



**State of Oklahoma
Office of State Finance
Information Services Division**

Amendment of Solicitation

Date of Issuance: 11/19/2012 Solicitation No. 3400001151
 Requisition No. _____ Amendment No. 01

Hours and date specified for receipt of offers is changed: No Yes, to: _____ CST/CDT

Pursuant to OAC 580:15-4-5©, this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY AND RETURN TO:

Office of Management and Enterprise Services
 ISD Procurement Attn: Hurtisine Franklin
 3115 N. Lincoln Blvd.
 Oklahoma City, OK 73105

Hurtisine Franklin
 Contracting Officer
405 521-6419
 Phone Number
Hurtisine.franklin@omes.ok.gov
 E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

QUESTIONS SUBMITTED PRIOR TO CONFERENCE:

Submitted 12/04/2012 by J Strohm

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

Question

- 1. General Provisions, A.52. Ownership Rights, A.52.1-A.52.2
 - a. Please explain the implications of the Commercial Off the Shelf software as it relates to Ownership rights. For example:
 - i. A proposer owns and operates the software but makes modifications and/or customizations for the purposes of this solicitation. Can you please explain the determination of Ownership rights?

Response 1

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) _____ Date _____

Authorized Representative Name (**PRINT**) _____ Title _____ Authorized Representative Signature _____



Commercial Off the Shelf Software is available for sale to the general public; however proposals that offer a COTS solution may require modification and / or customizations as required by the agency. If agency/state purchases the proposed COTS solution and modifications and or customizations are required as prescribed by in the scope and / or final agreement the vendor does own the software or the work performed.

If the proposed solution is vendor owned software then it is Proprietary Software and is not available for sale to the general public. Modification and /or customizations may be required as prescribed in the scope or final agreement. If the proposed solution is vendor owned software, any customization development or modification is required then vendor must comply with

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

Question

2. Can you explain the basis of ownership and rights of derivative works as related to Ownership rights?

Response 2

A derivative is a something that is copied from somewhere and is not original. Something that is developed from something else that is similar to it.

Please reference the following sections of the RFP

Section A.37. Patents and Copyrights

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

Question

3. General Provisions, A.53. Rights of Use, A53.2
 - a. Will you please define ‘Work Made For Hire’ under this solicitation?

Response 3

Work Made for Hire- Vendor does not own the work.....Vendor who has been awarded the resulting contract and therefore hired/commissioned to perform the agreed upon work as prescribed within the scope of the requirements is compensated for work performed by the hiring party.

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.

General Provisions, A.60. Acceptance of Request for Proposal Content

- b. Will proposers be given an opportunity to discuss the Terms and Conditions prior to contract signing?

Response: part A



Please reference the following sections of the RFP

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.

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.



- c. Are the proposers expected to 'mark up' or 'redline' the terms and conditions of the solicitation and return as part of the proposal?

Response: Part B

Yes offerors may submit 'mark up' or 'redline' to the terms and conditions of the solicitation and return as part of the proposal

Question

5. Special Provisions, B.5. Commercial Off-the-shelf (COTS) Software:

- a. Will proposers be given an opportunity to discuss additional terms and conditions prior to contract signing?

Response 5

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.

As defined

commercial off-the-shelf, an adjective that describes software or hardware products that are ready-made and available for sale to the general public. –hf

Question

6. E. 12. Software

- b. Are different provisions in place in the event that a proposer offers a service in lieu of software?

7. E.15. Implementation-Work Plan, E15.3, Training.

- a. Can the developer's be submitted/provided online or through a link?

Response 6 & 7

Offerors must respond as prescribed by the requirements stated in the RFP to be considered responsive. the E.15 Implementation –Work Plan

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.

Describe the proposed implementation plan.

Staffing Plan- Describe the proposed staffing plan



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

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.

Describe the experience and qualifications of your installation team.

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.

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.

Question

8. E.16. Voluntary Product Accessibility Template.
 - a. In the event that products are not compliant, is the proposal considered unresponsive?

Response 8

Unless an exception applies, an agency must procure a product or service that best meets the business needs of the agency and the applicable IT Accessibility Standards.

- (A) Accessibility determination must be conducted as part of the acquisition evaluation.
- (B) Accessibility must be considered among the general, technical and functional requirements of the procurement specifications. At a minimum, it must be accomplished through review of vendor provided information submitted in the form of a Voluntary Product Accessibility Template (VPAT) or comparable document with judgments made regarding degree of conformance to the IT Accessibility Standards.
- (C) The relative accessibility weighing may be adjusted for due cause based on the specific procurement.
- (D) When acquiring a product, an agency shall acquire products that comply with applicable IT Accessibility Standards when such products are available in the commercial marketplace or when such products are



developed in response to an agency solicitation.

Agencies cannot claim a product, as a whole is not commercially available by stating no product in the marketplace meets all of the IT Accessibility Standards. Instead, an agency must identify commercial, off-the-shelf products that best meet the general, technical and functional requirements as defined by the agency. Once those products have been identified, the agency should purchase the product that is the most accessibility compliant.

Question

9. E.17. P-Cards
 - a. Is P-card registration and acceptance mandatory?

Response 9

E.17. P-Cards – No- This section is not a requirement for registration or acceptance – it asks the following **“if awarded a “statewide contract” will your company accept the State of Oklahoma approved purchase card”?**

The resulting award of this solicitation is not expected to be awarded as a Statewide Contract.

12/04/2012 -Submitted by R. Vernon

Question

1. Could you please specify the State of Oklahoma's current operating environment? In addition, can you please communicate expected sizing in terms of number of providers in the initial stages of the IPHIS system?

Response 1

The initial stages of the IPHIS system will be internal to OSDH, and will be not collect data from external providers. The fourth phase (external interoperability) would provide the OSDH with the capability of exchanging data with external systems. However, this is anticipated to be with other state and local entities and/or exchanges, and not acting as an exchange.

We will be focusing on internal uses but will also attempt to use the interoperability solution to help with incoming HL7 messages. The state operating environment is varied with 3 HIOs and numerous providers working independently. We expect to receive messages from 500+ providers.

Question

2. Is the checklist on p. 53 of the RFP comprehensive? It seems to be missing the following sections: Response to Requirements (Mandatory and Non-Mandatory Technical Requirements) (E.9), Hardware (E.11), Software (E.12), Network and Interface (E.13), Requirements/Change Management (E.14), and P-Cards (E.17)? Can you please confirm that we are expected to reply to these sections of the RFP as well as those in the checklist on p. 53?



Response 2

The Checklist is a courtesy to remind potential offerors of various required forms or information. In order for a proposal to be considered offerors must respond to the requirements / specifications as prescribed in the solicitation.

Submitted 12/18/2012 by Mike Peth

1. What is the budget for this project?

Response: Undetermined

2. Will you consider extending the response date past 1.24.13 since questions are accepted through 1.8.13?

Response: No

3. Regarding Confidentiality (A.34 P9): Is the intent that OK would not have ownership of E.9.2 a-d (P44) but would have ownership of E.9.2 e?

ISD Procurement Response-

In order to allow us to respond responsibly please resubmit your question by 01/08/2013. Please review the section referenced in your question (A. 34 P9). E.9.2 a-d and E.9.2 e

RE: Section A.34 of the RFP addresses Confidentiality /Section E.9.2 requires a narrative response to each mandatory and non-mandatory requirement listed in Sections C.6 and C.7.

A.34. Confidentiality

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.

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.

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.



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**))

Due to equipment failure, the audio file will not be posted. All questions asked during the pre-bid conference will be contained within this document.

Table of Contents, Section C: Solicitations Specification – C.1 Should Read “Overview”. C.2 Should Now Read “Mandatory Pre-Bid Conference” all headings after will follow in numerical order.

Section C.7.1 Electronic Enterprise Master Patient Index, the sentence after letter “g” is now lettered “h” should read The e-MPI has a system-generated task manager containing manual review information is preferred. Former letter “h” is now lettered “i”. Former letter “i” is now lettered “j”.

Section E18.5.1. Response to requirement as outlined in Section C and E, now numbered E18.5.6

Section E18.5.2. Implementation/Work Plan, now e numbered E18.5.7

Section E18.5.3. Management Plan, now numbered E18.5.8

Section E18.5.4. VPAT, now numbered E18.5.9

Section E18.5.5. Pricing, now numbered E18.5.10

Section E18.5.6 is now E18.11

PRE-BID CONFERENCE QUESTIONS

12/20/2012- Submitted by Roberto Hernandez

To: Agency- Agency response required.

Pre-Bid Conference Questions:



1. What is the relevance of the Appendix B and does the state have an existing MPI?

Answer: OSDH does not have an existing MPI. Appendix B is for informational purposes only.

2. Should mandatory and non-mandatory requirements be costed separately?

Answer: Yes. Costs associated with mandatory and non-mandatory requirements should be clearly identified in the budget.

3. Is the state using "calendar" or "government fiscal year" when referring to MU Stage 2/3?

Answer: See amendment for revised timeline.

4. Is there a template or ideal format for displaying cost?

Answer: No

12/20/2012- Submitted by [Adan Potyondy](#)

Mandatory Pre-Bid Conference Questions

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.

Question: Will the state accept a bid from a potential partner for just one of the three primary solution components?

Answer: The OSDH would prefer to award a single contract with a Prime Contractor but will evaluate all proposals meeting the mandatory requirements for a single component.

12/20/2012 -Submitted by [Rebecca Vernon](#)

Question: In order to size our solution properly, please clarify how many outside providers you are planning to link to. How do you define your providers and patients?

Answer: The actual number of outside providers that OSDH will link to is currently unknown. OSDH has received requests from 325 facilities with unique OIDs to submit immunization messages. This number will change depending on the number of EP/EHs that choose to submit via an HIO or HISP. There are currently 2,110 EPs/EHs registered for the Oklahoma Medicaid EHR Program and 2,180 registered for the Medicare EHR Program in Oklahoma.



The OSDH defines patients as individuals for which data are received through one of the 19 core OSDH systems. Providers will include facilities, health care providers, licensed individuals, day cares, schools, etc.

Question: Please clarify the extent to which you would like to have semantic interoperability detailed. Should semantic interoperability be part of your external considerations?

Answer: It is the goal of OSDH to work with external partners using standardized messages and therefore do not expect to need semantic interoperability for external considerations. Please provide detailed semantic interoperability to the extent possible for the 19 core OSDH systems as described in the RFP.

12/20/2012 Submitted by Mike Peth

Question

Please provide the vendor names who participated in today's call?

Response

1. AT&T
2. Board of Regents of the University of Oklahoma, School of Community Medicine, Division of Medical Informatics
3. CDP, Inc.
4. Cerner Corporation
5. Cognosante
6. CorePartners, Inc.
7. Deloitte
8. Harris Corporation/ Harris Patriot Healthcare Solutions, LLC.
9. Hewlett Packard
10. InterSystems Corporation
11. Oracle Corporation+ TAMGROUP
12. Orion Health
13. RelayHealth/McKesson
14. Software AG USA, Inc.



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Solicitation

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