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22 Feb 07  
**Addendum #7 (Revised)**

**RFQ / RFP # 7002823**

**Title: Medicaid Management Information System – MMIS Choices**

**Submission Deadline: EXTENDED to 16 March 07 @ 2:00 PM (EST)**

- The Division of Purchases has extended the submission deadline to March 16, 2007. Potential bidders will be allowed to present emailed questions, in MicroSoft Word format, to the Division of Purchasing no later than March 1, 2007 @ Noon (Eastern Time). **Send your questions to [questions@purchasing.state.ri.us](mailto:questions@purchasing.state.ri.us). Please reference the RFP # on all communications.**

The following sets forth the changes made to the RFP:

**1. Data Center Location and Operations Facility Locations.**

Section 4.1.3 (7) of the RFP will be replaced with the following:

The State prefers that the local applications/data hosting facility (“Data Center”) be located in Rhode Island; however, bidders may propose locating the Data Center anywhere in the continental United States. Please note that the State does not have any objection to vendors proposing hosting services at the State’s Data Center currently located in Johnston, Rhode Island.

The State prefers that the Operations Center be located within 10 miles from its office at 600 New London Avenue, Cranston, Rhode Island; however, bidders may propose locating the Operations Center outside of the aforementioned radius.

The proposal must include a schedule for establishing the opening of both the Data Center and Operations Center in order to achieve the State's goals and objectives set forth in this RFP.

This requirement will be considered during the evaluation of cost proposals.

2. **Ownership.**

The following will replace Section 9.3.28 of the RFP in its entirety:

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, used or obtained by Contractor in performance of the contract, including but not limited to, all hardware, software computer programs, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to: (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State government purposes, and (2) receive delivery of such State Property upon 30 days notice by the State throughout the term of the contract and including 90 days thereafter. To be clear, with respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or any subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, software computer programs and/or source code, modifications, and documentation developed and/or obtained pursuant to this contract. Proprietary software that is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provision of this section. The Contractor shall obtain for the State any necessary licenses for all commercial or proprietary software not owned by the Contractor that is necessary for the performance of this contract.

In addition to the above, the vendor shall deliver to the State on a quarterly basis, in a form acceptable to the State, any and all in process software source code for all software computer programs developed under this contract. Specifically, the delivery of source code shall be within ten (10) days from the end of each calendar quarter starting from the date the purchase order is issued by the Division of Purchases.

This ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. Any and all State Property or information deemed owned by the State pursuant to this section shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the State.

3. **Technology Errors and Omissions Insurance.**

The following provision is to be included in Section 9.2.15 (4) of the RFP:

Technology Errors and Omissions insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate with terms and conditions satisfactory to the State. The State Purchasing Agent has the right to change or waive this requirement. The policy should cover at least the following technology based services: design, review, analysis, development, installation, maintenance, or consultation in connection with computer software, computer and data networks, computer facilities management, computer maintenance, computer and electronic repair, computer programming, electronic data processing, information management, and computer system integration and Internet websites for others.

4. **Continuity of Services.**

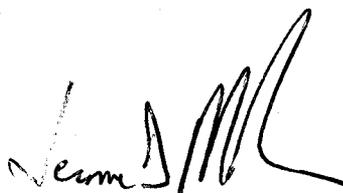
A new Section 9.3.40 is added to the RFP as follows:

Services under this RFP are extremely important to the State of Rhode Island and must be continued without interruption and that, upon contract expiration or termination, a successor, whether a governmental agency or a private entity, may continue them. During any transition of services from the vendor to another party upon contract termination, expiration or otherwise, the vendor agrees to perform, at no additional cost to the State, as directed by the State in good faith to transition services under this RFP without interruption.

5. **Audited Financial Statements.**

A new Section 9.3.41 is added to the RFP as follows:

All bidders must submit the two (2) most recent audited financial statements certified by an independent certified public accountant. Upon contract award, the winning bidder shall annually provide the State with audited financial statements certified by an independent certified public accountant.



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