

Amendment 2 to RFP Number: 2013-CMFD-01

Paragraph 7, page 8 is revised to read, “The Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the total evaluated price listed on Attachment I – Price Proposal Sheet, Pricing Schedule D.

All proposals must state a total evaluated price for the services described. The projected implementation date of the contract is June 1, 2014.”

Schedule of Events, page 3 is revised as follows:

Section B. Schedule of Events

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates and will be impacted by the number of proposals received. The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at www.medicaid.alabama.gov.

RFP Issued	10/7/2013
Mandatory Pre-proposal Conference (Pre-registration required. Complete registration form (Attachment J) and return via email to the Project Director by 10/21/2013)	10/28/2013 - 1:00 p.m. – 3:00 p.m. State of Alabama Division of Purchasing RSA Union Building 100 N. Union Street Suite 192 Montgomery, AL 36130
Answers to Questions Posted As Available	10/14/2013 – 11/15/2013
Final Posting of Questions and Answers	11/22/2013
Data Analysis and Proposal Due by 5:00 p.m. CT	2/28/2014
Evaluation Period	3/3/2014 – 4/14/2014
* Oral Presentation	4/2/2014 – 4/4/2014
**Contract Award Notification	4/21/2014
***Contract Review Committee	5/2014
Official Contract Award/Begin Work	6/1/2014***

* Vendors may be asked to make oral presentations as part of the evaluation process on this date.

* *Contingent upon approval from CMS.

* * *By State law, this contract must be reviewed by the Legislative Contract Review Oversight Committee. The Committee meets monthly and can, at its discretion, hold a contract for up to forty-five (45) days. The “Vendor Begins Work” date above may be impacted by the timing of the contract submission to the Committee for review and/or by action of the Committee itself.

Revisions to Section C.13. Ownership are highlighted below.

Should the Agency elect to purchase software rather than opting for a cloud based or leased solution, the State of Alabama shall have all rights of ownership in software, any modifications thereof, and all associated documentation designed, developed, or enhanced by the Vendor for the System in the performance of its duties under this agreement. The Vendor shall obtain for the Agency any necessary licenses for all commercial or proprietary software not owned by the Vendor that are necessary for the performance of the duties and obligations expressed in this agreement. The Agency shall be provided with a working electronic copy of the software (including all databases, objects and source code) with the right to modify it as necessary to support the business needs of the Agency.

The rights of the Agency shall not include third party proprietary operating software packages (e.g. WORD, EXCEL, Adobe, etc.) which are provided at established catalog or market prices and sold or leased to the general public ("Third Party COTS Software"). All Intellectual Property and ownership rights in Third Party COTS Software shall remain with the independent software proprietary owner. The Vendor shall pass through to the State licenses for all Third party COTS Software pursuant to the Vendor's standard license agreement.

The Vendor may use the work product produced as a result of this RFP or related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of Vendor's business. The Agency reserves the right to use any and all ideas presented in a Vendor's Proposal unless Vendor presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its Proposal. Vendor may not object to the use of ideas that are not the Vendor's intellectual property and so designated in the proposal that: (1) were known to the Agency before the submission of the proposal, (2) were in the public domain through no fault of the Agency, or (3) became properly known to the Agency after proposal submission through other sources or through acceptance of the proposal.

Other than the work product produced as a result of this RFP or Third Party COTS Software, Vendor shall have and maintain title and ownership to any software, tools, and methodologies existing prior to commencement of the work, or developed outside the scope of the Contract, that are proprietary to the Vendor or to third parties, including Intellectual Property rights therein and together with any enhancements and/or modifications thereto, whether or not embedded in, delivered or operating in conjunction with Contract Work Product, Third Party COTS Software, or hardware.