

**DHMSM Draft RFP #3 - UPDATE Questions and Responses Matrix  
(August 22, 2014)**

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| 2232 | <p>The Enterprise Hosting Template (Attachment 24) appears to be based on current, published DISA FY2015 service catalog rates, yet the pricing estimates generated by this worksheet are extended through Year 10. Clearly, the rates, as well as the DISA offered services will evolve over the course of a 10 year period. Will the Government inflate outyear costs for the purposes of the adjusting offeror price proposals? Also, within this template, how can industry plan for, or implement, enhancements to the supporting EHR technology or infrastructure (e.g. to take advantage of new technologies and services, and their associated efficiencies, such as DISA Cloud Computing offerings that are not included in the template)?</p> | <p>The Government is providing the Tier 1 hosting solution in accordance with an updated DHMSM Data Communications Network and Enterprise Services Infrastructure Framework, available in the Technical Data Repository as part of the final RFP. The Tier 1 portion of Attachment 24, Enterprise Hosting Template is for evaluation purposes only and is intended to help the Government understand a rough order of magnitude of the hosting services/costs it will incur to host the EHR solution. The Government will use the value calculated in Attachment 24, without inflation, to adjust the Offerors' proposals. The Offeror is not required to propose any future enhancements for Tier 1 hosting. For the remaining Tiers, the Offeror must propose in accordance with Sub-factor 2.2 in Sections L &amp; M of the final RFP.</p> |

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| 2233 | <p>A number of available DISA hosting services (currently available from DISA and in the FY2015 service catalog) are NOT included in the Tier 1 Enterprise (Hosted) Template. A number of these "missing" services may be required by a particular offeror's solution, e.g. to meet requirements or to provide a more efficient and cost effective operation. For example, DISA offers 7 X 24 Application Support and 7 X 24 Database Support services. Given the DHMSM performance and availability requirements, these 7 X 24 support services will likely be required, depending upon the offeror's proposed sustainment Concept of Operations (CONOPS). Failure to include all available hosting services within the template may result in inaccurate cost adjustments. For example, the current template does not address the following DISA hosting services:</p> <ul style="list-style-type: none"> <li>- 7 X 24 Services (Application and Database)</li> <li>- Disaster Recovery/Failover/COOP</li> <li>- Use of MilCloud Virtual Data Center (VDC) capabilities</li> <li>- Tier 2 Basic Local Service (Storage)</li> <li>- Server Operational Local and Remote (Storage)</li> <li>- Monitoring Servicea (e.g. continuous monitoring)</li> <li>- Capacity Planning Services</li> </ul> | <p>The Government is providing the Tier 1 hosting solution in accordance with an updated DHMSM Data Communications Network and Enterprise Services Infrastructure Framework, available in the Technical Data Repository as part of the final RFP. The Tier 1 portion of Attachment 24, Enterprise Hosting Template is for evaluation purposes only and is intended to help the Government understand a rough order of magnitude of the hosting services/costs it will incur to host the EHR solution. The Government has focused the evaluation on the elements it determined to be the most critical cost drivers only.</p> |

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| 2234 | <p>If an offeror's solution is based on use of virtualized server OEs (Fully or Partially), the data required to develop an appropriate price adjustment will be different than for configurations based solely on "bare-metal" server configurations (which are based generally priced based on the number of x86 or non-x86 sockets and the Server "Level" as defined by DISA). While the DISA service catalog is based on the Operating Environment (OE) and socket-based rules for estimating server monthly costs, DISA typically requires additional information (beyond the number of OEs and the Level) for estimating the cost for Virtual OEs. If it is the Government's intention to adjust offeror's costs based on a Government estimate of DISA hosting and capacity services costs, additional information will be required from offerors including, whether the proposed OEs are Virtual or Physical (Bare Metal), as well as the number of vCPUs (Cores) needed per virtual OE and the amount of RAM that is required for each virtual server OE.</p> | <p>The Government is providing the Tier 1 hosting solution in accordance with an updated DHMSM Data Communications Network and Enterprise Services Infrastructure Framework, available in the Technical Data Repository as part of the final RFP. The Tier 1 portion of Attachment 24, Enterprise Hosting Template is for evaluation purposes only and is intended to help the Government understand a rough order of magnitude of the hosting services/costs it will incur to host the EHR solution. The Government has focused the evaluation on the elements it determined to be the most critical cost drivers only. For Tiers other than Tier 1, the Offeror must propose in accordance with Sub-factor 2.2 in Sections L&amp;M of the final RFP.</p> |
| 2235 | <p>DISA Database Software and Database Administration Services are currently available only for Oracle. These services are not available for solutions based on alternative database technologies (DB2, Cache', No-SQL Databases). In these cases, an offeror would be required to provide these services separately from their enterprise hosting costs.</p> <p>Do offeror's have the option to propose or not propose use of DISA's Database Software and Database Administration services? Certainly these services will be N/A if Oracle is not the selected database solution.</p>  | <p>The Government is providing the Tier 1 hosting solution in accordance with an updated DHMSM Data Communications Network and Enterprise Services Infrastructure Framework, available in the Technical Data Repository as part of the final RFP. The Tier 1 portion of Attachment 24, Enterprise Hosting Template is for evaluation purposes only and is intended to help the Government understand a rough order of magnitude of the hosting services/costs it will incur to host the EHR solution. For Tiers other than Tier 1, other databases/services may be proposed as long as they meet the requirements of the RFP.</p>  |

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| 2236 | Will industry be allowed to propose use DISA MilCloud services instead of, or in addition to traditional DISA enterprise hosting and capacity services?   | The Offeror is not required to propose a solution for Tier 1 hosting services. The Government is providing the Tier 1 hosting solution in accordance with an updated DHMSM Data Communications Network and Enterprise Services Infrastructure Framework, available in the Technical Data Repository as part of the final RFP. The Offeror is required to propose how its EHR solution would be hosted in the Government-provided Tier 1 environment. For all other Tiers, the Offeror may propose any solution which meets the requirements of the RFP.  |
| 2237 | Under current DISA policy, compliance with the DISA Core Data Center (CDC) architecture, and DISA Capacity Services are mandatory (unless other arrangements have been made with DISA). Is use of DISA Hardware (Servers, Storage, Networks) REQUIRED for all Tier 1 Enterprise Hosting infrastructure?   | The Offeror is not required to propose a solution for Tier 1 hosting services. The Offeror is required to propose how its EHR System would be hosted in the Government-provided Tier 1 environment, by utilizing Attachment 24, Enterprise Hosting Template.   |
| 2238 | The template does not specifically require inclusion of Disaster Recovery or failover server, storage, and network components to implement the proposed DR/COOP/Failover solution. It is assumed that the OE, Storage, and Services added to this template by offers must include all required hardware (OEs, Storage, Network Infrastructure. etc.) including Disaster Recovery, COOP, and Failover infrastructure and services? | The Offerors shall include in the template ALL required hardware (OEs, Storage, Network Infrastructure. etc.) to include Disaster Recovery, COOP, and Failover infrastructure and services. The Government is providing the Tier 1 hosting solution in accordance with an updated DHMSM Data Communications Network and Enterprise Services Infrastructure Framework, available in the Technical Data Repository as part of the final RFP. For all other Tiers, the Offeror may propose any solution which meets the requirements of the RFP including the Disaster Recovery, COOP, and Failover Infrastructure requirements in Attachment 2, Government Requirements Traceability Matrix. |

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| 2239 | The tab entitled "Tier 1 - Service Descriptions", Row 19 provides cost information for maintenance of the Oracle DBMS. How can bidders enter costs for other DBMSs, e.g., Microsoft SQL?  | The Government is providing the Tier 1 hosting solution in accordance with an updated DHMSM Data Communications Network and Enterprise Services Infrastructure Framework, available in the Technical Data Repository as part of the final RFP. The Tier 1 portion of Attachment 24, Enterprise Hosting Template is for evaluation purposes only and is intended to help the Government understand a rough order of magnitude of the hosting services/costs it will incur to host the EHR solution. For Tiers other than Tier 1, other databases/services may be proposed as long as they meet the requirements of the RFP. |
| 2240 | Please define the items you wish to interface with ABACUS   | The DHMSM Interface requirements are listed in Attachment 2, Government Requirements Traceability Matrix. Additional information about the ABACUS interface may be found in the DHMSM Interface Strategy provided in the Technical Data Repository.  |
| 2241 | OT&E phase three scope should be an entire physical location, not a subset of patients in a physical location.  | Your comment has been noted.   |
| 2242 | The DHMSM IP License Agreement defines SNLR to include the Government's right to distribute the DHMSM IP outside of the Government, but does not specify that recipients would be required to sign an NDA prior to disclosure. The omission of this requirement from the definition of SNLR appears to conflict with the Government's representation at 7.2 that it will require NDAs prior to such disclosure. | Clause H-8 DHMSM IP License Agreement will be updated to include the phrase "Subject to the terms of this Agreement" at the beginning of 2.2.7.ii. in the final RFP.   |
| 2243 | What information will be required for the Software Licensing Disclosure referenced in Sub-factor 2.3(3)?  | Attachment 3, Software Licensing Disclosure will be provided as part of the final RFP.   |

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| 2244 | The DHMSM IP License Agreement includes an obligation to indemnify the Government for third party infringement claims.  | Clause H-8 DHMSM IP License Agreement will be updated in the final RFP to include a new 7.1.4 stating: "CONTRACTOR has no obligation to defend or indemnify GOVERNMENT against any claim arising from or related to: (1) DHMSM IP that has been altered by the Government or another contractor after delivery by the CONTRACTOR; and (2) use of the DHMSM IP in combination with other hardware or software, when the claim is based on the combination." |
| 2245 | The RFP states that the Government needs broad rights with respect to commercial data or items associated with training in order to accomplish its stated objectives. The DHMSM IP License Agreement classifies the DHMSM IP associated with training as OMIT IP, thereby giving the Government unlimited rights to such training IP. | While clause H-8 DHMSM IP License Agreement classifies DHMSM IP associated with training as OMIT, clause H-8 only grants the Government Specifically Negotiated License Rights as defined in the clause.   |
| 2246 | Update states that the offeror shall provide a summary and overview of all scan data and the configuration used for the tool instead of raw scan data in the previous version. Is there a format that needs to be adhered to for the summary and overview scans?  | There is no prescribed format. The Offerors must provide all information required by Section L.  |
| 2247 | Section L, SF 2.2, Integrated Master Schedule, item (2) is vague and/or silent on the delivery format for the Integrated Master Schedule (IMS). Will the Government please confirm that MS Project 2010 is the designated format for the IMS Submission?  | There is no prescribed format. The Offerors must provide all information required by Section L.  |

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| 2248 | As currently prescribed, the 1.x and 2.x branches of the structure are nearly identical. The exception is the Site Deployment branch under 1.10 and 2.10. Simplifying the structure to 1.x and merging in the Site Types from 2.10 to 1.10 will reduce administrative and EVMS-related efforts during program execution. The current CLIN structure provides a means to perform and manage contract costs without duplicating the structure. Will the Government consider consolidating and simplifying the WBS? | Attachment 5, Program WBS remains unchanged.   |
| 2249 | The Government has indicated that "Fold outs will not be accepted. The Government will not accept paper proposals." Even though the proposal submittal is electronic, please allow 11X17 fold out formatting of graphics, art, figures, imported charts, or tables in Volumes 1-6 for better feasibility of viewing.   | The Offeror must comply with all page size limitations as articulated in the RFP.  |
| 2250 | Automated cybersecurity scan of the entire proposed EHR system [BoS and BoB(s)] has been changed to Assured Compliance Assessment Solution (ACAS) tool from RETINA. Can the government provide the activation key for Security Center and license key for Nessus?  | The Offeror is responsible for acquiring the tool.   |
| 2251 | Will the Government reconsider the Oct 8, 2014 proposal due date and replace with at least a 90 day proposal period from RFP release?  | Offerors have effectively been in possession of the Government's final requirement since draft RFP 3, provided on 12 June 2014, as stated in the Program Manager's cover letter. While some targeted revisions were made as part of the change pages released on 8 August 2014, those changes do not justify doubling the time for proposal submissions. The Government's final position on the proposal submission period will be articulated in the final RFP. |

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| 2252 | Will the Government provide not less than 90 days to respond to the RFP to enable offerors to complete negotiations of the Specifically Negotiated License Rights (SNLR) with software vendors?  | Offerors have effectively been in possession of the Government's final requirement since draft RFP 3, provided on 12 June 2014, as stated in the Program Manager's cover letter. While some targeted revisions were made as part of the change pages released on 8 August 2014, those changes do not justify doubling the time for proposal submissions. The Government's final position on the proposal submission period will be articulated in the final RFP. |
| 2253 | The Government's request for Specifically Negotiated License Rights (SNLR) continues to cause concern with the commercial software product vendors. Will the Government consider revising the Section M price adjustment to specifically include only non-commercial software? | Your comment has been noted.   |
| 2254 | Please validate that "DHMSM purposes" as defined in the H-8 does not include reprourement?   | DHMSM purposes does not include "reprocurement" of the EHR System as a whole, but it does include the competitive reprourement of the aspects of the system that involve DHMSM IP as the Government accomplishes the sustainment of the EHR System throughout its lifecycle.   |
| 2255 | Is there a H-7 or is this clause "reserved"?   | There will be a clause H-7 in the final RFP.   |

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| 2256 | Given the lack clear information provided to offeror on interfaces and technical specifications, the Government should consider allowing offerors to assert reasonable assumptions w/o risk of ineligibility.  | Your comment has been noted. Instructions about assumptions for pricing purposes were provided in draft RFP 3 in Section L under Factor 6. Please note the language stating: "The BOE shall explain the rationale behind all costs presented, choices made, assumptions used, etc. Offerors are reminded of provision L-8(d). To that end, it is highly recommended that offerors include a declarative statement in the BOE that any assumptions contained in the proposal are provided to explain how the offeror developed its proposed pricing and are not intended to be an exception or qualification to the solicitation's requirements." |
| 2257 | In H-3 POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON COMMERCIAL TECHNICAL DATA AND COMMERCIAL COMPUTER SOFTWARE paragraph (c ) Copies of Commercial Licenses states that the Contractor shall provide copies of all commercial license(s) so that government can ensure they meet the Government program's user needs. The Government should be aware that commercial SW suppliers may not be willing to execute a definitive license with the Contractor or the Government in advance of being compensated for the procurement of their product. | In accordance with DFARS §227.7202-1, Policy, the Government must review the commercial computer software licenses for consistency with federal procurement law and to ensure that the license terms meet the user needs. To do this, the Government needs a copy of the license. The license does not necessarily have to be executed prior to review by the Government. However, the Government cannot and will not accept delivery of commercial computer software with an executed license with terms that are materially different from the reviewed terms incorporated in the contract.  |
| 2258 | In H-8 DHMSM IP License Agreement paragraph 7.1.3 states that "...GOVERNMENT promptly notifies HP in writing of the alleged claim;" Can the bidders assume that the reference to "HP" is an error and should be "CONTRACTOR?"  | Clause H-8 DHMSM IP License Agreement will be updated in the final RFP.  |

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| 2259 | Under Section L-8 Submission of Proposals Factor 5: Small Business Participation & Subcontracting Plan paragraph (4) the minimum subcontracting goals are identified. The paragraph also states that "percentages shown in (i) above is the percentage of the total contract value; the percentages shown in (ii) through (vi) are percentages of (i)." Is this to be interpreted that the lower-level socio economic goals (SDB, WOSB, HUBZone, SDVOSB and VOSB) are percentages only of dollars spent with small businesses, or are they a percentage of the total contract value? | The percentages shown in (ii) through (vi) are percentages of the dollars subcontracted to small business.  |
| 2260 | Attachment J: 4-4 DHMSM Interface Strategy and the H-8 clause, would apparently grant the Government the right to modify medical device interfaces, which would present significant risk to patient safety. If the Government desires to obtain the source code licenses for COTS systems and the associated Intellectual Property, will the Government indemnify the contractor from any patient safety claims arising from the modification of medical device interfaces?  | The Government cannot indemnify a private party in advance of an appropriation. Such an action would be a violation of the Anti-Deficiency Act. However, clause H-8 DHMSM IP License Agreement will be updated in the final RFP to include a new 7.1.4 stating: "CONTRACTOR has no obligation to defend or indemnify GOVERNMENT against any claim arising from or related to: (1) DHMSM IP that has been altered by the Government or another contractor after delivery by the CONTRACTOR; and (2) use of the DHMSM IP in combination with other hardware or software, when the claim is based on the combination." |
| 2261 | Can you identify the Designated Approving Authority (DAA) and Certification Authority (CA)?  | Currently, though subject to change, the Certifying Authority will be an individual within the Assessment Branch under DHA Health Information Technology (HIT) and the Designated Approving Authority will be either the DHA CIO or Dep. PEO DHMS.  |