

**Amendment 3 to RFP 2023-EDS-01**

**July 13, 2023**

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS FOR THE REQUEST FOR PROPOSAL NUMBER: RFP 2023-EDS-01. THIS AMENDMENT MUST BE INCLUDED IN THE BIDDER'S RESPONSE AND MEET THE REQUIREMENTS AS DEFINED IN THE RFP.

THE BIDDER MUST SIGN AND RETURN THIS AMENDMENT WITH THEIR PROPOSAL.

**1. Appendix C. Pricing (Schedule) – Replaced as follows:**

Original Posted File (Name):

The original posted file ~~EDS Appendix\_C\_Pricing\_A-1REV1.xls~~ has been removed in its entirety.

Replaced File (Name):

File ~~EDS Appendix\_C\_Pricing\_A-3REV2.xls~~ has been posted and replaced.

**2. Section II: Scope of Work, Sub-Section I.7– Enterprise & General Services – Training Management, Table II-52: Training Requirements Changes as follows:**

Currently Reads as:

6016	As the Agency works to implement an Enterprise Learning Solution, the Contractor will be responsible and accountable for working collaboratively with the Agency to ensure tools, training assets and knowledge transfer processes managed by the contractor are modified to be compatible with the new Enterprise Learning Solution.
------	---

Revised as:

6016	<del>As the Agency works to implement an Enterprise Learning Solution,</del> The Contractor <del>will</del> shall be responsible and accountable for working collaboratively with the Agency to ensure tools, training assets and knowledge transfer processes managed by the contractor are modified to be compatible with the new Enterprise Learning Solution.
------	---

**3. Section II: Scope of Work, Sub-Section G.4 – Data Analytics & Reporting (DAR)/MARS Requirements, Changed as follows:**

Currently Reads as:

4154	The Contractor shall reconcile each dashboard defined by the Agency in the Dashboard Library Document to the equivalent dashboard in the DAR solution. The outcome of the reconciliation shall be included in the Agency-approved report catalog. The Contractor shall replicate the existing dashboard in the event that an equivalent dashboard is not available or as requested by the Agency.
------	---

Revised as:

4154	The Contractor shall reconcile each <del>dashboard</del> report defined by the Agency in the <del>Dashboard Business Analytics, Quality Analytics, and Application Development</del> Library Document to the equivalent <del>dashboard</del> report in the DAR solution. The outcome of the reconciliation shall be included in the Agency-approved report catalog. The Contractor shall replicate the existing <del>dashboard</del> report in the event that an equivalent <del>dashboard</del> report is not available or as requested by the Agency.
------	---

**4. Section II: Scope of Work, Sub-Section G.5 – Data Analytics & Reporting (DAR)/MARS Deliverables, Changed as follows:**

Currently Reads as:

EDS_02d	4154	Dashboard Library Reconciliation Report	The Contractor shall reconcile each dashboard defined by the Agency in the Dashboard Library Document to the equivalent dashboard in the DAR solution. The outcome of the reconciliation shall be included in the Agency-approved report catalog. The Contractor shall replicate the existing dashboard in the event that an equivalent dashboard is not available or as requested by the Agency.	Three (3) months prior to the start of the implementation period	No update needed/One Time Report
---------	------	---	---	--	----------------------------------

Revised as:

EDS_02d	4154	Dashboard Library Reconciliation Report	The Contractor shall reconcile each <del>dashboard</del> <b>report</b> defined by the Agency in the <del>Dashboard</del> <i>Business Analytics, Quality Analytics, and Application Development</i> Library Document to the equivalent <del>dashboard</del> <b>report</b> in the DAR solution. The outcome of the reconciliation shall be included in the Agency-approved report catalog. The Contractor shall replicate the existing <del>dashboard</del> <b>report</b> in the event that an equivalent <del>dashboard</del> <b>report</b> is not available or as requested by the Agency.	Three (3) months prior to the start of the implementation period	No update needed/One Time Report
---------	------	---	--	--	----------------------------------

**5. Section V. Corporate Background and References – Vendor Participation Restrictions – Changes as follows:**

Currently Reads As:

2. Any Contractor, including any and all subcontractors, who has a current contractual engagement with the Agency for PMO Services, Testing Services, or SI Services is precluded from being

awarded any module contract solution (e.g. CPMS, PM, MEVV), either as the prime contractor or a subcontractor.

Revised As:

2. Any Contractor, including any and all subcontractors, who has a current contractual engagement with the Agency for PMO Services, Testing Services, or SI Services is precluded from being awarded any module contract solution (e.g., CPMS, PM, MEVV, and *CARES*), either as the prime contractor or a subcontractor.

**6. Section VI.N.1d – Submission Requirements, Proposal Structure – Tab 4 - Transmittal Letter, Changed as follows:**

Revised As – Tab 4, Transmittal Letter Numbers 17 & 18 have been added in their entirety:

17. *Vendors must include a signed E-Verify Memorandum of Understanding.*
18. *Vendors must include all necessary business licenses, registrations, and professional certifications to be able to do business in Alabama.*

**7. Section II. Scope of Work, Sub-Section D. EDS Architecture, Table II-6 – Security and Access Requirements, Changed as follows:**

Currently Reads As:

4017	The Contractor shall provide a solution that is fully compliant with The Health Information Technology for Economic and Clinical Health Act (HITECH), as amended and/or reauthorized.
------	---

Revised As:

4017	The Contractor shall provide a solution that is fully compliant with <i>The 21 Century Cures Act as applicable and the</i> Health Information Technology for Economic and Clinical Health Act (HITECH), as amended and/or reauthorized.
------	---

**8. Section II. Scope of Work, Sub-Section F. Data Integration and Management Services Narrative Questions, Changed as follows:**

Currently Reads As:

Q-32 Describe your approach to acquiring and maintaining all necessary data licensing agreements to implement and operate a federally certified and compliant solution.

Revised As – Question 32 from Amendment 1 has been relabeled as follows:

~~Q-32~~ 53 Describe your approach to acquiring and maintaining all necessary data licensing agreements to implement and operate a federally certified and compliant solution.

**9. Section II. Scope of Work, Sub-Section I.6 - Enterprise and General Services – Certification Management, Certification Outcomes, Changed as follows:**

Currently Reads As:

DSS/DW1	42 CFR § 431.428	The solution includes analytical and reporting capabilities to support key policy decision making	Verify and validate the CMS annual report provisions from 431.428 (1) through 431.428 (11) are met annually.
---------	------------------	---	--

Revised As:

DSS/DW1	42 CFR § 431.428	<del>The solution includes analytical and reporting capabilities to support key policy decision making</del>  <i>The system supports various business processes' reporting requirements</i>	Verify and validate the CMS annual report provisions from 431.428 (1) through 431.428 (11) are met annually.
---------	------------------	---	--

**10. Section II. Scope of Work, Sub-Section I.6 - Enterprise and General Services – Certification Management, Certification Deliverables, Changed as follows:**

Currently Reads As:

CRT_01	4554, 4555, 4558, 4561, 4562, 4563, 5284	Operational Readiness Review (ORR) Evidence Documentation and Support	The Contractor shall develop and provide necessary evidence needed to prepare for the Operational Readiness Review with CMS/MITRE. Includes advance preparation support, presentation support, and follow-up responses to CMS provided to the Agency before, during, and following the ORR for SUR/MAR/DSS. culminating in Operational Readiness approval from CMS.	Six (6) months prior to the start of implementation	One time submission
CRT_02	4554, 4555, 4558, 4561,	Certification Review (CR) - SUR, MAR, DSS Evidence	The Contractor shall develop and provide necessary evidence and metrics needed	Six (6) months prior to the start of implementation	One time submission

	4562, 4563, 5284	documentation and support	to prepare for the Certification Review with CMS/MITRE. Includes advance preparation support, presentation support, and follow- up responses to CMS provided to the Agency before, during, and following the CR for SUR/MAR/DSS culminating in Certification approval from CMS.		
--	---------------------	------------------------------	--	--	--

Revised As:

CRT_01	4554, 4555, 4558, 4561, 4562, 4563, 5284	Operational Readiness Review (ORR) Evidence Documentation and Support	The Contractor shall develop and provide necessary evidence needed to prepare for the Operational Readiness Review with CMS/MITRE. Includes advance preparation support, presentation support, and follow- up responses to CMS provided to the Agency before, during, and following the ORR for SUR/MAR/DSS. culminating in Operational Readiness approval from CMS.	<del>Six (6)</del> <i>Three (3)</i> months prior to the start of implementation	One time submission
CRT_02	4554, 4555, 4558,	Certification Review (CR) - SUR, MAR,	The Contractor shall develop and provide necessary evidence	<del>Six (6)</del> <i>Three (3)</i> months prior to the	One time submission

	4561, 4562, 4563, 5284	DSS Evidence documentation and support	and metrics needed to prepare for the Certification Review with CMS/MITRE. Includes advance preparation support, presentation support, and follow-up responses to CMS provided to the Agency before, during, and following the CR for SUR/MAR/DSS culminating in Certification approval from CMS.	start <b>implementation</b> of <i>certification</i>	
--	------------------------------	--	---	---	--

**11. Section II. Scope of Work, Sub-Section I.6 - Enterprise and General Services – Certification Management, Certification Requirements, Changed as follows:**

*Revised As: Requirement 6465 has been added in its' entirety:*

6465	<i>The Contractor shall complete and submit the Alabama Operational Report Workbook for the module solution to the Agency, for submission to CMS, for the term of the contract.</i>
------	---

*Revised As: Requirement 6467 has been added in its' entirety:*

6467	<i>The Contractor shall be responsible for developing all ongoing CMS operational reporting and any additional certification support requested by CMS or the Agency for the term of the contract.</i>
------	---

**12. Section II. Scope of Work, Sub-Section C.7 – Contract Startup – Deliverable Management, Changed as follows:**

*Currently Reads As:*

The Vendor's proposal response must define a clear scope and requirements specific to a deliverable, including the acceptance criteria for the final deliverables. The Vendor's proposal response must include the following:

- Objective/purpose
- Required scope/definition of the deliverable

- Roles and responsibilities
- Timeframe expectations
- Delivery dependencies
- Quality Management requirement
- Acceptance criteria
- Formatting or other special delivery needs
- Sample Table of Contents

Revised As:

The Vendor’s proposal response must describe a clear, ~~scope and requirements specific to a deliverable,~~ *comprehensive, approach to deliverable management*, including the acceptance criteria for the final deliverables. The Vendor’s ~~proposal response~~ *proposed approach* must include the following:

- Objective/purpose
- Required scope/definition of the deliverable
- Roles and responsibilities
- Timeframe expectations
- Delivery dependencies
- Quality Management requirement
- Acceptance criteria
- Formatting or other special delivery needs
- Sample Table of Contents

**13. Section II. Scope of Work, Sub-Section C.8 – Contract Startup – Narrative Questions, Changed as follows:**

Revised As: Question 54 has been added in its’ entirety:

*Q-54 Describe your approach to Deliverable Management.*

**14. Section VI.S – Submission Requirements, Submission of Proposals, Changed as follows:**

Currently Reads As:

**S. Submission of Proposals**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP Number: 2022-EDS-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

Revised As:

**S. Submission of Proposals**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP Number: 202~~2~~3-EDS-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the



responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events

**15. Procurement Library Updates – Changes as follows:**

~~PL20\_FY2021 MMIS Stats has been removed~~  
PL20\_FY2022 MMIS Stats has been posted  
PL09\_MES Technical Reference Architecture has been posted  
PL10\_AMMP Roadmap has been posted  
PL29\_Master Project Schedule Template has been posted

**16. Appendix E. Requirements Response Matrix – Replaced as follows:**

Original Posted File (Name):

The original posted file *Appendix\_E\_AMMP\_EDS\_Services\_Requirements\_Response\_Matrix (RRM).xls* has been removed in its entirety.

Replaced File (Name):

File *Appendix\_E\_AMMP\_EDS\_Services\_RFP\_Requirements\_Response\_Matrix\_A-3REV2.xls* has been posted and replaced.

**17. Section II.D.5 Scope of Work, EDS Architecture – Narrative Questions, and Section II.I.16 – Scope of Work, Enterprise and General Services - Narrative Questions, changed as follows:**

Question 15 has been removed from Section II.D.5 – Enterprise Architecture – Narrative Questions in its' entirety:

~~Q-15 Describe your experience with adherence to NIST and other State and Federal security requirements~~

Question 15 has been added to Section II.I.16 Scope of Work, Enterprise and General Services – Narrative Questions:

*Q-15 Describe your experience with adherence to NIST and other State and Federal security requirements.*

**18. Section VIII. General Terms and Conditions, Subsection NN – Software and Ownership changed as follows:**

Currently reads as:

**NN. Software and Ownership**

In accordance with Federal regulations, if the AMA is using CMS enhanced funding for COTS configuration or customization, those elements become subject to existing regulation at 45 CFR §96.617 regarding State and Federal ownership and royalty-free licensing. This regulation for royalty-free, non-

exclusive, and irrevocable license to software applies only to software related to the customization and configuration of a COTS product for State use and does not apply to the core product.

The Contractor agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Products discovered, created, or developed under this contract shall, upon payment therefore according to the mutually agreed upon milestone payment schedule and fixed payments, thereafter be and remain the sole property of the State and its assignees, except as specifically set forth in writing and signed by both AMA and Contractor. The Contractor agrees that the State shall have all rights with respect to any Work Product discovered, created, or developed under this contract without regard to the origin of the Work Product.

Additionally, in all instances, the State of Alabama owns any software designed, developed, installed, or enhanced with 90 % Federal Financial Participation (FFP). Upon payment as stated above, CMS has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal government purposes, software, modifications to software, and documentation that is designed developed, installed, or enhanced with 90% FFP.

The Contractor shall obtain for Medicaid any necessary licenses for all commercial software not owned by the Contractor that is necessary for the performance of the duties and obligations expressed in this agreement. HHS reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to do so, such software, modifications, and documentation.

Revised as:

## **NN. Software and Ownership**

In accordance with Federal regulations, if the AMA is using CMS enhanced funding for COTS configuration or customization, those elements become subject to existing regulation at 45 CFR §96.617 regarding State and Federal ownership and royalty-free licensing. This regulation for royalty-free, non-exclusive, and irrevocable license to software applies only to software related to the customization and configuration of a COTS product for State use and does not apply to the core product.

The Contractor agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Products discovered, created, or developed under this contract shall, upon payment therefore according to the mutually agreed upon milestone payment schedule and fixed payments, thereafter be and remain the sole property of the State and its assignees, except as specifically set forth in writing and signed by both AMA and Contractor. The Contractor agrees that the State shall have all rights with respect to any Work Product discovered, created, or developed under this contract without regard to the origin of the Work Product. *Work product is defined as any output of a project created by the vendor due, in whole or in part, to its contractual relationship with the AMA. This includes, but is not limited to, tangible items such as deliverables required under the RFP and intangible items such as presentations, applications, databases, data, intellectual property, or any other items, whether tangible or not, which is created by the contractor during the contracting period to carry out the contract.*

Additionally, in all instances, the State of Alabama owns any software designed, developed, installed, or enhanced with 90 % Federal Financial Participation (FFP). Upon payment as stated above, CMS has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize

others to use for Federal government purposes, software, modifications to software, and documentation that is designed developed, installed, or enhanced with 90% FFP.

The Contractor shall obtain for Medicaid any necessary licenses for all commercial software not owned by the Contractor that is necessary for the performance of the duties and obligations expressed in this agreement. HHS reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to do so, such software, modifications, and documentation.

I hereby acknowledge the receipt of Amendment 1 to *RFP 2023-EDS-01*.

\_\_\_\_\_  
Authorized [Proposer/Vendor] Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Proposer/Vendor] Organization