State of Oklahoma
Office of Management and Enterprise Services ISD/Procurement

Solicitation

1. Solicitation#: 3400001151

2. Solicitation Issue Date: 11/19/2012

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services / ISD Procurement Division on behalf of the State of Oklahoma Department of Health (OSDH) is currently accepting proposals for a comprehensive solution for an **Interoperable Public Health Information System (IPHIS),** to prepare for participating with health information exchange activities and to improve the quality of data available to support decisions about improving the health of Oklahomans.

4. Response Due Date: 01/24/2013 **Time: 3:00 PM CST**

5. Issued By and Return Sealed Bid To:

Personal or Common Carrier Deliver:

Office of Management & Enterprise Services
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

U.S. Postal Deliver:

Office of Management & Enterprise Services
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Hurtisine Franklin

Phone: (405) 521-6419

Email: Hurtisine.Franklin@omes.ok.gov

7. Solicitation Type:

Invitation to Bid

___x_____ Request for Proposal

Request for Quote

__Request for Information

State of Oklahoma
Office of Management and Enterprise Services ISD/Procurement

Responding Bidder Information

"Certification for Competitive Bid and Contract" ***MUST*** *be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 340000115

2. **Bidder General Information:**

FEI / SSN: _____ VEN ID (if unknown, leave it blank): _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: _____

☐ NO - Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☐ YES – Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO – attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning Workers' Compensation Insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html

State of Oklahoma
Office of Management and Enterprise Services ISD/Procurement

Certification for Competitive Bid and/or Contract
(Non-Collusion Certification)

NOTE: *A certification shall be included with any competitive bid and/or contract exceeding $5,000.00 submitted to the State for goods or services.*

Solicitation or Purchase Order #: 3400001151

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purpose of competitive bid,
   1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
   2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
   3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
      a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
      b. to any collusion with any state official or employees as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
      c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O. S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

A.1.2. "Addendum" means a written modification to a contract.

A.1.3. "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.

A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.

A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.

A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;

A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier" "vendor", or "offeror" responding to a solicitation.

A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;

A.1.9. "COTS" means Commercial off the Shelf.

A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.

A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.

A.1.12. "Close of business" means 5:00PM Central Time.

A.1.13. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;

A.1.14. "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;

A.1.15. Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

A.1.16. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;

A.1.17. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;

A.1.18. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.

A.1.19. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.

A.1.20. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management & Enterprise Services.

A.1.21. "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.

A.1.22. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.

A.1.23. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

A.2.1. Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.

A.2.2. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.

A.2.5. All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Central Purchasing Rules, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.

A.2.6. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

A.2.7. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit an proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.2.8. Offeror should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.

A.3.3. It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

If the offeror needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

By submitting an offer to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency

A.5.1.2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Offer

Offers received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.9.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.10.2. Offerors guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

A.10.4. All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Firm Fixed Price

Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

A.12. Pricing Requirements

If offeror pricing does not meet requirements of a solicitation, the offer may be considered non-responsive.

A.13. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.14. Rejection of Offer

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.15. Award of Contract

A.15.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

A.15.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

A.15.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.15.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.16. Contract Modification

A.16.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.

A.16.2. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of State Finance in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.17. Delivery, Inspection and Acceptance

A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.17.2. Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.18. Invoicing and Payment

A.18.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.

A.18.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.20. Audit and Records Clause

A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

A.20.2. The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

A.24.1. The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.

A.24.2. The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.

A.24.3. If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.

A.25.2. If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.26. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

c) Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit

including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than $1,000,000 per claim and in the aggregate.

A.27. Employment Relationship

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting contract are not employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act Of 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

A.30. Gratuities

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.31. Preclusion from Resulting Contracts

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

A.32.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

A.32.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.

A.32.3. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

A.32.4. Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.33. Background Checks and Verifications

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

A.34. Confidentiality

A.34.1. Pursuant to Title 62 O. S. §34.12.(C.). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

A.34.2. The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.

A.34.3. The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.35. Unauthorized Obligations

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

A.36. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management & Enterprise Services.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

A.37. Patents and Copyrights

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

A.37.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

A.37.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.38. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.38.1. Equal Opportunity and Discrimination

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.38.2. Lobbying

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.38.3. Drug-Free Workplace

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.38.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed $100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.39. Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

A.40. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.41. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.42. Licensed Software

A.42.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.42.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.43. Contract

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded.

A.44. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

A.45. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.46. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.46.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.46.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.46.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.46.4. The State of Oklahoma IT Security Policies may be found at:

http://www.ok.gov/OMES/documents/InfoSecPPG.pdf

A.47. Offshore Services

No offshore services are provided pursuant to this contract.

A.48. Failure to Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma's chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.49. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.50. Compliance with Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OMES/documents/StateOfOklahomaInfoSecPPG_OMES_12012008.pdf

A.51. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.52. Ownership Rights

A.52.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.52.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.53. Right of Use

A.53.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.

A.53.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a ”Work Made for Hire”, contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.

A.53.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.54. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.54.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

a) A bona fide material default of the obligations of the contractor under the agreement with the agency;

b) An assignment by the contractor for the benefit of its creditors;

c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;

d) The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;

e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor’s property;

f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or

g) The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

A.54.2. As used in this section:

a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and

b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.55. Right to Renegotiate

Prior to exercising the State’s right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.56. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor’s services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State’s name is mentioned or language used from which the connection of the State’s name therewith may, in the State’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.57. Mandatory and Non-Mandatory Terms

A.57.1. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror’s Proposal.

A.57.2. Whenever the terms “can”, “may”, or “should” are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.58. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.59. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the vendor.

A.60. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Vendor's response to this Request for Proposal, all Offers shall be firm representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be amended by the Vendor's response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor's response may cause the bid to be rejected from consideration for award.

A.61. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

B.1.1. Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.

B.1.2. AD – Active Directory

B.1.3. ADO – Active Data Objects

B.1.4. Active eMPI - An eMPI with a direct interface with searching capability at the point of an encounter

B.1.5. CDC – Centers for Disease Control and Prevention

B.1.6. CDR – Clinical Document Repository

B.1.7. Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.

B.1.8. CHD – County Health Department

B.1.9. ebXML -- Electronic Business using eXtensible Markup Language

B.1.10. EH – Eligible Hospital

B.1.11. EHR – Electronic Health Record

B.1.12. EP - Eligible Provider/Professional

B.1.13. eMPI – Enterprise Electronic Master Patient Index

B.1.14. HIE – Health Information Exchange

B.1.15. HIIAB – Health Information Infrastructure Advisory Board

B.1.16. HIPAA – Health Insurance Portability and Accountability Act of 1996

B.1.17. HITECH – Health Information Technology for Economic and Clinical Health Act

B.1.18. HL7 – Health Level Seven

B.1.19. HUB – Integration Hub/Engine

B.1.20. IPHIS – Interoperable Public Health Information System

B.1.21. ITAS – Information Technology Accessibility Standards – Available online at www.ok.gov/OMES/documents/isd_itas.doc

B.1.22. Jurisdiction – The limits or territory within which authority may be exercised

B.1.23. LIMS – Laboratory Information Management System

B.1.24. MMIS – Medicaid Management Information Systems

B.1.25. MPI – Master Patient/Person Index

B.1.26. NBS – Newborn Screening (Includes both Metabolic and Hearing)

B.1.27. OHIET – Oklahoma Health Information Exchange Trust

B.1.28. ONC – The Office of the National Coordinator for Health Information Technology

B.1.29. Open HIO – Oklahoma state agency health information organization

B.1.30. OSDH – Oklahoma State Department of Health

B.1.31. OSIIS – Oklahoma State Immunization Information System

B.1.32. PHI – Protected Health Information: Individually identifiable information, including demographic information, related to the past, present, or future physical or mental health or condition, the provision of health care to an individual, or the past, present, or future payment for such health care, which is created or received by a covered entity. It may be oral or recorded in any medium, including electronic data, paper records, or any other form.

B.1.33. PHIDDO – Public Health Investigation and Disease Detection of Oklahoma

B.1.34. PHINMS – Public Health Information Network Messaging System

B.1.35. PHL – Public Health Laboratory

B.1.36. PHOCIS – Public Health Oklahoma Client Information System

B.1.37. PKI – Public Key Infrastructure

B.1.38. RHIO – Regional Health Information Organization

B.1.39. SAS 70 – Statement on Auditing Standards (SAS) No. 70

B.1.40. UPI – Unique Person Identifier

B.1.41. VXU – Unsolicited Vaccination Update HL7 message

B.1.42. WS – Web Service

B.2. Contract Term, Renewal and Extension Option

B.2.1. The initial contract shall be for the purchase of all necessary hardware and software components, project meetings and conference calls, installation, configuration, software customization, technical interface documentation for the OSDH, technical assistance with interfacing to the contractor's systems, testing, piloting, implementation, maintenance, support and ongoing consultation related to the implemented system(s).

B.2.2. The period of performance for the initial contract period shall be for one (1) year from the date of award and there shall be up to nine years to renew. Maintenance shall begin upon final implementation and acceptance of the completed installation not to exceed 10 years including the initial implementation period. The initial maintenance period shall be from the date of final acceptance of the full system through the following June 30. Maintenance shall be for all previously implemented systems. For example, if Stage 1 of the eMPI is implemented in Year 1, the first full year of maintenance following the initial maintenance period for the eMPI Stage 1 shall begin in Year 2. If Stage 1 of the Integration Hub is implemented in Year 2, the full year of maintenance during Year 3 would include maintenance for eMPI Stage 1 combined with maintenance for the Integration Hub Stage 2.

B.2.3. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be additional one – year periods for maintenance and support (July 1- June 30) following the initial maintenance period not to exceed a total of 10 years including the initial implementation period. The following table contains the potential periods of additional maintenance applicable to each individual Phase of the project.

Design, Deployment & Implementation Period	Initial Maintenance Period	Additional Maintenance Periods
1 year	1 year	8 – 1 year periods
2 years	1 year	7 – 1 year periods
3 years	1 year	6 – 1 year periods
4 years	1 year	5 – 1 year periods
5 years	1 year	4 – 1 year periods
6 years	1 year	3 – 1 year periods

B.2.4. The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date.

B.3. Contractors and Sub-Contractors Obligations

B.3.1. The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.

B.3.2. All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.

B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

B.3.4. Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any

obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrantees

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.5. Commercial Off-The-Shelf (COTS) Software

In the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses shall not be binding on the State of Oklahoma, and the provisions of this contract shall prevail.

B.6. Agency Policies

B.6.1. Protecting and Securing Protected Health Information

To the extent the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Contractor, its officers and employees (collectively, "Organization") and Oklahoma State Department of Health ("OSDH"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;

b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;

c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;

d) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract;

e) contractor will mitigate any harmful effects from the breach of confidentiality, privacy, or security as required by law;

f) the parties intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;

g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;

h) contractor agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R.§ 164.524 which provides patients with the right to access and copy their own protected information within 30 days;

i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;

j) contractor agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;

k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534 within 30 days of request;

l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by

each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA;

n) contractor agrees that PHI or provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH;

o) contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8;

p) contractor agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system;

q) contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410;

r) contractor shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor shall report to OSDH any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Organization pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

B.6.2. Contact Persons

For the purposes of this contract, all contacts with the Contractor shall be directed to its designated representative(s).

For purposes of this contract, all contacts with the OSDH shall be directed to its representative Contract Monitor. The name and contact information of the OSDH Contract Monitor will be provided following contract award.

B.6.3. Delivery, Inspection, and Acceptance

All products and services are subject to inspection and testing by the OSDH and any that do not meet or exceed the specifications may be rejected.

The OSDH shall be given up to ninety (90) days from the final completion of the installation (if installed by the Contractor) or up to ninety (90) days after delivery if the OSDH installs (using the contractor's installation documentation or with the contractor working on-site with OSDH staff) to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this contract.

If the Contractor's product or services fail to meet the specifications, then the same may be rejected and returned to the Contractor with a letter stating the reasons for non-acceptance. Such rejection will exempt the OSDH from all related costs incurred by the Contractor. The Contractor shall be given thirty (30) days to cure the nonconforming products or services and re-submit the deliverable(s) to the OSDH, with a letter explaining the corrections made, for inspection, re-testing, and re-evaluation. The OSDH shall be given thirty (30) days to inspect, re-test, and re-evaluate the deliverable(s), and to issue a written notice of acceptance or rejection of the deliverables. If the deliverables submitted fail to pass acceptance within ninety (90) days, the OSDH may, at its sole discretion, continue with the Contractor or terminate the agreement.

Deliverables must be accepted in writing by the OSDH before title shall pass to the OSDH or payment shall be authorized. However, acceptance by the OSDH following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that the OSDH discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever corrective action as necessary so that the deliverable(s) conform to the

specifications, including but not limited to, modification or replacement of non-conforming products or services. Contractor warrants that, upon receipt of written notice by the OSDH of a latent defect in design, material, or workmanship, or a latent nonconformity of the software or services to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation.

B.6.4. Invoices

Invoices are to be submitted to OSDH Accounts Payable, and must include:

- Name of Contractor
- Contractor FEI #
- Contractor Contact Name & Phone #
- Purchase Order #
- Date of Invoice
- Description of goods/services provided.
- Total amount due
- Written documentation accepting the deliverable(s), signed by the OSDH Contract Monitor

Invoices will be paid by OSDH Accounts Payable within forty-five (45) days of receipt of a properly submitted invoice.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

The State of Oklahoma Office of Management and Enterprise Services / ISD Procurement Division on behalf of the State of Oklahoma Department of Health (OSDH) is currently accepting proposals for a comprehensive solution for an Interoperable Public Health Information System (IPHIS), to prepare for participating with health information exchange activities and to improve the quality of data available to support decisions about improving the health of Oklahomans. OSDH is seeking proposals from qualified vendors for planning, installation, testing, training, implementation, and maintenance of a system to enhance existing data systems by providing the ability to integrate data. OSDH requires integrated and interoperable data to prepare for sending and receiving data through health information exchanges and for analytic purposes.

C.2. Mandatory Pre-Bid Conference

a) Offerors who intend to respond to this solicitation are required to attend a **mandatory Pre-Bid Conference**, which will be conducted via conference call. The conference call will be held **on December 18, 2012** from **9 AM CST to 11 AM CST**. Offerors must attend the pre-bid conference by conference call-in.

b) For this conference call, the State will use Cisco MeetingPlace to facilitate any presentation to attendees.

c) For admission, Offerors must complete the attached **Intent to Participate Form** and return via e-mail to the Contracting Officer named herein.

d) Intent to Participate Form is due no later than **November 29, 2012** @ **3: PM CST.**

e) Conference dial-in information will be emailed to all authorized representatives prior to the conference.

f) To facilitate questions and answers concerning the solicitation, Offerors may submit questions prior to the conference. Pre Bid Conference questions must be submitted to https://wiki.ok.gov/display/itprocurement/3400001151 no later than **December 04, 2012** @ **3PM CST**

g) Questions should be labeled and identified as **Mandatory Pre-Bid Conference Questions.**

h) Failure by an offeror to pre-bid conference questions in writing will be regarded as informal exchanges and will not become a part of the record.

i) The answers to all written **pre-bid conference questions** will be posted on the OMES website as an Amendment prior to the conference

j) Questions asked during the pre-bid conference, which cannot be answered immediately will be responded to in the form of an amendment and posted on the OMES website following the conference. These questions should be labeled and identified as **Mandatory Pre-Bid Conference Questions.**

C.3. Purpose

C.3.1. it is the vision of the OSDH that the system, Interoperable Public Health Information System (IPHIS), will include an enterprise-level Master Patient Index (eMPI) system to meet the needs of OSDH through data cleaning, transformation, and matching services to establish a unique person, provider, and entity identifier among clinical and analytical data systems; a clinical data repository (CDR) containing data integrated into a person-centric clinical document across existing data systems; and a system capable of interoperability for connecting components with nationally standard interfaces, messaging included but not limited to HL7, and interacting with messaging interfaces as needed. Message interfaces will include but not be limited to NHIN DIRECT/CONNECT gateway and web services.

C.3.2. The objective of this proposal is to contract with a software services system integrator to provide software and services to ensure OSDH has the capability to enhance existing data systems by including unique entity identifiers, share information among data systems through the use of the unique identifiers, integrate and maintain clinical information from various sources, and exchange information to meet internal and external needs. The needs for exchanging information are identified by the Centers for Medicaid and Medicare Services (CMS) meaningful use requirements, partners and stakeholders such as Regional Health Information Organizations (RHIOs) including one Beacon Community-grant recipient; the goals of health information exchange among state agencies as defined by the Oklahoma Health Information Infrastructure Advisory Board (HIIAB) and the goals for statewide health information exchange promoted by the Oklahoma Health Information Exchange Trust (OHIET) Proposals will include all costs for software, hardware, meetings, training, technical support, pre-implementation planning, configuration, customization, ongoing additions, and modifications of the integration and interoperability system including the eMPI, CDR, and integration hub/engine. The proposal should include the system installation, standard operating procedure and web service interface documentation, development, and training as necessary to configure, test, pilot, implement, maintain, and support the proposed system(s) and components. A single contract will be awarded as a result of this solicitation. Subcontracting and/or partnering is allowed and encouraged, but a single Supplier must be identified as the Prime Contractor. The Prime Contractor will be responsible for all deliverables and performance obligations, and is the sole entity

to which payments will be made. **(See H.1. Appendix A Information References w/URLs)**

C.3.3. The project will be organized into five Phases with each Phase consisting of multiple stages, see **C.11.** The OSDH has defined these phases and stages based on OSDH priorities for integrating data and systems, and are not directly related to the three stages defined for Meaningful Use.

C.3.4. The OSDH will consider proposals where the components of the integration system are hosted within the vendor's network or within the OSDH's network. Proposals should clearly address any recommendations, variances, restrictions, or cost differences within their proposal for vendor and OSDH hosted scenarios for the specified component. Vendors who wish to submit cost proposals for both on-site and off-site hosting of the integration system should submit complete, separate proposals, with each proposal clearly labeled.

C.4. Background

The Oklahoma State Department of Health, through its system of local health services delivery, is ultimately responsible for protecting and improving the public's health status through strategies that focus on disease prevention. Four major service branches, Community and Family Health Services, Prevention and Preparedness Services, Protective Health Services and the Chief Operating Officer, provide technical support and guidance to 69 county health departments as well as guidance and consultation to the two independent city-county health departments in Oklahoma City and Tulsa. The mission of the OSDH is to protect and promote health of the citizens of Oklahoma to prevent disease and injury, and to assure the conditions by which our citizens can be healthy.

In addition to the mission of the OSDH, the latest regulations and guidance from the ONC related to meaningful use of electronic health records (EHRs) will have a direct impact on the OSDH.[1] As a governmental public health organization; OSDH has the responsibility to convene, collaborate, and contribute to societal responsibility through enhanced public health capacity. OSDH **will be** affected by rapid information flows promoted by market adoption of certified EHR products[5] and the development of Health Information Exchanges (HIEs). A direct impact is the option for eligible providers and hospitals to submit immunization and laboratory data electronically to public health agencies. This option, if selected, would require the eligible providers and hospitals to test the submission of immunization and/or laboratory data to meet the requirements of Meaningful Use – Stages 1 and 2.[1] To meet the expected requirements of Meaningful Use – Stage 3, the OSDH anticipates the need for bidirectional messaging to EHRs of eligible providers and hospitals and to HIEs. In addition to the meaningful use requirements, OSDH has received requests for exchanging information with potential partners including RHIOs, the proposed state agency health information organization (Open HIO)[3], the proposed network-of-networks as defined by the OHIET[4], and other entities and providers.

Within OSDH, data are collected and stored through a variety of sources and systems, respectively, to monitor the health of the citizens of Oklahoma. These data are categorized as clinical (related to direct care) or analytical (retrospective data) or both. The clinical data include but are not limited to immunization, public health laboratory, client service, public health investigation and disease reporting, newborn metabolic and hearing screening, and vital statistic data. The analytical data include but are not limited to hospital discharge, hospital-based outpatient surgery, free-standing ambulatory surgery, and injury. Each data system is stored separately, on various platforms, and may or may not have a unique person identifier included in the data system. Data are rarely integrated and the methods for integration vary depending on the need at the time.

OSDH currently has the capability to receive immunization data using an HL7 2.5.1 message but lacks an adequate statewide message transport infrastructure. Data within the existing OSDH systems are matched and integrated on an ad hoc basis. OSDH system data are currently matched to identify unique persons within and across systems using a variety of methods. For example, immunization data are matched with client service data using a manual linking process and various programming algorithms; cancer registry and death data are matched using a CDC-provided software, Link Plus; birth and death data are matched and linked using deterministic matching on numerous fields and manual searches; and birth and Medicaid enrollment data are matched using a Statistical Analysis Software (SAS)-based data matching program, Link King. Although these efforts have been successful within the limited scope of the projects, the current methods are not adequate for identifying unique individuals within and across multiple data systems on a regular or real-time basis. There is no system dedicated to integrating and storing unique indentifying and linked clinical or analytical information across the existing systems.

The OSDH needs to establish an agency-wide unique person identifier (UPI) to adequately monitor the health of the citizens of Oklahoma, to respond to the requirements of Meaningful Use, to collaborate with the statewide efforts related to health information exchange (HIE), and to provide linked analytical data to support decisions. The UPI will provide the OSDH a means of evaluating overall health of the public, communicating with EHRs and HIEs, as well as conducting analyses of data linked across various systems within OSDH.

C.5. Current Environment

OSDH is currently addressing obstacles to health information exchange both internally and externally. Known obstacles include the lack of legal information about what can be shared, program buy-in regarding what data should be shared, mapping meaningful use requirements to the OSDH integration/interoperability project, and the lack of message transport standards. OSDH is in the process of evaluating rules and state and federal laws including HIPAA and HITECH to determine what data can be shared legally. Following the legal evaluation, there will be the need to determine what data should be shared. For example, if a patient had a sexually transmitted disease 10 years ago, should that be included in the CDR for health information exchange. This type of information will need to be determined as OSDH moves into Phase 3 of the project. Meaningful Use (MU) requirements will

require mapping to the OSDH project to address timelines as well as existing OSDH data collected within registries and at county health departments. This mapping will be used to determine how public health can support external partners in meeting MU requirements and what data to exchange. Oklahoma, like many other states, does not have a specified message transport and is lacking in message transport standards. In addition, OSDH does not currently have a specified message transport other than the CDC supplied PHINMS. OSDH is participating in many endeavors to assist in the development of message transport standards but still considers message transport a major obstacle.

Recently, OSDH collaborated with the Oklahoma Health Care Authority (OHCA) to explore methods for leveraging Medicaid funding. As a result, the OHCA contractor, Cognosante, conducted interviews with staff from each OSDH program that is expected to participate in exchanging information. The results of those interviews were combined to produce an "as is" document for OSDH. The document contains pertinent information and data flow diagrams for each system and is included as Appendix B.

To determine the need for analytic information within OSDH, an informatics needs assessment was conducted in 2009 and finalized in January 2010. The needs assessment includes information about what data are currently matched and used for analytic purposes as well as what data are wanted and needed for analytical purposes. The final report is included as Appendix C.

The following provides a brief description of the current technical environment of systems that will be used primarily for clinical purposes (C.4.1 – C.4.17) and primarily for analytical purposes (C.4.18 – C.4.19) with some of the systems used for both.

C.5.1. **ADAP (AIDS Drug Assistance Program)** – OSDH internally developed statewide system as a module in the Public Health Investigation and Disease Reporting of Oklahoma (PHIDDO). The system supports the client application process for drug assistance and reporting. The current environment is a SQL 2005 Server and ASP.NET, Orion Rhapsody integration engine, and Eclypsis translator. The system is currently being modified to use MS Silverlight.

C.5.2. **BDR (Birth Defects Registry)** – The Oklahoma Birth Defects Registry (BDR) is a CDC Microsoft Access database used to track statewide birth defects. Data are entered in the BDR manually. There are no direct interfaces.

C.5.3. **CaST (Breast and Cervical Cancer)** - The Oklahoma Breast and Cervical Cancer Early Detection Program (OKBCCEDP) provides breast and cervical cancer screening tests for low income, uninsured or under-insured, women in Oklahoma. Data are collected for each woman enrolled in the program, both clinical and demographic information, and maintained in a Microsoft Access relational database called CaST which was designed specifically for the program by the CDC. These data are monitored for timeliness and quality and provide information for the program to identify areas in need of attention, such as shorter time between diagnosis and treatment or improved tracking of women from screening through treatment.

C.5.4. **CAREWare** – CAREWare is used to track all HIV treatment and care services funded by the Ryan White Program. CAREWare data are entered directly through a web interface into a Health Resources and Services Administration (HRSA)-contracted SQL Server system developed by jPROG.

C.5.5. **eHARS** (**Evaluation HIV/AIDS Reporting System)** - a secured, web-based database designed by CDC for document-based HIV/AIDS surveillance. Data collected encompass not only clinical and laboratory aspects, but behavioral as well. eHARS gathers HIV/AIDS data through case reports, lab reports, death certificates, and birth certificates. Because information about a person in the system is received through these documents, eHARS stores and retrieves data using fields mapped to these documents and linked by unique person and document identifiers. As documents are entered into eHARS, they are linked to the appropriate person through manual and electronic matching processes. In addition to data collection, eHARS provides tools to assist in the investigation of potential HIV and AIDS cases, the management of current data, the import and export of data, data transfers to CDC, and reporting and analysis of data. The eHARS data reside on a Dell PowerEdge 2950 server running Windows 2005 and SQL Server 2005.

C.5.6. **XPEMS (HIV Prevention System)** – The XPEMS is a module of PHIDDO. HIV counseling and testing data are entered directly into system via a web portal. The current environment is a SQL 2005 Server and ASP.NET, Orion Rhapsody integration engine, and Eclypsis translator. The system is currently being modified to use MS Silverlight. The web portal is bidirectional and offers limited report and view access to the CDC and other state HIV/AIDS systems.

C.5.7. **LITS (Laboratory Incident Tracking System)** - The Oklahoma Public Health Laboratory implements and provides essential public health laboratory services to state and county health departments, agency programs and private health providers. The data contained within the Laboratory Information Management System (LIMS) include patient information, submitter information and clinical information. Data are entered into the LIMS by internal laboratory staff, and electronically from physicians, hospitals, county health departments, and external labs. The current LIMS data reside in a SQL 2000 database (to be migrated to 2005) with a PowerBuilder-based interface and uses non-standard HL7 V2.5 reporting. OSDH is currently in a procurement process to replace the current system, LITS-plus, and hopes to have an award for a new LIMS by the end of the year.

C.5.8. **Newborn Hearing Screening** – The Newborn Hearing Screening system is a module within the Neometrics system. The Newborn Hearing Screening system is used for surveillance, initial follow-up, and tracking based on diagnostic results. The system is stored in an Oracle 9i database and has a Delphi-based interface. Analysis is underway for migration to SQL Server 2008.

C.5.9. MSDS (Neo-metrics Metabolic Screening Database System) – The MSDS contains the result data collected from blood tests taken during the first week of a baby's life and follow-up information for those children with diagnosed disease. MSDS data resides in an Oracle 9i database and has a Delphi-based interface.

C.5.10. OCCR (Oklahoma Central Cancer Registry) - collects and maintains data for every cancer case diagnosed or treated in the state of Oklahoma in a proprietary software called Rocky Mountain Cancer Data System (RMCDS). Any physician, facility or lab is legislatively mandated to submit data to the OCCR within six months of diagnosis or treatment. There are currently 12 years of complete incidence data compiled and maintained by the OCCR, diagnosis years 1997-2008, which includes more than 200,000 cases. These data are a source of information that can be used to establish baseline incidence rates as well as identify trends. This information is used to assist in planning and implementation of more effective cancer prevention and control activities throughout the state. Due to the high quality and completeness of the data, as certified by the North American Association of Central Cancer (NAACCR), Oklahoma's cancer incidence data is included in several national and international publications including the United States Cancer Statistics and Cancer Incidence in Five Continents.

C.5.11. OCLPPP (Oklahoma Childhood Lead Poisoning Prevention Program) - provides screening and testing for lead exposure for eligible children 6-72 months of age and follow-up for children with blood lead levels that are 10 ug/dl or greater. Data included in the Lead Screening Registry are submitted by laboratory and healthcare provider staff across the state. OCLPPP data reside in a SQL 2005 database with a Microsoft.NET web-based interface and uses the HL7 2.5 messaging system.

C.5.12. OSIIS (Oklahoma State Immunization Information System) – OSDH internally developed statewide Immunization registry. Current environment is Oracle 10g Database Enterprise Edition (10.2.0.4.0) operating on a Dell Server (Intel Xeon Single CPU 3.33GHz 15.2GB RAM), Windows Server 2003 Enterprise Edition server, Active Server Pages (ASP), JavaScript, and Microsoft Internet Information Server (IIS). Internally developed project underway to migrate to Microsoft .NET and Microsoft SQL Server 2005 Enterprise Edition 64-bit v9.00.4035.00 high availability failover cluster (2-Dell Servers, each configured with 4 Quad-Core AMD Opteron 8356 2.29GHz Processors and 127GB RAM, Windows Server 2003 Enterprise x64 Edition), projected system availability approximately 2012. Currently OSIIS contains 29.2M+ Immunization records for 3.1M+ patients and 360K+ children below 6 years of age that have been provided service at 2,600+ clinics (8,000+ staff) statewide in Oklahoma. Data exist for patients since original system implementation in 1995. OSDH has recently completed the procurement process for a new Patient Status Web Service (PSWS), awarded to Scientific Technologies Corporation (STC).

C.5.13. PHIDDO (Public Health Investigation and Disease Detection in Oklahoma) – OSDH custom- developed statewide real-time, secure, internet-based application for communicable disease investigation and reporting in Oklahoma; Disease data, Influenza, Meningococcal Disease, and other communicable diseases. Additional modules within PHIDDO include the AIDS Drug Assistance Program (ADAP), HIV Prevention System (XPEMS) Data in PHIDDO are submitted by physicians, physician assistants, nurse practitioners, infection control practitioners, laboratorians, and other personnel in a clinic or health care setting who would be submitting cases of reportable diseases and condition. Following the initial report, epidemiologists within Acute Disease Services and County Health Department staff update missing and incomplete data based on investigation results. The complete Tuberculosis medical record (an EMR) is contained/housed in PHIDDO. PHIDDO is a SQL 2005 database with a Microsoft.NET web-based interface and uses the HL7 2.5 messaging system.

C.5.14. PHOCIS (Public Health Oklahoma Client Information System) – OSDH internally developed statewide clinical system, which contains functionality for public health client demographics, appointments, health statistics, financial and insurance information, reporting, billing, receipting, and reporting. Additional PHOCIS modules are in place for Federal or State program areas such as Early Intervention, Children First, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Oklahoma Population Based Data and Guidance. OSDH developed this system using Microsoft .NET and data resides on an OSDH Microsoft SQL Server 2005 Enterprise Edition high availability failover cluster on Windows 2003 R2 Enterprise x64 Edition (same cluster as described in OSIIS above)

C.5.15. STD*MIS (Sexually Transmitted Disease Management Information System) - a xBase++ application provided free of charge by the CDC. STD*MIS supports FoxPro 3.x and Advantage Database Server database formats. The intent of this application is to address the most common issues facing an STD program in its efforts to manage the data that it receives from labs, providers, clinics, disease intervention specialists (DIS), etc. Additionally, a mechanism is provided so that non-named case morbidity data, in electronic format, can be transmitted to CDC via the National Electronic Telecommunications System for Surveillance (NETSS). The Division of STD Prevention provides source code for the system as well as basic support.

C.5.16. VR (Vital Records) - submitted on paper or electronically through the Registering Oklahoma Vital Event Records (ROVER) website into a J2EE system. The data are submitted by hospitals, physicians, funeral home directors, medical examiners, birthing clerks, midwives, etc. The data are submitted on a daily basis and the files are updated when the data are received. VR data would be accessed from a SQL 2005 database through a REST API web service.

C.5.17. WIC (Women, Infants, and Children) – The WIC system is contained within PHOCIS as a set of modules. The WIC system is used to obtain through direct data entry encounters, eligibility information, risk measures, health history; calculates BMI and WIC eligibility; and communicates with the WIC bank processor. OSDH developed this system using Microsoft .NET and data resides on an OSDH Microsoft SQL Server 2005 Enterprise Edition high availability failover cluster on Windows 2003 R2 Enterprise x64 Edition (same cluster as described in OSIIS above)

C.5.18. Hospital Discharge – The hospital discharge system includes three data sets: inpatient discharge, hospital-based outpatient surgery, and free-standing Ambulatory Surgery Center (ASC) surgery. Inpatient Discharge and hospital-based Outpatient Surgery data are submitted annually from all hospitals in Oklahoma excluding federal and tribal hospitals. The Inpatient Discharge and hospital-based Outpatient Surgery data include fields from the Uniform Billing (UB-04) claim form and additional fields, are submitted in XML, and stored on a SQL server. ASC data are submitted annually from all ASCs. The data fields are from the CMS-1500 claim form, are submitted via XML or flat-file, and stored on a SQL server.

C.5.19. Injury Surveillance – The injury surveillance system is a statewide system maintained for the purpose of injury prevention in Oklahoma. The data are a combination of data collected from various sources such as the Department of Transportation, Medical Examiner's office, death certificates, hospital discharges, traumatic brain injury registry, and Oklahoma State Bureau of Investigation. The data are stored on multiple Microsoft Access databases.

C.6. Mandatory Functional and Technical Requirements:

Mandatory requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed system for the proposed system to be determined responsive.

C.6.1. Electronic Enterprise Master Patient Index (eMPI)

a) Provide the OSDH with an active enterprise Master Patient Index (eMPI) system.

b) The eMPI will have the capacity to receive both batch and real-time data.

c) OSDH will have the capability to de-duplicate and match identifying data across varied and numerous systems and assign enterprise-level unique person, provider, and entity identifiers through the use of the eMPI.

d) The eMPI will include algorithms based on peer-reviewed statistical theory for both deterministic and probabilistic data matching across a variety of identifying fields.

e) The eMPI will include algorithms that can be directly modified by OSDH staff.

f) The eMPI will include algorithms that are capable of using fewer or more matching fields based on the source of the data and the purpose of the matching.

g) The eMPI will include algorithms that use a variety of methods for matching including but not limited to phonetics, transpositions, and frequency-based.

h) The eMPI will include supplemental data containing aliases and nicknames that can be modified by OSDH.

i) The eMPI will include a data cleaning tool that will ensure all data meet predetermined standards for acceptable field-specific characters. For example, unacceptable symbols will be removed from name fields and alphabetic characters will be removed from the social security number field.

j) The eMPI will include a data quality tool that will ensure incoming data meet standards for predetermined values. For example, the date of birth must be within the acceptable range for birth dates.

k) It is required that the eMPI have record versioning with audit logs.

l) The eMPI will have the capability to unmerge and restore records while maintaining records of those activities.

m) It is required that the eMPI system meet all state and federal security standards.[5,6] (**See Section H.1 Appendix A- Information References w/URLs)**

n) The eMPI system will include a manual review interface. The interface will include all fields used in the matching algorithm and a method for assigning a match/non-match status.

o) The eMPI system will have the capability to receive HL7 messages and the technology will be maintained to support the most current versions at all times: IHE PIX/PDQ transactions, and web services.

p) The eMPI system will have reporting capability.

C.6.2. Integration HUB/Engine

a) Provide the OSDH with a system to integrate data from the eMPI and existing data systems hereafter referred to as the HUB.

b) The HUB will include a management interface.

c) The HUB will provide message translation/transformation services.

d) The HUB will have secure and reliable message delivery.

e) The HUB will have the capability to process single, real-time submissions and batch-load submissions.

f) It is required that the HUB meet all state and federal security standards.[5,6] (See Section H.1 Appendix A- Information References w/URLs

g) The HUB will include an audit report to include changes to the system.

h) The HUB will include an audit report to include activity within the system.

i) Support for the Integrating the Healthcare Enterprise (IHE) profile including PIX/PDQ, PCC, XDR, and DSUB will be included in the HUB.

j) The HUB will include a NwHIN CONNECT interface.

k) The HUB will include an electronic interface system (EIS) to the eMPI.

l) The HUB will include an interface to the Clinical Document Repository (CDR).

m) The HUB will include a web services interface.

n) The HUB will include a SQL Server interface to OSDH systems.

o) The HUB will use message standards including, but not limited to: HL7 v2.5.1; HL7 CDA including the CCD; X12; DICOM; and PDF.

C.6.3. Clinical Document Repository (CDR)

a) Provide the OSDH with a Clinical Document Repository (CDR) that will contain raw data and clinically interpreted data in the form of a CDA including the Continuity of Care Document (CCD) containing a patient summary clinical document with attachments obtained from multiple sources.

b) It is required that the CDR meet all state and federal security standards.[5,6] (See Section H.1 Appendix A- Information References w/URLs)

c) The CDR will be structured as a HL7 CDA including full CCD support.

d) The CDR will contain detailed metadata attributes.

e) The CDR will support IHE profiles including Cross-Enterprise Document Sharing-b (XDS.b); XDR; DSUB; and PIX/PDQ.

f) The CDR will have the capability to integrate with the eMPI.

g) Terminology maintained within the CDR will include but not be limited to LOINC and SNOMED.

h) The CDR will include permission/rights rules engine based on roles and specific users.

C.6.4. External System Interoperability

a) The external interoperability solution will have the capability to interact with and extract data from other vendor systems (vendor neutral).

b) The external interoperability solution will maintain messaging standards that are compliant with standards at the time of the award and with the capability to meet emerging standards.[7] **(See Section H.1 Appendix A- Information References w/URLs)**

c) The external interoperability solution will have message transformation capability in terms of structure and vocabulary standards for external outgoing messaging. (See Section H.1 Appendix A- Information References w/URLs)

d) It is required that the external interoperability solution meet all state and federal security standards.[5,6 7] **(See Section H.1 Appendix A- Information References w/URLs)**

e) The external interoperability solution will contain message validation tools.

f) The external interoperability solution will contain data validation tools.

g) The interoperability solution will use message standards including but not limited to HL7 v2.5.1; HL7 CDA including the CCD; X12; DICOM; and PDF.

C.7. Non-Mandatory Functional and Technical Requirements

Non-mandatory requirements are capabilities, functions, and/or standards that are desired or preferred in a proposed system. Non-mandatory requirements are considered value added, additional points will be added to the initial evaluation scores.

C.7.1. Electronic Enterprise Master Patient Index (eMPI)

a) The eMPI provides the capability to identify records for manual review based on pre-defined criteria as defined by the OSDH.

b) The capability to modify the pre-defined criteria for forced manual review (e.g. plural births).

c) The eMPI system includes a geo-coding component.

d) The eMPI system includes supplemental roads data for geo-coding is preferred.

e) The eMPI system contains versioning related to algorithm changes.

f) The eMPI system includes daily data management and quality reports. (Note that data quality reports are required under the eMPI mandatory requirements)

g) The eMPI system has a relationship builder component. Relationships such as family, provider, and entity would be useful.

The eMPI has a system-generated task manager containing manual review information is preferred.

h) The eMPI has an alert system for data stewards to conduct manual review should be included in the eMPI system.

i) The EMPI has the capability to utilize supplemental data provided by the OSDH.

C.7.2. Integration HUB/Engine

a) A HUB that includes a DIRECT interface.

b) A solution with a HUB that includes an ebXML (PHINMS) interface.

c) A solution with a HUB that includes a PHINVADS interface.

C.7.3. Clinical Document Repository (CDR)

a) A CDR system that will support advanced analytics with report writing capabilities with a user interface.

b) A CDR that utilizes SQL Server 2005 or 2008, products currently used in the OSDH environment. Any variances will require a detailed cost benefit analysis.

c) A CDR with HL7 RIM-based Architecture

C.7.4. External System Interoperability

a) An external system interoperability solution that contains Patient Consent Management Capabilities (opt in\opt out).

b) A solution that contain an electronic patient consent module.

C.8. Environment

The OSDH will consider proposals for systems that will be hosted internally by OSDH or externally by the Contractor, who will maintain the staffing and expertise for this functionality.

C.9. Third-Party Hardware/Software

The OSDH will be responsible for the purchase of any necessary third party hardware/software components if the Integrated Public Health Information System will be hosted by the OSDH. Contractors are not required to provide cost and/or offer third party hardware and/or software as part of the cost proposal, although this is an option; nor, is the OSDH obligated to purchase third-party hardware and/or software from the Contractor if offered The OSDH will be responsible for purchase of third party hardware/software components not identified in the response to this section of the RFP only if the need for the additional hardware/software component could not have been reasonably foreseen by the Contractor at the time the proposal was submitted, as when the need for the additional hardware/software component arises from requirements defined or modified after contract award via the change management process. Contractors will be responsible for supplying third party hardware/software at no additional cost when the need for the component should have been foreseen and included in the response to this section based on information available in this RFP document or any amendments that may be issued. The OSDH also reserves the right to negotiate with the contractor for purchase, integration, and usage of other third-party products not defined by the contractor. The Contractor shall be responsible for the purchase of all third party hardware/software components necessary for operation or maintenance of the proposed system within the Contractor's environment, if the Contractor is proposing to host the system.

C.10. Project Management

C.10.1. Kickoff Meeting – The project schedule/work plan will include a kickoff meeting to be held at the OSDH within 14 days of award. The minimum participants from the Contractor's team at this kickoff meeting will be the OSDH Contract Monitor, the Contractor's Manager/Account Executive providing corporate oversight of the project, and at least one Lead Developer. In the event that a component of the system is provided through a subcontractor, the subcontractor's Project Manager and technical representative will be at the kickoff meeting. The OSDH will provide meeting space and similar representation. The Contractor shall provide a written report to the OSDH Contract Monitor within 5 working days documenting all discussions and decisions conducted at the kickoff meeting.

C.10.2. Joint Application Design (JAD) sessions – The project schedule/work plan will include JAD sessions during the planning and design periods for each of the first four Phases of the project. Participants from the Contractor and, if applicable, the Subcontractor will include the Project Manager and at least one Lead Developer directly involved with the component under discussion, The number of JAD sessions will be determined jointly by the OSDH Contract Monitor, OSDH Project Manager and the Contractor's Project Manager.

C.10.3. Progress Reports – The Contractor shall provide periodic progress reports to the OSDH, at a frequency to be mutually agreed-upon, but not less often than monthly. Progress reports shall be provided via face-to-face meetings, conference call, or other mutually agreed methods. The Contractor shall be responsible for documenting all meetings and conference calls. Written summaries of meetings to include those participating, key points of discussion, any resulting decisions, or action items, and a written version of the progress report shall be provided to the OSDH Contract Monitor within two (2) business days of each meeting.

C.10.4. Project Schedule – The project schedule will be developed by the Contractor with input and final approval by the OSDH. The agreed-upon project schedule may not be modified without the mutual written consent of the OSDH Contract Monitor and the Contractor's Project Manager.

C.10.5. Additional Project Management Support – If the project encounters difficulty, the OSDH may require additional meetings or progress/status reports. The Contractor shall maintain and support such additional project management support in the format and at the frequency deemed necessary by the OSDH, at no additional cost. At the discretion of the OSDH, such support may take the form of written reports, conference calls, and/or face-to-face meetings, as required.

C.11. Project Deliverables

C.11.1. The Contractor shall be paid in accordance with the agreed-upon milestone payment schedule including, at minimum, the following deliverables/milestones. The agreed-upon milestone payment schedule may not be modified except by written amendment to the contract (see General Provision A.15).

C.11.2. The deliverables are organized into five Phases. Each Phase is divided in Stages (not related to the three stages of Meaningful Use). Each Stage is further divided into Deliverables. OSDH expects the Phases and subsequent Stages to be initiated in chronological order but may be implemented concurrently if the OSDH staff is available to support accelerated implementation. It will be at the discretion of the Contractor to undertake concurrent Phases. For example, the Contractor may choose to begin requirements gathering for the integration hub/engine (Phase 2) immediately following the requirements gathering of the eMPI (Phase 1). However, the Contractor must take into account OSDH staff time required to support tasks/stages/phases already in progress when considering concurrent implementation. Timeframes defined by the OSDH for review and acceptance of deliverables are based on a chronological implementation, and additional time may be needed for review and acceptance of deliverables during a concurrent implementation.

C.11.3. Contractor staff will be provided with appropriate office space and access to general office equipment such as copy machines as needed if working on site at OSDH. If working within the OSDH offices, Contractor staff will be responsible for complying with standard OSDH policies for conduct in the OSDH workplace, use of OSDH equipment, and applicable security and confidentiality policies. During all phases of the project, if OSDH system access is requested and approved, the contractor's staff is required to follow OSDH Information Technology Services policies and procedures. Contractor staff that is provided access to protected health information, if the need for such access is identified, will be required to sign a non-disclosure (business associate) agreement.

C.11.4. During all phases of the project, OSDH will provide conference rooms, access to staff (data users and ITS), technical assistance and data and system documentation as necessary.

C.11.5. If software installations or configurations are to occur within the OSDH environment, the OSDH will provide technical workstation/server administration staff to install and configure the software based on the contractor's documented recommendations and in collaboration/participation with the contractor. During the testing periods of the project, OSDH will provide the testing environment and staff support as necessary.

C.11.6. OSDH expects that all stages of Phases 1 – 3 will be completed no later than at least six (6) months prior to the Stage 2 Meaningful Use timeline and all stages of Phase 4 to be completed no later than at least six (6) months prior to the Stage 3 Meaningful Use timeline in effect on the date of the award.

C.12. Project Phases:

The project is divided into five (5) Phases. Phases 1-4 are for the implementation of the eMPI, Integration Hub/Engine, CDR, and External Interoperability. Phase 5 is the support & maintenance phase following implementation of all system components.

C.12.1. **Phase 1 – Implement eMPI.** Data from the systems identified for the applicable stage will be loaded into the eMPI, de-duplicated, matched, and each unique person assigned a unique identifier.

C.12.2. **Phase 2 – Evaluate/Implement Integration Hub/Engine.** OSDH will require secure integration of data from the eMPI (implemented in Phase 1), various other datasets, and potentially from other integration platforms. Initially, Phase 2 will consist of evaluating the need for an additional integration hub/engine vs. using the existing integration platforms, Rhapsody and E-Link. OSDH currently has 20 Rhapsody communication points and an enterprise license with E-Link. Based on the results of the evaluation, the Contractor will begin moving specified data from the eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, and Vital Records into either one of the existing platforms or into a new integration hub/engine using a DIRECT interface. Following the successful implementation of the integration described above, additional data will be loaded into the integration hub/engine in the same order as the data loaded into the eMPI during stages 2 and 3 as described in Phase 1. Hereafter, the selected integration solution shall be referred to as the integration hub/engine.

C.12.3. **Phase 3 – Implement CDR** This phase will include securely integrating the data from the eMPI, integration hub/engine, and existing data repositories (VXU and ORU) into the Clinical Document Repository (CDR). Following the successful implementation of this, additional OSDH data will be integrated into the CDR via the integration hub/engine.

C.12.4. **Phase 4 – External Interloper ability** Initially bi-directional information exchange will include legal agreements such as the DURSA and Business Associate Agreements and using the Nationwide Health Information Network (NwHIN) CONNECT Interface to exchange information with the CDR. If other systems are identified for bi-directional information exchange, those will be addressed following the activities listed in Phase 4, Stage 1.

Phase 4 is unique in that OSDH is only planning to implement Stage 1 and Stage 2 at this time, pending additional definition of Meaningful Use and interoperability requirements as applicable to the OSDH at the federal level. Following completion of all tasks required for Phase 4, Stage 2, the final deliverable for this Phase will be:

Phase 4 Final stage(s) plan: Before or after the receipt of the deliverables described above, the Contractor shall develop a plan for the final stage of Phase 4. The Contractor shall include requirements, implementation, and testing recommendations in the plan.

C.12.5. **Phase 5 – Operations**

C.12.6. Final Acceptance: Following the successful implementation of Phases 1 through 4, the entire system will be operational with data flowing through the eMPI, integration HUB/Engine, CDR, and to and from external partners using the interoperability solution. The deliverable will be confirmed acceptance of the fully operational data integration system including the eMPI, integration hub/engine, CDR, and interoperability solution with all required OSDH data included.

C.12.7. Annual Support and Maintenance: Maintenance of the complete system shall begin on the first day following final system acceptance. Support & maintenance on each system component (Phase) shall begin upon completion and acceptance of Stage 3 of Phases 1 - 3 and Stage 2 of Phase 4. The Contractor shall provide

telephone support 24/7/365 with a minimum response time of four hours (4) for routine issues and one (1) hour for emergency system down issues if suspected to be caused by the contractor's software or environment. The Contractor shall designate a single point-of-contact to serve as the OSDH customer service agent for service requests with direct phone access. The Contractor shall also provide online and on-site support, as well as access to user community support via forums if available or other means. Annual support shall also include updates and patches, in accordance with the Contractor's standard maintenance policies. Updates and patch instructions will need to be provided a minimum of two weeks in advance to allow for deployment in testing environments, testing by end users, and deployment to production. Emergency updates and patches will be allowed based on OSDH ITS evaluation.

C.12.8. **Optional: Hosting Services:** In addition, if a hosted solution is selected, the OSDH will be provided with a copy of all OSDH data in the Contractor's possession upon termination, expiration, or cancellation of the contract, in a format to be specified by the OSDH and a certification will be issued to OSDH that all data has been permanently destroyed on all of the contractor's workstations, laptops, servers or any other device. The hosted system shall have a redundant backup system within four (4) hours of a critical failure in the primary system, hardware support/issue handling, and provide at least 48-hour notice prior to any system maintenance affecting end users. If a hosted solution is selected, the Contractor will be responsible for all deliverables, providing separate test and production environments, and IT support tasks described below relating to the hosted system rather than an OSDH system. The Contractor will be required to demonstrate that a hosted solution meets or exceeds performance capabilities of a non-hosted solution and that the solution meets all state and federal security requirements (define requirements).

C.13. Phase Stages

Phases 1-4 are each divided into three (3) stages, based on OSDH priorities for integrating data systems.

C.13.1. **Stage 1** – PHOCIS/OSIIS, PHIDDO, MSDS and Vital Records- During or after implementation of the first stage, the Contractor shall provide a plan for implementation of stages 2 and 3.

C.13.2. **Stage 2 –** Concurrently, or following receipt of Stage 1 deliverables, the Contractor shall begin on Stage 2 of the Phase, to include OCCR, CaST, Inpatient Hospital Discharge, and the newly implemented LIMS, in addition to the interoperability system components implemented in the preceding Phase(s).

C.13.3. **Stage 3 –** Concurrently or following the receipt of Stage 1 & 2 deliverables, the Contractor shall begin on the third and final stage of the Phase. Stage 3 will involve incorporating data from the remaining clinical and analytical systems as defined in the RFP into the applicable interoperability system component(s). (Reference Section C.4)

C.14. Stage Tasks

Each Stage of each Phase includes eight (8) tasks, which are substantially identical within each Phase and Stage:

C.15. Task 1 Requirements

All Phases and Stages: The Contractor shall provide staff onsite at the OSDH to conduct meetings, gather, and document detailed requirements for the applicable stage and Phase. Additional requirements for this task applicable to each Phase are detailed below. Unless otherwise stated, the specific requirements shall apply to all Stages within the referenced Phase.

C.15.1. **Phase 1:** As part of the requirements gathering, the Contractor will meet with users and technical staff to develop use cases for clinical and analytical purposes for both real time and batch loads, and revise the timeline if necessary.

C.15.2. **Phase 2:** The Contractor will provide input regarding current HL7 Clinical Document Repository (CDR) Continuity of Care Document (CCD) standards to determine the data translation requirements. As part of the requirements gathering the Contractor will meet with OSDH data users, program, and technical staff; and potential external HIE partners to develop use cases for data integration. If necessary, a revised Phase 2 timeline will be included.

C.15.3. **Phase 3:** The Contractor will provide input regarding current HL7 Clinical Document Repository (CDR) Continuity of Care Document (CCD) standards. As part of the requirements gathering the Contractor will meet with OSDH data users, program, and technical staff to develop use cases for the CDR. The Contractor will work with OSDH ITS staff to determine the best methods for migrating data from the existing VXU Immunization and ORU Laboratory data repositories. If needed, a revised Phase 3 timeline will be included.

C.15.4. **Phase 4:** The Contractor shall provide staff onsite at the OSDH to conduct meetings, gather, and document detailed requirements for the first stage of Phase 4. The Contractor will provide input regarding current messaging standards and Meaningful Use requirements. As part of the requirements gathering the Contractor will meet with OSDH data users, program, and technical staff; and potential external HIE partners to develop use cases for interoperability. If necessary, a revised Phase 4 timeline will be included.

C.16. Task 2 Design

All Phases and Stages: The Contractor shall meet with OSDH staff to develop a design plan to include prototypes; workflow descriptions and diagrams; hardware and security requirements; a detailed technical architecture; staffing requirements; a description of methods for testing through all phases of development; standard resulting reports, including samples of any and all reports that are to be available; and implementation of the applicable interoperability system component. Additional requirements for this task applicable to each Phase are detailed below. Unless otherwise specified, the stated requirements shall apply to all Stages within the referenced Phase.

C.16.1. Phase 2: Design plan shall include translation services.

C.16.2. Phase 3: Design plan shall include proposed data dictionaries.

C.16.3. Phase 4: The testing plan included with the design for this Phase should include, at a minimum, one EP, one EH, and one HIE, which will be selected by the OSDH.

C.17. Task 3 Develop:

C.17.1. All Phases and Stages: Contractor staff will be responsible for configuration and customization of the applicable system component as necessary to meet defined requirements.

C.18. Task 4 Test:

All Phases and Stages Testing will be conducted in two environments; the Contractor test environment and the OSDH test environment. The Contractor shall test the system within their own test environment for conformance to the defined technical and functional requirements.

OSDH shall test each Phase of the system within the OSDH test environment for a maximum of ninety (90) days. If hosted, the Contractor shall provide a separate test environment through implementation and acceptance. Testing will continue until the system has been confirmed in writing to successfully perform all functions as defined in the requirements document by the OSDH Contract Monitor. Testing requirements specific to each Phase are specified below. Unless otherwise specified, the stated requirements shall apply to all Stages within the referenced Phase.

C.18.1. Phase 1: Testing will be conducted using clinical and analytical data. The Contractor will provide the scenarios for testing for both real-time and batch loads and will test for both clinical and analytical purposes based on specifications from the design. The OSDH will randomly sample test in both real-time and batch against the existing eMPI system defined in stage 1 of Phase 1 to verify if the system is producing valid and reliable results.

C.18.2. Phase 2: Testing will be conducted using data from the eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, and Vital Records. The Contractor will provide the scenarios for testing with data from the eMPI, integration hub/engine, and VXU and ORU repositories. The OSDH will randomly sample test to verify if the system is producing valid and reliable results.

C.18.3. Phase 3: Testing will be conducted using data from the eMPI, integration hub/engine, and VXU and ORU repositories. The OSDH will randomly sample test to verify if the system is producing valid and reliable results.

C.18.4. Phase 4: The Contractor shall test the bi-directional messaging solution within their own test environment for conformance to the defined technical and functional requirements. The Contractor will provide the scenarios for testing bi-directional messages with, at a minimum and at the discretion of OSDH, one EP, EH and HIE. OSDH shall test the interoperability solution within the OSDH test environment. Testing will continue until the system has been confirmed in writing to successfully perform all functions as defined in the requirements document by the OSDH Contract Monitor. Testing will be conducted with at least one EP, EH, and HIE as specified by OSDH. The OSDH will randomly sample test to verify if the solution is performing consistently.

C.19. Task 5 Implement:

All Phases and Stages: After the OSDH Contract Monitor provides written confirmation and acceptance of all testing of the system functions within the testing environments specified in **C.17**, the system will be moved to the production environment by OSDH ITS staff or by Contractor staff if Contractor hosted. The Contractor shall provide detailed documentation and installation instructions, as well as technical assistance (preference will be given to contractors proposing multiple day on-site assistance) as necessary for successful installation in the production environment.

OSDH will actively monitor the system for a period of up to sixty (60) days prior to moving to maintenance and support. Acceptance of the system will take place when the OSDH Contract Monitor provides written confirmation that the system, in the production environment, conforms to the requirements. Acceptance and production use of the system will be defined as beginning on the first day following the OSDH Contract Monitor's written acceptance of the system in production, not on the date of installation in the production environment or on the date the OSDH begins using the system for testing purposes using live data or bi-directional messages, as applicable.

C.20. Task 6 Document:

All Phases and Stages: The Contractor will provide any and all necessary user and administrator manuals, complete installation documentation, hardware and software requirements and dependencies documentation, database schema, comprehensive data dictionary, change logs developed and maintained during system development, and testing and implementation logs, in electronic format. All documentation must be provided prior to final acceptance.

C.20.1. The Contractor will be responsible for maintaining all documentation related to the system. The OSDH shall be provided with a copy of all documentation for each Phase of the project **prior to implementation of each Phase and Stage and updated documentation** prior to final acceptance **of the system as a whole**. The Contractor shall provide the OSDH with a copy of all updates to the documentation **during Phase 5 (Operation)**.

C.21. Task 7 Training

All Phases and Stages: Training will be provided onsite at the OSDH, within a test environment. The Contractor shall provide the recommended duration for each training and any necessary technical requirements. The OSDH will provide a training facility or conference room as necessary. Audio-visual equipment may be provided by the Contractor or by the OSDH.

Requirements for this Task specific to each Phase and Stage are detailed below. Unless otherwise specified, the stated requirements shall apply to all Stages within the referenced Phase.

C.21.1. **Phase 1:** The Contractor will provide training for OSDH software developers, Database Administrators, and Data Stewards to include a minimum of 20 individuals. The training can be divided into developer and Data Steward specific training. Training for the Data Stewards will be presented in a Train the Trainer format. Follow-up training may be provided in a webinar format.

C.21.2. **Phase 2:** Training will be included for OSDH software developers and Database Administrators to include a minimum of 10 individuals.

C.21.3. **Phase 3:** Training will be included for OSDH software developers and Database Administrators to include a minimum of 10 individuals.

C.21.4. **Phase 4:** Training will be included for OSDH software developers and Database Administrators to include a minimum of 10 individuals.

C.22. Task 8 Annual Support and Maintenance

Maintenance of each stage and phase shall begin on the first day following system acceptance. The Contractor shall provide telephone support 24/7/365 with a minimum response time of four (4) hours for routine issues and one (1) hour for emergency system down issues if suspected to be caused by the contractor's software or environment. The Contractor shall designate a single point-of-contact to serve as the OSDH customer service agent for service requests with a direct phone contact. The Contractor shall also provide online and on-site support, as well as access to user community support via forums if available or other means. Annual support shall also include updates and patches, in accordance with the Contractor's standard maintenance policies. Updates and patch instructions will need to be provided a minimum of two weeks in advance to allow for deployment in testing environments, testing by end users, and deployment to production. Emergency updates and patches will be allowed based on OSDH evaluation. During annual support and maintenance, OSDH will provide the Contractor with an external access method for testing and debugging purposes on an as-needed basis when such external access is necessary and justified. Annual support will be billed quarterly in arrears, based on the monthly support cost of system components in production during the applicable quarterly period. The Contractor may convert annual support and maintenance billing to a combined quarterly billing following final system acceptance of all components.

C.23. Project Deliverables:

The table below describes each deliverable, organized by Phase and Stage. See above for definitions and requirements applicable to each Phase, Stage, and Task.

Phase	Stage	Task	Deliverable	Performance Measure
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	1 (Requirements)	1.1.1 Final Requirements Document for the eMPI including the PHOCIS/OSIIS, PHIDDO, MSDS, and Vital Records Data	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	2 (Design)	1.1.2 Final Design Plan	Final design plan containing 100% of the mandatory requirements for the eMPI.
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	3 (Develop)	1.1.3 Completion of all configurations or customizations & installation of eMPI software for testing in the test environment	Vendor provided checklist with documentation that 100% of the checklist is complete.
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	4 (Test)	1.1.4.1 Documentation of successful testing of the eMPI for real-time and batch loading of data within the Contractor's test environment.	100% successful Testing (see C.17) with exceptions noted
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	4 (Test)	1.1.4.2 Documentation of successful testing of the eMPI for real-time and batch loading of data in the OSDH test environment.	100% successful testing (see C..17) with exceptions noted
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	5 (Implement)	1.1.5 Confirmation of successful implementation in the production environment.	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	6 (Document)	1.1.6 Delivery of required documentation	100% of required documentation (see C..19)
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	7 (Train)	1.1.7 Completion of training	100% of required training (see C.11.17) with evaluations conducted at each training with 90% satisfaction
1 (eMPI)	1 (PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	8 (Plan)	1.1.8 Phase 1, Stages 2 & 3 Implementation Plan Document	Mutually agreed upon project plan containing 100% of the following: scope of work (SOW); stakeholders; risk assessment; timeline; and Gantt chart.
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient Discharge, LIMS)	1 (Requirements)	1.2.1 Final Requirements Document for the eMPI including the OCCR, CaST, Hospital Inpatient Discharge, and LIMS data	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient	2 (Design)	1.2.2 Final Design Plan (included in 1.1.1)	See 1.1.2

Phase	Stage	Task	Deliverable	Performance Measure
	Discharge, LIMS)			
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient Discharge, LIMS)	3 (Develop)	1.2.3 Completion of any additional configurations or customizations for the eMPI based on the new data, and installation of the software in the test environment for testing.	Vendor provided checklist with documentation that 100% of the checklist is complete.
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient Discharge, LIMS)	4 (Test)	1.2.4.1 Documentation of successful testing of the eMPI for real-time and batch loading of data included in stage 2 within the Contractor's test environment.	100% successful testing (see C.17) with exceptions noted
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient Discharge, LIMS)	4 (Test)	1.2.4.2 Documentation of successful testing of the eMPI for real-time and batch loading of data included in stage 2 in the OSDH test environment	100% successful testing (see C.17) with exceptions noted
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient Discharge, LIMS)	5 (Implement)	1.2.5 Confirmed completion of successful addition/implementation of stage 2 data in the eMPI system within the OSDH production environment	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient Discharge, LIMS)	6 (Document)	1.2.6 Delivery of required documentation (Included in 1.1.6)	See 1.1.6
1 (eMPI)	2 (OCCR, CaST, Hospital Inpatient Discharge, LIMS)	7 (Train)	1.2.7 Successful completion of training within a test environment related to stage 2 data in the eMPI system	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction
1 (eMPI)	3 (All remaining systems)	1 (Requirements)	1.3.1 Final requirements document for the eMPI including all remaining data systems	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
1 (eMPI)	3 (All remaining systems)	2 (Design)	1.3.2 Final Design Plan (included in 1.1.1)	See 1.1.2
1 (eMPI)	3 (All remaining systems)	3 (Develop)	1.3.3 Completion of any additional configurations or customizations required for the eMPI based on the new data	Vendor provided checklist with documentation that 100% of the checklist is complete.
1 (eMPI)	3 (All remaining systems)	4 (Test)	1.3.4.1 Documentation of successful testing of the eMPI for real-time and batch loading of data included in stage 3 within the Contractor's test environment.	100% successful testing (see C.17) with exceptions noted
1 (eMPI)	3 (All remaining systems)	4 (Test)	1.3.4.2 Documentation of successful testing of the eMPI for real-time and batch loading of data included in stage 3 in the OSDH test environment	100% successful testing (see C.17) with exceptions noted

Phase	Stage	Task	Deliverable	Performance Measure
1 (eMPI)	3 (All remaining systems)	5 (Implement)	1.3.5 Confirmed completion of successful implementation of stage 3 data in the eMPI system in the OSDH production environment	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
1 (eMPI)	3 (All remaining systems	6 (Document)	1.3.6 Delivery of required documentation (Included in 1.1.6)	See 1.1.6
1 (eMPI)	3 (All remaining systems	7 (Train)	1.3.7 Successful completion of training within a test environment related to stage 3 data in the eMPI system	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction
1 (eMPI)	3 (All remaining systems)	8 (Support & Maintenance)	1.3.8 Annual maintenance & support, calculated daily, billed quarterly	100% of necessary, mutually-agreed upon, requirements during each billing period
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	0 (Evaluate)	2.1.0 Completed evaluation of the existing integration solutions and the final recommendations of the Contractor	Final written recommendations with a cost-benefit analysis including at a minimum a net-present value
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	1 (Requirements)	2.1.1 Final requirements document for the integration of data from the eMPI, PHOCIS/OSIIS, MSDS, and Vital Records into the integration HUB/Engine	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	2 (Design)	2.1.2 Final design plan for the integration HUB/engine	Final design plan containing 100% of the mandatory requirements for the Integration Hub/Engine.
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	3 (Develop)	2.1.3 Installation of the integration software for testing with the testing environment	Vendor provided checklist with documentation that 100% of the checklist is complete.
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	4 (Test)	2.1.4.1 Documentation of successful testing of the integration hub/engine with data from the eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, and Vital Records within the Contractor's test environment	100% successful testing (see C.17) with exceptions noted
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	4 (Test)	2.1.4.2 Documentation of successful testing of the integration hub/engine system using data from stage 1 in the OSDH test environment.	100% successful testing (see C.17) with exceptions noted
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	5 (Implement)	2.1.5 Confirmed completion of successful implementation of the integration hub/engine with stage 1 data in the OSDH production environment	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS,	6 (Document)	2.1.6 Acceptance of the delivered documentation related to the integration hub/engine	100% of required documentation (see C.19)

Phase	Stage	Task	Deliverable	Performance Measure
	Vital Records)			
2 (Integration HUB/Engine)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	7 (Train)	2.1.7 Completed training of the specified staff within a test environment related to the integration hub/engine	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	1 (Requirements)	2.2.1 Final requirements document for the integration hub/engine including the OCCR, CaST, LIMS, and Inpatient Hospital Discharge data	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	2 (Design)	2.2.2 Final design plan for the integration HUB/engine (included in 2.1.1)	See 2.1.2
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	3 (Develop)	2.2.3 Completion of any additional configurations or customizations required for the integration hub/engine based on the new data	Vendor provided checklist with documentation that 100% of the checklist is complete.
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	4 (Test)	2.2.4.1 Documentation of successful testing of the integration hub/engine related to data included in stage 2 within the Contractor's test environment	100% successful testing (see C.17) with exceptions noted
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	4 (Test)	2.2.4.2 Documentation of successful testing of the integration hub/engine related to data included in stage 2 in the OSDH test environment	100% successful testing (see C.17) with exceptions noted
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	5 (Implement)	2.2.5 Completion of successful addition/implementation of stage 2 data in the integration hub/engine solution within the OSDH production environment	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	6 (Document)	2.2.6 Acceptance of the delivered documentation related to the integration hub/engine (included in 2.1.6)	See 2.1.6
2 (Integration HUB/Engine)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	7 (Train)	2.2.7 Completion of training within a test environment related to stage 2 data in the integration hub/engine solution	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction
2 (Integration HUB/Engine)	3 (All remaining systems)	1 (Requirements)	2.3.1 Final requirements document related to all remaining data in the integration hub/engine solution.	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system

Phase	Stage	Task	Deliverable	Performance Measure
				evaluation plan; and project timeline with documentation.
2 (Integration HUB/Engine)	3 (All remaining systems)	2 (Design)	2.3.2 Final design plan for the integration HUB/engine (included in 2.1.1)	See 2.1.2
2 (Integration HUB/Engine)	3 (All remaining systems)	3 (Develop)	2.3.3 Completion of any additional configurations or customizations of the integration hub/engine based on all remaining data.	Vendor provided checklist with documentation that 100% of the checklist is complete.
2 (Integration HUB/Engine)	3 (All remaining systems)	4 (Test)	2.3.4.1 Documentation of successful testing within the Contractor's test environment with all Stage 3 data/systems.	100% successful testing (see C.17) with exceptions noted
2 (Integration HUB/Engine)	3 (All remaining systems)	4 (Test)	2.3.4.2 Documentation of successful testing of the integration solution in the OSDH test environment with all Stage 3 data/ systems.	100% successful testing (see C.17) with exceptions noted
2 (Integration HUB/Engine)	3 (All remaining systems)	5 (Implement)	2.3.5 Confirmed completion of successful addition/implementation of Stage 3 data in the integration hub/engine solution in the OSDH production environment.	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
2 (Integration HUB/Engine)	3 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	6 (Document)	2.3.6 Acceptance of the delivered documentation related to the integration hub/engine (included in 2.1.6)	See 2.1.6
2 (Integration HUB/Engine)	3 (All remaining systems)	7 (Train)	2.3.7 Completion of training within a test environment related to Stage 3 data in the integration hub/engine.	100% of required training (see C.19) with evaluations conducted at each training with 90% satisfaction
2 (Integration HUB/Engine)	3 (All remaining systems)	8 (Support)	2.3.8 Annual maintenance & support calculated daily, billed quarterly	100% of necessary, mutually-agreed upon, requirements during each billing period
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	1 (Requirements)	3.1.1 Final requirements document(s) for the CDR	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	2 (Design)	3.1.2 Final design plan(s) for the CDR	Final design plan containing 100% of the mandatory requirements for the CDR.
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	3 (Develop)	3.1.3 Installation of the CDR for testing within the testing environment and scenario for testing with data from the eMPI, integration hub/engine, and VXU and ORU repositories.	Vendor provided checklist with documentation that 100% of the checklist is complete.

Phase	Stage	Task	Deliverable	Performance Measure
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	4 (Test)	3.1.4.1 Documentation of successful testing of the CDR with data from the eMPI, integration hub/engine, and VXU and ORU repositories within the Contractor's test environment.	100% successful testing (see C.17) with exceptions noted
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	4 (Test)	3.1.4.2 Written confirmation the system successfully performs all functions as defined in the requirements document using data from the eMPI, integration hub/engine, and VXU and ORU repositories by the OSDH Contract Monitor.	100% successful testing (see C.17) with exceptions noted
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	5 (Implement)	3.1.5 Successful installation in the production environment.	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	6 (Document)	3.1.6 Delivery of required documentation for the CDR.	100% of required documentation (see C.19)
3 (CDR)	1 (eMPI, PHOCIS/OSIIS, PHIDDO, MSDS, Vital Records)	7 (Train)	3.1.7 Completion of training for OSDH software developers and database administrators for using and maintaining the CDR.	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	1 (Requirements)	3.2.1 Final requirements document(s) for incorporating new data previously loaded into the eMPI and integration hub/engine (OCCR, CaST, LIMS) into the CDR.	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	2 (Design)	3.2.2 Final design plan(s) for the CDR (Included in 3.1.2)	See 3.1.2
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	3 (Develop)	3.2.3 Completion of any additional configurations or customizations required for the CDR as the new data previously loaded into the eMPI and integration hub/engine are incorporated. Installation of the software in the Contractor's test environment	Vendor provided checklist with documentation that 100% of the checklist is complete.
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	4 (Test)	3.2.4.1 Documentation of successful testing of the CDR within the Contractor's test environment with the additional data (OCCR, CaST, LIMS) included.	100% successful testing (see C.17) with exceptions noted
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	4 (Test)	3.2.4.2 Documentation of successful testing of the CDR within the OSDH test environment with the additional	100% successful testing (see C.17) with exceptions noted

Phase	Stage	Task	Deliverable	Performance Measure
			data (OCCR, CaST, LIMS) included.	
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	5 (Implement)	3.2.5 Confirmed completion of successful addition/implementation of OCCR, CaST, and LIMS data in the CDR within the OSDH production environment.	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	6 (Document)	3.2.6 Delivery of required documentation for the CDR. (included in 3.1.6)	See 3.1.6
3 (CDR)	2 (eMPI, OCCR, CaST, Hospital Inpatient Discharge, LIMS)	7 (Train)	3.2.7 Successful completion of training within a test environment related to the inclusion of OCCR, CaST, and LIMS data into the CDR.	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction
3 (CDR)	3 (All remaining systems)	1 (Requirements)	3.3.1 Final requirements document(s) related to all remaining clinical data added into the CDR.	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
3 (CDR)	3 (All remaining systems)	2 (Design)	3.3.2 Final design plan(s) for the CDR (Included in 3.1.2)	See 3.1.2
3 (CDR)	3 (All remaining systems)	3 (Develop)	3.3.3 Completion of any additional configurations or customizations of the CDR required due to the inclusion of all remaining clinical data.	Vendor provided checklist with documentation that 100% of the checklist is complete.
3 (CDR)	3 (All remaining systems)	4 (Test)	3.3.4.1 Documentation of successful testing of the CDR within the Contractor's test environment as the remaining clinical data are added.	100% successful testing (see C.17) with exceptions noted
3 (CDR)	3 (All remaining systems)	4 (Test)	3.3.4.2 Documentation of successful testing of the CDR in the OSDH test environment as the remaining clinical data are added.	100% successful testing (see C.17) with exceptions noted
3 (CDR)	3 (All remaining systems)	5 (Implementation)	3.3.5 Confirmed completion of successful integration of remaining data into the CDR within the OSDH production environment.	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
3 (CDR)	3 (All remaining systems)	6 (Document)	3.3.6 Delivery of required documentation for the CDR.	100% of required documentation (see C.19)
3 (CDR)	3 (All remaining systems)	7 (Train)	3.3.7 Completion of training for OSDH software developers and database administrators for using and maintaining the CDR.	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction

Phase	Stage	Task	Deliverable	Performance Measure
3 (CDR)	3 (All remaining systems)	8 (Support & Maintenance)	3.3.8 Annual maintenance & support of the CDR, calculated daily, billed quarterly	100% of necessary, mutually-agreed upon, requirements during each billing period
4 (External Interoperability)	1 (All systems)	1 (Requirements)	4.1.1 Final requirements document(s) for external interoperability.	Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.
4 (External Interoperability)	1 (All systems)	2 (Design)	4.1.2 Final design plan(s) for external interoperability.	Final design plan containing 100% of the mandatory requirements for the External Interoperability System.
4 (External Interoperability)	1 (All systems)	3 (Develop)	4.1.3 Successful installation of the bi-directional message solution for testing within the testing environment.	Vendor provided checklist with documentation that 100% of the checklist is complete.
4 (External Interoperability)	1 (All systems)	4 (Test)	4.1.4.1 Documentation of successful testing within the Contractor's test environment of bi-directional messaging with an EP, EH, and HIE to be selected by the OSDH.	100% successful testing (see C.17) with exceptions noted
4 (External Interoperability)	1 (All systems)	4 (Test)	4.1.4.2 Documentation of successful testing within the OSDH test environment of the interoperability solution with at least one EP, EH, and HIE to be selected by the OSDH.	100% successful testing (see C.17) with exceptions noted
4 (External Interoperability)	1 (All systems)	5 (Implement)	4.1.5 Confirmed successful bi-directional messaging within the OSDH production environment.	100% of successful OSDH staff user-acceptance testing with mutually-agreed upon exceptions
4 (External Interoperability)	1 (All systems)	6 (Document)	4.1.6 Delivery of documentation required for Phase 4.	100% of required documentation (see C.19)
4 (External Interoperability)	1 (All systems)	7 (Train)	4.1.7 Completion of successful training within a test environment of staff specified to work with the interoperability solution.	100% of required training (see C.20) with evaluations conducted at each training with 90% satisfaction
4 (External Interoperability)	1 (All systems)	8 (Plan)	4.1.8 Plan for implementing final stages of Phase 4.	Mutually agreed upon project plan containing 100% of the following: scope of work (SOW); stakeholders; risk assessment; timeline; and Gantt chart.
4 (External Interoperability)	1 (All systems)	9 (Support)	4.1.9 Annual maintenance & support of the Interoperability Solution, calculated daily, billed quarterly	100% of necessary, mutually-agreed upon, requirements during each billing period
5 (Operation)	0 (All systems)	1 (Final Acceptance)	5.0.1. Confirmed acceptance of the fully operational data integration system including the eMPI, integration hub/engine, CDR, and interoperability solution with all specified OSDH	100% of all performance measures met and accepted.

Phase	Stage	Task	Deliverable	Performance Measure
			data included.	
5 (Operation)	0 (All systems)	2 (Hosting)	5.0.2 (Optional). Monthly hosting of the data integration system.	100% of a non-hosted requirements met (see 11.53)
5 (Operation)	0 (All systems)	3 (Support)	5.0.3 Daily support and maintenance of the data integration system, billed quarterly.	100% of necessary, mutually-agreed upon, requirements during each billing period

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Offers shall be evaluated on the "best value" determination.

D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing.

D.3. Competitive Negotiations of Offers

The State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

D.3.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.3.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

- Technical Responses
- Implementation/ Work Plan
- Company Information
- Alignment with Overall Project Goals
- Cost

D.5. Evaluation Process

D.5.1. Evaluation Process – Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.5.2. Evaluation Process - Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.5.3. Evaluation Process - Evaluation of Cos

Cost comparisons are performed.

D.5.4. Evaluation Process – Demonstrations

If desired by the evaluation committee, the vendor may be required to provide product/services demonstrations.

D.5.5. Best Value Evaluation of Product/Services

D.5.5.1. Selection

The selection and award of contractor is based upon which contractor best meets the needs of the State.

The State reserves the right to negotiate with one or more contractors, at any point during the evaluation. The State may negotiate any and all content of the offer.

D.5.6. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

Prospective contractors are urged to read this solicitation carefully. Failure to do so shall be at the offeror's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, offers shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The offeror is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the offeror's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Preparation of Offer

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Offer

E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.

E.3.2. Copies: the offeror's offer should be paginated and include **one (1) original document**, **plus seven (7) copies for a total of eight (8) documents**. The documents' front pages should indicate original or copy.

E.3.3. The offeror should include **three (3) "machine readable**" versions, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer.

E.4. Proprietary and/or Confidential

E.4.1. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

E.4.2. If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTAIL SHALL NOT BE CONSIDERED

E.5. Oklahoma Open Records Act

E.5.1. Proposals are subject to public disclosure in accordance with The Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded.

E.6. Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the offeror should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the offeror response being considered non-responsive and not considered for further evaluation.

E.7. RFP Clarification

E.7.1. Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than ***December 19*, 2012 3PM** Central Standard Time. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation and posted on the OMES website

E.8. General Solicitation Questions

Offeror may submit general questions concerning the specifications of the solicitation. All questions regarding this RFP shall be posted to the IT procurement wiki at:

https://wiki.ok.gov/display/itprocurement/3400001151

E.8.1.1. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline

E.8.1.2. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

https://wiki.ok.gov/display/itprocurement/Home

E.8.1.3. When posing questions, offeror should be concise, include section references, when possible, do not use tables or special formatting, use simple lists

E.8.2. Questions shall be answered in the form of an amendment and posted on the OMES website and linked on the wiki.

E.8.3. Offerors are advised that any questions received after *01/08/2013* shall not be answered. Questions must be received by 3 PM Central Time.

E.9. Response to Requirements

Offerors shall provide:

E.9.1. Statement of Acknowledgment of the requirements contained in section **C**.6., and C.7

E.9.2. A narrative response to each mandatory and non-mandatory requirement listed in Sections C.6 and C.7. Failure to respond to a particular requirement will be interpreted to mean the Offeror does not have the capability to meet the requirement. The narrative response to each requirement should include, but is not limited to:

a) Feature is available and installed

b) Feature is available but not yet installed

c) Feature is currently under development (indicate anticipated date of availability)

d) Feature is not available

e) Feature is not currently available but can be provided through customization (indicate cost of any customizations on the Cost Proposal (see **Section G**)

E.10. Cost Proposal

Offerors shall submit Cost Proposal in both hard copy and electronic format in a separate sealed envelope pricing must be submitted as outlined in **Section G**. PRICE AND COST

E.11. Hardware

a) The offeror will describe any hardware the OSDH is required to purchase. Please describe the recommended hardware configurations for each phase of the project including descriptions of:

1) CPU clock speed required,

2) recommended RAM configuration,

3) networking hardware,

4) backup and storage devices,

5) uninterrupted power supply,

6) and other necessary detail.

b) The offeror will detail any recommendations and possible issues that may conflict or impact OSDH:

1) firewalls,

2) spam filters,

3) virus protection,

4) malware protection,

5) workstation or server configurations,

6) or database repositories.

c) Describe the ability of the proposed system to support fail-safe data storage for each required component (redundancy, mirrored, clustering, etc.).

d) Describe the recommended bandwidth requirements for communication to or from the recommended server(s) and the expected health information exchange client user experience.

e) Does the system employ or utilize 32-bit or 64-bit architectures or a combination of both? Provide recommendations or any limitations related to these architectures

f) What are the warranty periods provided for hardware provided by the offeror?

g) State whether the proposed configuration is onsite or offsite, and provide a response to one of the following, as applicable. Note that response to the sections below is a mandatory requirement. Failure to respond will result in rejection of the proposal response:

1) Detail all necessary hardware, software, licensing, bandwidth required, firewall or other configuration issues, security and costs necessary for the OSDH to implement the eMPI in the OSDH environment.

2) Detail all necessary hardware, software, licensing, bandwidth required, firewall or other configuration issues, security and costs necessary for the OSDH to implement the CDR in the OSDH environment.

3) If the offeror proposes hosting the eMPI, integration hub/engine, and CDR, the offeror will provide detailed information related to their data center, storage and backup facility and processes, staffing (operational, network, database, administrative), database and web server clusters or farms, location(s), hours, hot-site availability, failover plans, historical system uptime availability, power supply and backup generators, and security (physical, network and database). Offerors should provide an overview of any SAS-70 or similar audits that have been conducted related to their data center and related information technology processes. If the offeror hosts the IPHIS a redundant backup system will be available within 4 hours of a critical failure of the primary system, all hardware support and issues will be the offeror's responsibility and a 48 hour notice will be provided to the OSDH for any system maintenance that affects end- users of the IPHIS.

E.12. Software

a) Describe the server operating systems under which the proposed system will operate. (Linux, Windows 2000 or 2003 Server, etc.)

b) Name and describe the database management software utilized by the system. Microsoft SQL Server 2005 or later is required (or preferred?) within the OSDH environment.

c) What programming language(s) was used to develop the eMPI, integration system, and CDR and how long has the current software been in production usage by other facilities?

d) What programming language was used to develop the algorithm included in the eMPI and how long has the algorithm been in production usage by other facilities?

e) Are there any known limitations or performance degradation that might be expected in future years (7 years) based on normal projected utilization by the OSDH.

f) Describe the file purging/archiving methodology used by the proposed system if applicable.

g) What are the warranty periods provided for system and application software and what limitations does the offeror typically require?

h) Describe the reporting tools included in each component of the system.

i) Describe the security system(s) used by the proposed systems. Describe the process the offeror used during software development to implement protections to minimize the possibility of hacking, malware, spyware or virus intrusions, SQL injection and other known data, database, operating system or database security breaches.

j) Describe your proposed disaster recovery plan(s).

k) Describe the offeror's security plan(s) including a description of the infrastructure necessary.

l) Describe the network plan for onsite or offsite hosting.

m) Include system performance studies for the Offeror's product based on similar setup as proposed. Please provide detailed descriptions of:

1) performance characteristics analyzed,

2) number of simultaneous user connections,

3) number of records and frequency of database insertions and records processed tested for performance data provided within your proposal.

n) Does the system leverage Microsoft Active Directory or are database application logins used or other methods. Please provide detailed documentation as to how system logins will are administratively created, maintained, and tracked.

o) Describe the core eMPI, integration hub/engine, CDR, and interoperability functions and features as well as any necessary custom development and/or configuration work necessary to connect OSDH's various systems to the offeror's eMPI, integration hub/engine, and CDR.

p) Provide a copy of the user interface(s) for the eMPI, CDR, and integration hub, if applicable. Access can be provided via a disk or through limited access to a test interface. Access to the interface will be for evaluation purposes only.

q) Provide copies of any system or usability evaluations that have been conducted on the full solution or any components within the solution.

r) Offeror's proposal must include support and implementation for testing and signoff and the change management process

s) Offerors must detail any third party hardware and/or software required to operate the proposed eMPI and/or CDR to meet all specifications stated in this RFP, including any additional software component dependency requirements. This would include any options for hosted vs. non-hosted solutions. Offeror must list each required product, describe the technical or functional requirements it is necessary to meet, and describe any related functions that are outside the scope of the third party software and are met through the Offeror's base system or other third-party software. All third party software must meet the same requirements as the Offeror's product or specifically state its non-applicability based on function.

t) Offerors will provide detailed file layouts, structure (column names, data type, and description at a minimum), and process flow diagram of all anticipated data to be transmitted via message or web service between and among internal systems and between OSDH and external partners. These layouts will detail all data needed for health information requests such as the clinical document and confirmation of demographic data, Note that response to this question is a mandatory requirement. Failure to provide the information requested will result in rejection of the proposal.

u) Offerors shall provide detailed system diagrams which will include the following.

1) system overview,

2) process flows,

3) data transport methodologies,

4) encryption,

5) authentication,

6) security,

7) and other pertinent details as defined.

v) Describe support for the system including individual components if support varies among components. Include a response for each of the following:

1) Where is your technical support center located?

2) What are the methods for contacting technical support?

3) What are your hours of operation for technical support?

4) Describe the ongoing system support provided by the Offeror.

5) Are software upgrades provided as part of the software support contract? Describe, based on historical data, how often per year software upgrades typically occur.

6) Provide a copy of the standard support policies and/or software support contract.

7) Describe your software upgrade process.

8) How are customer requests for enhancements and customizations handled?

9) Describe the history of system enhancements within the past 3 years.

10) Do you have a formal users' group?

w) Elaborate on any features that differentiate you from your competitors.

E.13. Network and Interface

a) Have you interfaced your eMPI with other systems described in **C.5** (Provide names of interfaced systems, problems, and successes encountered.)

b) Have you interfaced your eMPI with other systems including but not limited to MMIS, EHRs of eligible providers and eligible hospitals? (Provide names of interfaced systems, problems, and successes encountered.)

c) Have you interfaced your CDR with other systems described in **C.5** (Provide names of interfaced systems, problems, and successes encountered?)

d) Have you interfaced your CDR with other systems including but not limited to MMIS, EHRs of eligible providers and eligible hospitals? (Provide names of interfaced systems, problems, and successes encountered.)

e) What communication protocols are supported?

E.14. Requirements/Change Management

The Contractor shall establish and enforce a system of requirements management/change management based upon the requirements of this RFP, the commitments made in the proposal response and the final approved requirements document. Changes to the final approved requirements must be approved in writing by the OSDH Project Manager and Contractor Project Manager and any additional cost associated with the change must be identified at the point of approval. Any changes that involve additional cost or changes to the scope of the contract must be approved by State of Oklahoma Office of State Finance/ISD Procurement.

E.15. Implementation-Work Plan

Submit a written narrative describing the Offeror's capabilities, including a summary work plan and project timeline, based from an estimated date of award, including the milestones specified in section C.11 and any proposed interim milestones. The offeror must specify in the implementation- work plan, to the degree possible, the tasks and activities that are to be undertaken, as well as identifying responsibility for completion of each activity and task.

E.15.1. Describe the proposed implementation plan.

E.15.2. Staffing Plan- Describe the proposed staffing plan

a) The staffing plan shall identify the specific individual (s) who will work on the OSDH project, their qualifications, and past similar experience.

b) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase.

c) Describe the experience and qualifications of your installation team.

d) Identify each team member by name and title, estimated number of hours dedicated to this project, and describe each individual's role in the implementation.

e) Specifically identify any subcontractors that will be used, including a description of their role in completion of the project. Include an organization chart showing lines of communication and authority.

E.15.3. Training

Describe the training provided including location, number to be trained, and training outline. Offerors who provide a developer's guide in their proposal will be given additional points. Developer guides will be maintained as confidential information if identified as such and are easily separable from the remaining package. Offerors who provide a user's guide in their proposal will be given additional points. **User guides will be maintained as confidential information if identified as such and are easily separable from the remaining package.**

a) Provide a copy of the Developer's guide to your eMPI, CDR, integration, and interoperability systems if available.

b) Provide a copy of the User's guide to your eMPI, CDR, integration, and interoperability systems if available.

E.15.4. Product Customization

a) Offeror must describe in detail any customization to the product that will be required to meet the specifications of this solicitation.

b) Offeror must name the specific customization

E.16. Voluntary Product Accessibility Template (VPAT)

E.16.1. Offeror must provide a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility -OMES form 053also attached is the VPAT Instructions Template

E.17. P-Cards

The State of Oklahoma has issued P-Cards to most State agencies. The current P-Card contract holder utilizes VISA

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes ☐ No ☐ (check one)

E.18. Deliverables

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

E.18.1. Completed "Responding Bidder Information" DCS/Purchasing Form 076

E.18.2. Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004

E.18.3. **References –** References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.18.3.1. Addition points will be given to offerors having at least three (3) years experience designing, developing, managing, implementing, and supporting system integration and interoperability within a hosted environment or development of a system for the purposes of exchanging health information both internally and with external partners.

E.18.3.2. Additional points will be given to offerors who are able to demonstrate at least 2 previous implementations comparable or greater in size and scope to the OSDH; and, demonstrate successful experience with sending and receiving messages both internally or externally between systems. Acceptable experience will be verified through both references provided and detailed workflow statistics provided by the offeror within the proposal.

E.18.4. **Company Information** – Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.18.4.1. Provide a brief overview of your company including number of years in business, number of employees, nature of business, and description of clients.

E.18.4.2. Identify any parent corporation and/or subsidiaries, if appropriate.

E.18.4.3. Give a brief description of the evolution of the offeror's systems. Include the date of the first installed site and major developments of each system component, which have occurred (e.g. new versions, porting of software to newer technologies). Describe any previous ownership, if appropriate.

E.18.4.4. List any industry awards/recognition that you have received, the awarding party, and the date received.

E.18.4.5. Indicate the total number of installations in the last 5 years by the year of installation and the total number of current systems and/or users and the number of public health installations.

E.18.4.6. Provide a summary of your company's short term and long-term goals and strategic vision.

E.18.4.7. Provide a list of five references similar in size and specialty mix within your proposal. (Include name, contact, address, telephone, system(s) installed, duration of contract, and date of installation)

E.18.4.8. Provide a summary of your experience with designing, managing, implementing, and supporting a data integration and interoperability system (including the eMPI and CDR, in a Public Health environment.

E.18.4.9. Provide a summary of your participation in public health workgroups and partnerships or other activities in support of the public health field.

E.18.4.10. Describe your company's history and methodology of maintaining technology and support throughout the entire life cycle of a product.

E.18.4.11. Describe your company's history of support for the Public Health Vision (to provide equity and prevention to all for a healthy community) and continuous improvement in the field of Public Health Informatics.

E.18.5. Financial Status – Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested. FINANCIAL STABILITY DETERMINATION IS A MANDATORY DELIVERABLE

E.18.5.1. Response to Requirements as outlined in Section C and E

E.18.5.2. Implementation/Work Plan

E.18.5.3. Management Plan

E.18.5.4. VPAT

E.18.5.5. Pricing

E.18.6. Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with contractor's offer shall not be considered after contract award. MANDATORY DELIVERABLE

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

E.19. Notice of Award

A notice of award in the form of a PO or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

F. CHECKLIST

F.1. Responding Bidder Information (OMES/ISD Procurement – Form 076)

F.2. Certification for Competitive Bid and Contract (OMES/ISD Procurement – Form 004)

F.3. Workers' Comp Insurance Certification

F.4. Vendor/Payee Form or W-8BEN (as required)

F.5. References (Section E.16.3)

F.6. Company Information (Section E)

F.7. Financial Stability (Section E)

F.8. Implementation – Work Plan (Section E.15)

F.9. VPAT (Section E.16)

F.10. Cost- (Section G)

G. PRICE AND COST

The response to this section shall be submitted in a separate sealed envelope, which shall be identified in accordance with General Provision A.2.2. Offerors Pricing shall be submitted in a separate sealed envelope as outlined Section E.8

a) The response to this form shall be a summary of total costs for each category identified.

b) The Offeror shall attach a page for each category showing detailed pricing, by line item, for each category and calculation of total pricing.

c) The Offeror's proposed milestone payment schedule (See OSDH-defined milestones in section C.10) shall also be included in the Cost Proposal.

d) The Offeror must state whether the configuration is on-site or off-site.

e) Cost shall be based on a site license with an unlimited number of concurrent users.

f) The Offeror shall provide cost in the following categories, with supporting detail. The Offeror's cost proposal shall include all costs for implementation and ongoing maintenance and operation of the eMPI, CDR, integration and interoperability systems.

- Implementation,
- At minimum, include the milestones detailed in sections C.6 through C.9,
- Hardware,
- Software,
- Service cost related to vendor hosting.

g) Ongoing maintenance shall be quoted both monthly and quarterly, although it shall be invoiced/paid quarterly. This shall be for the purpose of co-terminating maintenance agreements on all components as the phases are implemented

h) Ongoing Maintenance/Support (Year 1 – Year 5). Pricing for each Phase shall be provided on a monthly basis, to be billed quarterly in arrears, through completion of Phases 1-4. Following system acceptance, maintenance & support on the complete system shall be billed quarterly in arrears.

i) at minimum, any monthly or quarterly fees for hosting and/or software maintenance

j) Third-party hardware, software, or services should be identified as such Offeror must detail any third party hardware and/or software required to implement and/or operate the proposed systems to meet all specifications stated in the RFP, including any additional software component dependency requirements. This would include any options for hosted vs. non-hosted solutions.

H. APPENDICES

H.1. Appendix A: Informational References w/URLs

1. CMS EHR Meaningful Use Overview. (Available at https://www.cms.gov/ehrincentiveprograms/30_Meaningful_Use.asp#BOOKMARK4.)
2. ONC (The Office of the National Coordinator for Health Information Technology) Certification Programs. (Available at http://healthit.hhs.gov/portal/server.pt?open=512&objID=2884&parentname=CommunityPage&parentid=357&mode=2&in_hi_userid=12059&cached=true).
3. Oklahoma Senate Bill 757. (Available at http://okhca.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=10617.)
4. OHIET (Oklahoma Health Information Exchange Trust). 2011. Oklahoma's Revised Strategic Plan for the State health Information Exchange Cooperative Agreement Program (SHIECAP). (Available at http://www.ohiet.org/OKHIE/STRATEGIC%20AND%20OPERATIONAL%20PLANS/STRATEGIC%20AND%20OPERATIONAL%20PLANS/OHIET%20Strategic%20Plan%20Rev%20March%202011%20Final.pdf.)
5. Information Security Policy, Procedures and Guidelines. Oklahoma Office of State Finance, Information Services. (Available at http://www.ok.gov/OMES/Information_Services/Publications_&_Standards/index.html)
6. Minimum Security Requirements for Federal Information and Information Systems FIPS Publication 200. (Available at: http://csrc.nist.gov/publications/nistpubs/index.html.)
7. Integrating the Healthcare Enterprise (IHE) – IT Infrastructure. Available at http://www.ihe.net/IT_infra/committees/index.cfm)

H.2. Appendix B: OSDH Systems Tactical Plan (See attached)

H.3. Appendix C: OSDH Informatics Needs Assessment (See attached)

I. SCHEDULE OF EVENTS

I.1. Mandatory Pre-Bid conference Schedule of events

Pre-Bid Conference Attendance is mandatory. Bids received from suppliers who do not attend this meeting will be rejected.

I.1.1. Mandatory Pre-Bid Conference - Intent to Participate Form

*****Deadline: 11/29/2012 @3:00 PM CST.**

Forms will not be accepted after this date and time.

I.1.2. Submission of Mandatory Pre-Bid Conference questions prior to Conference

*****Deadline: 12/04/2012 @ 3:00 PM CST.**

Pre-Bid Conference questions will not be accepted after this date and time.

I.1.3. Mandatory Pre-Bid Conference

*****Scheduled for 12/18/2012 9:00 AM CST to 11:00 AM CST**

I.2. Solicitation Schedule of Events

I.2.1. RFP Clarification Question (Section E.7. §E.7.1)

*****Deadline: 12/19/2012 @ 3:00 PM CST**
RFP Clarifications will not be accepted after this date and time

I.2.2. General Questions (Section **E.7 §E.7.2)**

*****Deadline 01/08/2013 @ 3:00 PM CST**
General Question will not be accepted after this date and time

I.2.3. Solicitation

*****C losing Date 01/24/2013 @ 3:00 PM CST**
Solicitations will not be accepted after this date and time

****Note****

Mandatory Pre-Bid Conference Questions and RFP Clarifications are both due on 12/19//2012 @ 3: 00 PM