC Contract). The selected contractor will provide services and deliverables to NCHICA as a subcontractor under the ONC Contract. ***Potential Responders should submit a notice of intent to propose by 4 pm on March 8, 2010. Final Proposals are due by 4 pm on March 22, 2010.***

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Introduction

The purpose of this Request for Proposals (RFP) is to implement an instance of a Nationwide Health Information Network Gateway (NHIN Gateway) to support the NCHICA Nationwide Health Information Network (NHIN) project. NCHICA has been a participant in the NHIN project as established by the federal Department of Health and Human Services' Office of the National Coordinator for Health Information Technology (ONC) since 2005. ONC has requested that NCHICA implement an instance of an NHIN Gateway for a mature Health Information Exchange Organization (HIO) in North Carolina. This project responds to ONC's strategic plan supporting the implementation of the NHIN as a common platform for health information exchange across diverse entities, within communities and across the country, thus helping to achieve the meaningful use and other goals of the HITECH Act. This critical part of the National health IT agenda will enable health information to follow the consumer, be available for clinical decision making, and support appropriate use of healthcare information beyond direct patient care so as to improve public health.

The mature HIO prepared to participate in this connectivity is the Western North Carolina Health Network (WNCHN), a collaboration of 16 hospitals, and founder of [Western North Carolina \(WNC\) Data Link](http://www.wnchn.org/datalink.aspx). The WNC Data Link project connects WNCHN hospitals by allowing authorized physicians and clinicians to view electronic patient records across all WNCHN hospital systems. Upon request, WNC Data Link searches all of the WNCHN hospitals' information systems for patient records and aggregates these records for display on a web portal. WNC Data Link uses the MedSeek interoperability solution to facilitate this display. [see <http://www.wnchn.org/datalink.aspx>]

The successful bidder (Contractor) for this project (Project) will implement the NHIN production specifications (found at <http://healthit.hhs.gov/nhin> on the "[Resources](#)" page) in a production ready NHIN Gateway. This NHIN Gateway will enable connections between the WNC Data Link and the NHIN through secure and standards-based protocols. The NHIN Gateway will enable WNC Data Link to query Production NHIN participants such as other Health Information Exchanges and the Veterans Administration hospital located in Asheville, NC (Asheville VA).

The WNCHN hospitals and the Asheville VA share many patients since they are in close proximity to each other. In a period of 12 months, there were a total of 1,768 recorded veteran visits to the 16 hospitals with 459 admissions (the rest of the visits were ED visits). The Asheville VA provides care to approximately 100,000 veterans from WNC, upstate SC and northern Georgia, with the majority of those individuals potentially treated in the WNCHN hospitals. While there is not a published schedule for the participation of the Asheville VA in the NHIN, the VA has recently established initial connectivity with a VA facility in San Diego and NCHICA has reasonable expectations that upon the availability of the community connectivity as provided by this project, the Asheville VA would be a early participant in the NHIN. Moreover, NCHICA expects to use this Project as a learning experience and incubation for expanding NHIN connectivity for North Carolina institutions, public and private.

NCHICA has been a leader in incubating healthcare network initiatives for the state, most recently for the North Carolina Immunization Registry (NCIR) and the North Carolina Disease Event Tracking and Epidemiologic Collection Tool (NC DETECT), both have been in uninterrupted operation for over a decade. NCHICA anticipates that Production use of this NHIN

Gateway will provide a logical definition of future operation and even ownership of this implementation. Potential second year scenarios include further connectivity to the NHIN Gateway by public and private North Carolina based entities and incorporation of the NHIN Gateway within the State of North Carolina's statewide HIE efforts. NCHICA does not enter into this project with long term ownership expectations. NCHICA's objective is to establish an NHIN Gateway in a manner supporting its continuous Production operation into the future.

This RFP outlines the requirements for the NHIN Gateway. Responders are expected to sufficiently address all of the items in this RFP and provide a detailed proposal for each component to substantiate their response. NCHICA is requesting comprehensive, supported responses to address the complexities of implementing this Production NHIN Gateway. Responders may expand upon the RFP requirements to address other aspects of its proposed solution, but should do so only if such additional information is material to NCHICA's decision. The Contractor selected for the implementation phase shall:

- Have the experience to implement, operate, and maintain an [NHIN CONNECT](http://www.connectopensource.org)-compatible NHIN Gateway and Adapter functionality [<http://www.connectopensource.org>] for the term of the contract;
- Deliver an NHIN Gateway with the functionality, scalability, and cost-effectiveness to support ongoing use;
- Provide limited, but important, assistance to the WNC Data Link team to finalize their development of NHIN Adapters, web services, and testing for connection with the NHIN Gateway;
- Be capable of providing similar implementation assistance to other North Carolina entities prioritized for connection to the NHIN Gateway in the future;
- Have a demonstrated ability to serve as an active partner in North Carolina's strategy for deploying NHIN connectivity; and
- Demonstrate organizational integrity, independence, and commitment to the long term success of standards-based Health Information Exchange (HIE) in North Carolina.

Background

The North Carolina Healthcare Information and Communications Alliance, Inc. (NCHICA) is dedicated to improving health and care in NC by accelerating the adoption of information technology (IT) and enabling policies. Our membership, comprised of over 200 organizations including healthcare providers, payers, state agencies, professional associations, and health IT partners across the State, has demonstrated the value of collaboration in achieving this mission for the past 15 years.

We are committed to working closely with the State and its designated entity, the NC Health and Wellness Trust Fund, as well as all organizations that qualify for ARRA HITECH funding, to ensure NC makes the best use of the ARRA HITECH opportunities. Establishing this instance of the NHIN Gateway continues the mission of NCHICA and will be fully complementary to the statewide plans for ARRA HITECH funding. As those statewide plans and deployments continue to develop with guidance from the public and private sector, NCHICA anticipates providing the experience from this NHIN Gateway deployment as a complementary component of those plans.

Technical Requirements and Services

Contractor will deliver, implement, operate and maintain a NCHICA NHIN Gateway (which will include hardware, software, and hosting, backup, and maintenance services) that conforms to the NHIN Specifications as set forth at <http://healthit.hhs.gov> and that is HITSP standards-based, with the potential for hybrid architecture connecting to federated/centralized applications and data. The technical model will support all nationally-recognized data code sets and exchange standards. Vendor shall provide a production NHIN Gateway environment, compatible with and interoperable with the [Federal Health Architecture's "CONNECT" system](#). Responders may propose open source solutions, hybrid solutions, or proprietary solutions.

Responders should be aware that the federal NHIN specifications (including the CONNECT architecture) that form the basis for this Project may change during the course of this RFP process and after contract award. Responders must commit to deliver an NHIN Gateway that stays compliant with the NHIN Specifications as they change from time to time after the date of this RFP, including at the time of contract award and thereafter during the term of the contract at no additional cost, not to exceed sixty day lag time from release date of NHIN Specifications.

All solutions must incorporate Adapter Interface and Service Bus Components as articulated in the CONNECT architecture. When given the notice to proceed, the NHIN Gateway must conform to the most current technical specifications as approved by the ONC. At the time of publication, these may be found at the [NHIN Inventory of Tools](#) section of the ONC web site.

Deliverables by Task Area

Implement and Test

1. The Contractor will install and configure an end-to-end Production NHIN Gateway, a Development NHIN Gateway, and a Test NHIN Gateway to support the core NHIN services, including requesting and receiving [standards-based clinical documents](#) to and from the WNC Data Link web services
2. The Contractor will perform unit, functional, integration, user acceptance, and performance testing for NCHICA approval as the NHIN gateway is connected to WNCHN. The Contractor will utilize the published NHIN test cases to confirm implementation work to ensure quick completion of NHIN validation. Test and production digital certificates are issued during this validation process. All digital certificates will be registered to NCHICA; the Contractor shall be responsible for installation and configuration. The activities identified by the NHIN Validation Plan (set forth in Appendix B) are required by ONC to ensure the NHIN Gateway is validated to exchange information across the NHIN. In pursuit of NHIN validation, the Contractor will undergo NHIN conformance and interoperability testing as well as testing with other federal partners. The Contractor will deliver test plans, which will include, without limitation, the definition of the goals and objectives of testing, the items being targeted for testing and the approach to be taken to test a specific feature. Test plans must be compatible with the NHIN testing infrastructure. The Contractor will also deliver test scripts, which will include, without limitation, the step-by-step instructions that realize a test, enabling its execution to certify that implementation against NHIN specifications. Test scripts must be in the form and format to be specified by ONC and reusable within the NHIN testing infrastructure.

3. The Contractor shall develop and provide written documentation and specifications for installation, use and configuration of the Production NHIN Gateway, Development NHIN Gateway and the Test NHIN Gateway, including a description of standards-based clinical documents, and a description of all NHIN Gateway services based on the specifications as published by ONC. This documentation will ensure that sufficient written guidance is provided by the Contractor to any North Carolina endpoint. This includes build and deployment instructions and/or release notes.
4. The NHIN Gateway adapter and service bus components will contain the web services and components necessary to connect the existing WNC Data Link web services to the NHIN. WNC Data Link will make an API available for the CCD. The Contractor shall be responsible for configuring the NHIN Gateway adapter and service bus components to configure communications, patient correlation, endpoint URL data, and other adapter and service bus components.
5. The Contractor shall assist WNC Data Link and its subcontractor, MedSeek, in resolving technical issues regarding the communication between the NHIN Gateway adapter and WNC's Data Link web services. This assistance will be provided by the Contractor as part of the deployment of the NHIN Gateway at no additional charge (not to exceed 100 hours). Responder will provide in its Proposal its hourly rate for assistance provided in excess of 100 hours.
6. The Contractor shall be responsible for successful testing of the NHIN Gateway and the WNC's Data Link web services. The current scenario is for WNC Data Link to accept and produce a CDA Release 2 Level 2 CCD (C32 Patient Summary Record). This scenario is subject to change based on the data available, and will be finalized at the Contract start date. Success of the NHIN Gateway will require written sign-off and acceptance by NCHICA.
7. The Contractor will be responsible for testing exchange to the Asheville VA through the NHIN.
8. The NHIN Gateway will support production level volumes for the connection of the WNC Data Link system to federal partners such as the Asheville VA. The number of veteran visits to WNC facilities was 1,768 over a 12 month period.

Operate and Maintain

9. The Contractor will host, operate, and maintain (including the back up of data) the NHIN Gateway for the period from contract execution (expected March 2010) through January 23rd, 2011. The Contractor must support and maintain a Development, Test, and Production environment for the period of performance of the contract.
 - a. For the purposes of sustainability, the Contractor will also provide pricing for the above for on-going use, assuming both a) annual extension contracts, and b) three-year term contracts.
10. The Contractor will register the URL address in NCHICA's name for each supported environment of NHIN gateway.

11. The Production NHIN Gateway will conform to the Service Level Agreement as described in Appendix D.

Schedule

The Contractor will meet the following timeframe for the preceding deliverables (“CED” means Contract Execution Date):

Deliverable	Timeframe	Payment Milestone (y/n)
1	CED + 4 weeks	N
2	CED + 4 weeks	Y
3	CED + 1 week	N
4	CED + 4-6 weeks	N
5	CED through completion of Deliverable 7	N
6	CED + 8 weeks	Y
7	TBD, likely after April, 2010	Y
8	CED through January 23, 2011	N
9	Completion of Deliverable 7 through January 23, 2011	Y (Monthly Rate)
10	CED + 4 weeks	N
11	Completion of Deliverable 7 through January 23, 2011	N

Proposal Submission

Award of the contract resulting from this RFP will be based upon the most responsive Responder whose offer in the sole judgment of NCHICA, will be the most advantageous to North Carolina and NCHICA in terms of cost, functionality, and other factors as determined by NCHICA in its sole discretion.

Responder must include with the Proposal a letter of transmittal attesting to the Proposal's accuracy, signed by an individual authorized to execute binding legal documents on behalf of Responder. The cover letter shall provide the name, address, e-mail, telephone and facsimile numbers of the Responder along with contact information for the executive that has the authority to contract with NCHICA. The cover letter shall also affirmatively state that the Responder understands and agrees to the terms and conditions and process outlined in this RFP.

Responder's Proposal must include a detailed description of the Contractor's plan to meet the requirements of the RFP. The Proposal should thoroughly address each item in the RFP, while appropriately balancing length and content.

The Proposal must be written in an easily readable typeface such as Arial, Cambria, Times New Roman, or CG Times. Text must be no less than 11 point font and tables and figures no less than 10 point font. All pages must be formatted on 8½ by 11 page size.

Responder will deliver **electronic** Proposals in MS Word ® and/or MS Excel ® formats for each of the three sections of the proposal: I. Functional; II. Terms and Conditions & Contractor Background; and III. Pricing. Pricing should be in a separate file submission.

Comprehensive Proposals must be organized as set forth below. Inclusion of vague and/or incomplete Proposals (including use of canned sales material) will result in a reduced evaluation score.

Section I. Functional Proposal (20 pages maximum)

1. Executive Summary
2. Approach and Methodology to the Itemized Project Deliverables
 - a. NHIN Gateway Experience and Plans
 - b. Specific Technical Architecture, Software, and Hardware to be Deployed
 - c. Facilities Description
3. Project Management Approach

Section II. Terms and Conditions; Contractor Background (20 pages maximum)

1. Exceptions to Terms and Conditions
2. Appendix: References
3. Appendix: Project Team Staffing, CV's & All Subcontractor Relationships
4. Appendix: Company Overview including Certificate of Insurance & Financials

Section III. Pricing Proposal (table format)

1. Detailed and Itemized Fixed Fee Pricing by Deliverable and Payment Milestone

Deliverable	\$	Deliverable	\$
#2	\$	#7	\$
Assistance above 100 hours on Deliverable #5	\$ per hour by resource	#9	\$ / month
#6	\$		

All pricing must be comprehensive and complete. The submitted Proposals and price quotations must remain valid for 120 days from submission.

NCHICA will have no obligation to return any materials submitted in response to this RFP.

Terms and Conditions

Responders shall agree as part of their Proposal to accept the following terms and conditions, which will be included in the final contract between NCHICA and Contractor (the "Contract"). NCHICA may include additional terms in the Contract as NCHICA deems necessary. Responder shall respond in detail if it has any exceptions to the following terms and conditions. Complete responses are critical to NCHICA's ability to evaluate Proposals. General responses such as "subject to legal review" are not acceptable. Unless explicitly stated otherwise in the Proposal, all Proposals shall be assumed to agree to full compliance with the requirements of this RFP.

Prime ONC Contract

The Contract will be structured as a subcontract under the ONC Contract. Contractor will be bound by all of the terms and conditions of the ONC Contract, and acknowledges that ONC is an intended third-party beneficiary of the Contract. The terms and conditions of the ONC Contract include the FAR clauses identified in Appendix C referenced below.

Incorporation of RFP and Proposal

This RFP and Contractor's Proposal, or parts thereof as selected by NCHICA, will be incorporated by reference into and made a part of the Contract. The terms of the Contract will take precedence over the terms of the RFP and Contractor's Proposal in the event of any conflict.

Services

Contractor will provide all of the services and deliverables set forth in this RFP in accordance with the NHIN Specifications and the Service Level Agreement set forth in Appendix D.

Term

The initial term of the Contract will continue until January 23, 2011. After the end of initial term, the Contract may be renewed at the discretion of NCHICA for up to two (2) additional annual terms at the same pricing and terms.

Termination

The Contract may be terminated by NCHICA in its sole discretion at any time and for any reason or no reason. In such event, NCHICA will pay Contractor for services rendered in connection with the next scheduled milestone on a pro-rata basis based upon the level of completion of such milestone.

NCHICA may also terminate this Agreement if:

- (a) Contractor breaches any provision, term or warranty in the Contract, and such breach (if reasonably susceptible of cure) is not cured within ten (10) days of notice of breach from NCHICA; or
- (b) Contractor ceases to do business as a going concern, makes an assignment for the benefit of

creditors, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it, or if a receiver, trustee or liquidator is appointed for the Contractor or any substantial part of Contractor's assets or properties (subject to the bankruptcy section below); or

(c) Contractor breaches any provision, term or warranty in the Other Agreements noted below.

Contractor may terminate the Contract if NCHICA breaches its payment obligations under the Contract and does not cure such breach within thirty (30) days after written notice from Contractor.

Upon termination, Contractor will work with NCHICA at no additional cost to transition the operation of the NHIN Gateway or replacement gateway to NCHICA or to a third party. This cooperation will include the delivery in electronic form of all data arising from the operation of the NHIN Gateway to NCHICA, including all log files, audit trails and master patient index data. NCHICA will have the right upon termination to purchase the hardware used to deliver the NHIN Gateway at its then-current fair market value.

Project Management

The Contractor will provide a Project Manager (PM) acceptable to NCHICA to conduct overall management coordination and be the central point of contact for overall performance of work under the Contract. The Contractor will also designate an alternate PM to act during the PM's absence. The PM or designated alternate acceptable to NCHICA shall ensure that required supervision of Contractor personnel is provided whenever work is being performed.

The Contractor will establish and maintain a PMBOK® informed comprehensive project plan, work breakdown structure, and milestone based project schedule. The project plan must, at a minimum, include a risk and quality management plan.

During the course of the Contract, the Contractor Project Manager will provide weekly project reports. At a minimum, the reports will include a detailed status on all open issues (e.g., being researched, fixed or tested), summary of past week's accomplishments, progress on current activities, and open issues.

During the deployment of the NHIN Gateway, weekly status calls will review the status of each open item and analysis of impact on overall progress of the project.

Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, NCHICA's right to terminate the Contract may be subject to the rights of a trustee in bankruptcy to assume or assign the Contract. The trustee will not have the right to assume or assign the Contract unless the trustee (a) promptly cures all defaults under the Contract; (b) promptly compensates NCHICA for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by NCHICA.

Changes in Scope

NCHICA can make changes to the scope of work, at its discretion. The Contractor also may propose changes to NCHICA. Request for changes in the scope of work proposed by the Contractor and changes by NCHICA must be communicated in writing.

Other Agreements

NCHICA and the Contractor will enter into appropriate agreements relating to HIPAA and the privacy and security of patient information, including, but not limited to the [NCHICA Business Associate Agreement](#) as posted on the NCHICA web site. Certain flow-down components of the NHIN [Data Use and Reciprocal Support Agreement \(DURSA\)](#) will apply to the Contract.

Security

The Contractor will be fully and solely responsible for security with respect to the operation of the NHIN Gateway and all related systems and services. The Contractor will protect against unauthorized and fraudulent use of or access to the NHIN Gateway by all necessary and appropriate means.

Data

NCHICA will own all rights in data stored or processed in connection with the operation of the NHIN Gateway, including all log files, audit trails, and master patient index data, including all stripped, aggregated, or statistical data based on such data ("Data"). The Contractor may use Data solely to perform services under the Contract, and shall have no rights to use or keep any Data for any other purpose without the written consent of NCHICA.

Intellectual Property

NCHICA will own all intellectual property rights in and to all software, technical and system designs, configurations, materials, documentation, instructions, scripts, and other work product developed by Contractor in connection with the performance of the Contract (the "Work Product").

Contractor will upon NCHICA's request provide to NCHICA all or any portion of the Work Product, in electronic form. Without limiting the foregoing, Contractor will provide to NCHICA upon request: (a) a detailed description of all commercial products (including specific versions) and services (such as hosting providers) used in connection with the NHIN Gateway; (b) specific implementation, configuration and set-up data used in the NHIN Gateway, including all custom scripting and configuration settings; (c) encapsulated deployment packages, custom software source code, technical documentation, and manuals to facilitate subsequent deployments.

To the extent such items are not already owned by and delivered to NCHICA as noted above, Contractor will place into escrow, and regularly update as needed, all software source code, technical documentation, configuration and build tools, and all other items necessary for NCHICA to maintain and operate the NHIN Gateway ("Escrow Materials"). The escrow agent may release the Escrow Materials to NCHICA under the following circumstances: (i) the Contract is terminated due to the breach of Contractor, (ii) Contractor becomes insolvent, (iii) a claim of bankruptcy is filed by or against Contractor, which is not terminated within 60 days, or (iv) Contractor ceases to do business in the normal course.

NCHICA will have a non-exclusive, worldwide, irrevocable right and license, under all intellectual property rights associated with the Escrow Materials, to: (i) install, deploy, use, operate, maintain, and modify the NHIN Gateway, and (ii) authorize, license and sublicense third parties to do any, some or all of the foregoing on NCHICA's behalf.

Indemnification

The Contractor will indemnify, defend, and hold harmless NCHICA, its officers, contractors, agents, and employees from and against any and all losses, damages, costs, expenses (including reasonable attorney's fees), obligations and other liabilities paid or incurred by any of them as a result of any claims, demands, suits, or proceedings: (a) alleging copyright, trademark, or patent infringement or misappropriation of trade secrets as a result of the delivery or operation of the NHIN Gateway or other deliverables provided by Contractor under the Contract; (b) arising from breach by the Contractor of any its duties, obligations, or warranties under the Contract, and (c) arising from any death, personal injury, or property damage caused by the actions or inaction of the Contractor, including Contractor's negligence.

Insurance

The Contractor will procure errors and omission liability, professional employees, commercial general liability, workers compensation, and automobile liability insurance in sufficient amounts to meet its obligations under this Agreement. NCHICA will be a named additional insured under the commercial general liability insurance. Copy of the Certificate of Insurance for all required insurance must be provided in the Proposal background submitted by Responder. Should insurance lapse or cancel, NCHICA must be notified immediately. Failure to comply with the insurance requirements may result in termination of the Contract.

Payment

Payments under the Contract will be coordinated by NCHICA through reimbursements from ONC, and the selected Contractor will be paid within 10 working days of receipt of payment by NCHICA from ONC. Contractor will not receive payment until NCHICA has been reimbursed by ONC. All deliverables and the quality of work must be in accordance with the Contract to the satisfaction of NCHICA for the reimbursement approval.

Subcontractors and Affiliated Companies

All subcontractors and other vendor affiliates who will be involved in the performance of the Services must be disclosed in the Proposal and approved by NCHICA. The nature of the work to be performed by subcontractors must also be disclosed. The Contract will provide that Contractor will not subcontract any work unless approved in writing by NCHICA. Any breach of the Contract by a subcontractor or an affiliate will be deemed a breach by the Contractor.

Third Party Products and Services

If Responder intends to use third-party products and/or services to deliver its solution, such third parties must be identified in the Proposal. NCHICA will have no responsibility or liability to any such third party providers. In no event will NCHICA be required to execute contracts directly with any third party supplier.

No Suspension of Services

In the event of a dispute between the parties, including any good faith dispute over payments due, the Contractor will not suspend, interrupt, slow down or otherwise adversely affect the development or operation of the NHIN Gateway or any other services provided under the Contract.

Audit

NCHICA reserves the right to audit Contractor's books and records to assure compliance with the terms of the Contract, upon reasonable notice and during normal business hours.

Compliance with Laws

The Contractor represents and warrants that it will provide the NHIN Gateway and all services and deliverables under the Contract in accordance with all applicable laws, rules and regulations.

Governing Law and Jurisdiction

The interpretation and enforcement of the Contract shall be governed by the laws of North Carolina, without regard to its conflicts of law rules. The Contractor agrees that any and all legal actions or proceedings related to the Contract shall be brought in a state or federal court sitting in Durham County, North Carolina. Each party submits to the sole jurisdiction and venue of such courts and irrevocably waives any and all objects with respect to such jurisdiction and venue.

Proposal Process Requirements

By submitting a Proposal in response to this RFP, Responder agrees to the following Proposal Process Requirements.

No Liability

The issuance of this RFP and Responder's participation in the RFP process will not cause NCHICA to incur any liability or obligation of any kind to Responder, financial or otherwise. By submitting its Proposal, Responder specifically waives any and claims against NCHICA with regard to the selection of Contractor. The Responder is responsible for and will assume all costs associated with their Proposal in response to this RFP, including but not limited to all costs associated with negotiations of any final contract.

Cancellation of this RFP

NCHICA may cancel or modify this RFP without cause or explanation.

Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, each Responder will certify in its Proposal that to the best of its knowledge and belief the Responder participants are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

Confidential Information

NCHICA is a not-for-profit agency, and conducts its business in the full view of the public. Participants in the RFP review process will include NCHICA employees and representatives of key NCHICA members from the provider, state and payer communities. Although Proposals will not be published by NCHICA, they cannot be considered confidential. Once the award is publically announced, NCHICA will have the right (but not the obligation) to publish on the NCHICA website the approach contained in the successful Section I. Functional Approach Proposal.

Responder specifically acknowledges and agrees that NCHICA may use any and all ideas and

concepts in the Proposals responding to this RFP for any purposes NCHICA deem appropriate. This includes the use of ideas and concepts from Proposals that are not chosen for the award.

Clarifications / Best and Final Offers

NCHICA may seek additional clarification from the Responder and request modifications and/or clarification to the submitted proposal. NCHICA has the option to negotiate a best and final offer on the technical approach and financial component of a Proposal.

Deviations to the Provisions

Any deviations from the RFP requirements must be clearly delineated in the Proposal, along with an explanation of why the instructions were not followed or the requirements were not met.

RFP Coordinator

The RFP Coordinator for this RFP is Andrew Weniger, Project Manager, NCHICA, PO BOX 13048, RTP, NC 27709 andrew@nchica.org. All questions and proposals must be emailed to Mr. Weniger and to Ms. Tara Waechter at tara@nchica.org with the Subject Line "NHIN GATEWAY RFP." **Any other communication relative to this RFP by Responders with NCHICA Staff or Associates will be grounds for disqualification.** Responders interested in responding to this announcement must submit an electronic version of their Proposal to the RFP Coordinator at addresses above by **4pm EST by March 22, 2010. No Proposals will be accepted after this time.** All electronic files submitted must contain an attestation that the attachment has been scanned and is free of viruses. **All Proposals must include Federal Tax Identification Numbers, and any application received after the closing date or time will not be accepted.**

Notification of Award

Once a final Contract has been fully executed, NCHICA will use reasonable efforts to notify the other responders of the decision.

Prohibitions of Certain Conflicts of Interest

The Contractor represents and warrants that it presently has no interest and will not acquire any interest, direct or indirect, that would create conflict in any manner or degree with the performance of its services.

Questions & Answers

Written Questions may be submitted by e-mail to the RFP coordinator up until **4pm on March 8, 2010**. We encourage early, incremental question submissions. NCHICA intends to publish answers to submitted questions by **March 12, 2010 at 5 pm**. NCHICA intends to post all submitted questions and its answers on its website, www.nchica.org.

Rules for Withdrawal

A responder may request that their Proposal be withdrawn by submitting a request in writing and stating the reason for withdrawal of their Proposal.

RFP Schedule of Activities

The table referenced below defines the key deliverables and due dates for the RFP process. NCHICA reserves the right to change the Schedule of RFP Activities, including the associated dates and times (all times Eastern Time Zone).

Issuance of RFP	February 25, 2010
Responder's Notice of Intent to Propose	4 pm March 8, 2010
Deadline for written questions	4 pm March 8, 2010
NCHICA's release of questions and answers	March 12, 2010
Proposal due date	4 pm March 22, 2010

Waiver of Minor Irregularities

NCHICA may choose to waive minor irregularities in the Proposal in its sole discretion. Waiver of minor irregularities by NCHICA will in no way excuse the Contractor from complying with the other specifications of the RFP or the Contract.

Contract Negotiations

Responder agrees that NCHICA will prepare the initial draft of the Contract. NCHICA may enter into contract negotiations with more than one Responder. No acceptance of a Proposal shall be binding on NCHICA prior to the execution of the Contract with Responder.

Proposal Evaluation

NCHICA currently intends to evaluate the submitted proposals based on the criteria below. However, NCHICA reserves the right in its sole discretion to modify its selection criteria with or without notice to Responders.

The evaluation process of the Proposals will involve scoring for each category. Each Proposal will be scored separately and then the overall score for each Contractor will be consolidated to identify the Contractors with the highest points. The technical evaluation will be given more weight than the financial evaluation; however, ranking will also take into account appropriate long term financial implications with an overall emphasis on value delivered.

Scoring Criteria

Proposals will be reviewed based upon a technical evaluation and a financial evaluation. The specific review areas currently contemplated by NCHICA are set forth in the table below:

Technical Evaluation	Financial Evaluation
Technical Approach - Assigned Team HIE Experience - Deliverables Fulfillment Approach - NHIN Gateway Expertise - Ongoing Support Infrastructure	Deliverables Pricing - Onboarding / Validation Testing - Deliverables Fulfillment Approach - NHIN Gateway Expertise
Similar Projects Delivered	Ongoing Support Price
Project Management Approach	Compliance with Terms and Conditions
Architecture, Software, Hardware	Contractor Stability
	Contractor Financial Estimating Expertise

Appendices

See NCHICA web site: http://www.nchica.org/HIT_HIE/NHIN.htm

- A. [NCHICA NHIN Gateway Summary](#)
- B. NHIN Validation Plan, to be released and posted on the [ONC web site](#) in early March 2010, and incorporated herein by reference
- C. [FAR Clauses](#) included in Contract
- D. [Service Level Agreement](#)
- E. [NCHICA Business Associate Agreement February 2010](#)
- F. [NHIN Data Use and Reciprocal Support Agreement \(DURSA\)](#)