



**Agency of Human Services**

*Health & Human Services Enterprise (HSE)*

*Portfolio Management Office*

208 Hurricane Lane, Suite 103

Williston, VT 05495

<http://ahs.vermont.gov/>

**SEALED BID  
REQUEST FOR PROPOSAL**

**FOR Enterprise Architecture Consulting Services for  
Health & Human Services Enterprise (HSE)**

Procurement Schedule	
RFP Release Date	October 28, 2015
Letter of Intent Due	November 6, 2015
Bidders' Questions Due	November 13, 2015 4:30PM
Responses to Bidders' Questions are Posted	November 20, 2015
Bidders' Conference	December 4, 2015
Proposals Due/Closing Date	December 18, 2015 3:00PM
Bid Opening	December 18, 2015 3:00PM
Anticipated Contract Start Date	April 1, 2016

**LOCATION OF BID OPENING:** 10 Baldwin Street Montpelier, VT 05633

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<http://www.vermontbidsystem.com>

<http://bgs.vermont.gov/purchasing/bids>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://www.vermontbidsystem.com> and <http://bgs.vermont.gov/purchasing/bids>.**

**FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.**

**PURCHASING AGENT:** Stephen Fazekas

**TELEPHONE:** (802) 828-2210

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## 1.0 General Information

### 1.1 Introduction

The Agency of Human Services (hereinafter AHS) is seeking to establish a service agreement with a vendor to provide enterprise architecture consulting, and ad hoc research specific to the design, development and implementation of the Health and Human Services Enterprise Platform (HSEP) and related programs.

The selected vendor will provide analysis, technical and management guidance related to cross-program issues encountered in the design, development and implementation (DDI) period of the key HSE program. These are the Medicaid Management Information Systems (MMIS) Program, Integrated Eligibility (IE) Program, and Health Information Exchange (HIE) / Health Information Technology (HIT) Program, as well as enhancements to the Vermont Health Connect (VHC) Program. All of these program have interdependencies and further rely upon a set of shared services and functionality which collectively comprise the HSE “Platform” (HSEP).

Through this procurement, AHS will benefit from improved decision making related to the sequencing and timing of HSE Platform buildout and migration, as well as from improved technology selection and configuration decision making. Augmenting the HSE Enterprise Architecture capability in this regard will improve the overall effectiveness of spending of State and Federal funds by eliminating potential duplication of development efforts by the several DDI vendors involved and by minimizing implementation delays and associated costs which may be otherwise encountered by incorrect sequencing of shared service development and deployment.

This RFP details Proposal submission requirements, Proposal evaluation process and methodology, and the required Scope of Work (“SOW”).

If a suitable Proposal is selected in response to this RFP, the AHS may enter into a contract (“Contract”) to have the selected Vendor (“Bidder” or “Vendor”) perform all or part of the SOW.

### 1.2 Sole point of contact

All communications concerning this RFP will contain the Name and RFP Number in the subject line and must be addressed in writing to the attention of:

Stephen Fazekas, Technology Procurement Administrator

**Office of Purchasing & Contracting**

[Stephen.Fazekas@vermont.gov](mailto:Stephen.Fazekas@vermont.gov)

Stephen Fazekas is the sole contact for this RFP. Contact with any other State personnel or attempts by Vendors to contact any other State personnel may result in the rejection of their Proposal.

### 1.3 Procurement Schedule

The following Table 1 documents the critical pre-award events for the procurement and anticipated Contract start date. All dates are subject to change at the discretion of AHS.

**Table 1. Procurement Schedule**

Procurement Schedule	
<b>RFP Release Date</b>	October 28, 2015
<b>Letter of Intent Due</b>	November 6, 2015
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<b>Anticipated Contract Start Date</b>	April 1, 2016

### 1.4 Health and Human Services Enterprise (HSE) Portfolio Overview

The Health and Human Services Enterprise (HSE) is a multi-year, multi-phased portfolio of Programs that reshapes and enhances business processes, improves public/private sector partnerships, optimizes utilization of information, modernizes the Information Technology (IT) environment, and results in an end-to-end transformation of the person-centric experience (i.e., model of practice). Impacted stakeholders are: Vermonters, health and human service providers; employees, specifically those employed by the Agency of Human Services (AHS); and other parties such as contractors, advocates, etc.

**Figure 1. HSE Vision and Mission Statement**

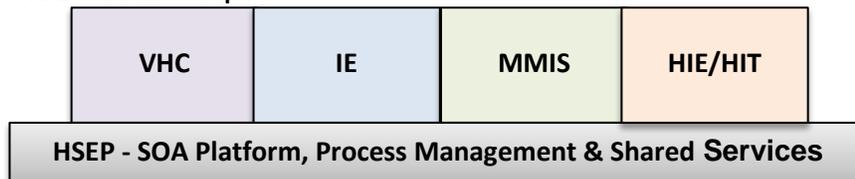
<p><b><i>Our vision is that,</i></b>  <i>Vermont is at the forefront of health and human service delivery to ensure the well-being of all Vermonters.</i></p> <p><b><i>Our mission is to,</i></b>  <i>Holistically address Vermonters' needs by creating a person-centric system that streamlines management and access to health and human services.</i></p>
---

The HSE is predicated on providing Vermonters with improved access to their personal data in a secure, timely and effective manner, resulting in solutions that improve life situations and promote positive outcomes while enhancing access to benefits and services. The HSE strategy is to create the future state of business processes, invest in new and upgraded IT solutions that serve current needs, while being positioned to continually evolve the Enterprise. As such, the HSE represents a holistic approach to health and human services system innovation.

The HSE is managed in the operational planning document known as the Vermont Health Information Technology Plan (VHITP) available in the Procurement Library. The HSE consists of the: Vermont Health Connect (VHC), Vermont’s state-based marketplace; Eligibility and Enrollment Solution referred to Integrated Eligibility (IE); Medicaid Management Information System (MMIS), and the State Medicaid Health Information Technology Plan (SMHP) - HIE/HIT. These strategic solutions are incrementally deployed using Vermont’s new Service-Oriented Architecture (SOA) which allows for a modular, flexible, interoperable and learning computing environment leveraging shared services, common technology, and detailed information. The new environment is designed consistent with the Centers for Medicare and Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA) and Seven Standards & Conditions to meet the goals of increasing electronic commerce and transitioning to a digital enterprise. A key concept to the enterprise approach is the optimization of the integration of health and human services as allowable under the A-87 Exception pursuant to Federal Policy Guidelines.

As depicted in Figure 2, the HSE is a combination of Programs (VHC, IE, MMIS, HIE/HIT) that rely upon a Services Oriented Architecture (SOA), elements of which are implemented as common, shared services and processes. This approach is consistent with best practices and Federal guidance requiring asset reuse where possible in order to improve the value obtained from the financial investment made.

**Figure 2. HSE Portfolio: Scope**



The HSE portfolio initiatives, supported across programs by the HSEP functionality, will enable the Agency of Human Services (AHS) “Agency of One” vision to come to fruition. Whether helping a family access health care or child care, protecting a young child from abuse, supporting youth and adults through addiction and recovery, providing essential health promotion and disease prevention services, reaching out to elder Vermonters in need of at-home or nursing home assistance, enabling individuals with disabilities to have greater independence, or supporting victims and rehabilitating offenders, AHS provides support to many Vermonters and seeks to assist all Vermonters in accessing applicable services. The “Agency of

One” vision focuses on securely sharing any and all applicable data in a timely and effective manner while comporting with all relevant privacy requirements in order to ensure:

- Vermonters receive the services critical to their success and identify additional supports that will help them prosper
- Cross-departmental referrals and awareness – “no wrong door” for Vermonters
- Policy and Public Health efforts have necessary data for program analysis and program service coordination

The HSE foundation is a person-centric system of practice where the “person” is at the focal point in conjunction with the “Triple Aim” - improving the care experience, improving the health of the population, and reducing the cost of care. The overall cost is offset by overall savings from an improved delivery model; Vermont has already seen some early results, based on the Blueprint experience available at: <http://hcr.vermont.gov/blueprint> , and the (Medicaid) Vermont Chronic Care Initiative (VCCI) available at: <http://dvha.vermont.gov/providers/vermont-chronic-care-initiative-vcci> , with data indicating fewer hospital readmissions and fewer emergency room visits.

**Figure 3. HSE Core Values**

<p style="text-align: center;"><b><i>We serve Vermonters.</i></b></p> <p style="text-align: center;"><i>We put Vermonters health and well-being at the forefront of all efforts because we are Vermonters too.</i></p>
<p style="text-align: center;"><b><i>We are a Team.</i></b></p> <p style="text-align: center;"><i>We collaborate across departments because we know the value of getting health and human services right.</i></p>
<p style="text-align: center;"><b><i>We are Innovative.</i></b></p> <p style="text-align: center;"><i>We address all challenges, big or small, using our creativity and ingenuity.</i></p>
<p style="text-align: center;"><b><i>We say it Loud and Clear.</i></b></p> <p style="text-align: center;"><i>We know that our collective success relies on communication so we do it well and often.</i></p>
<p style="text-align: center;"><b><i>We are Enterprise Thinkers.</i></b></p> <p style="text-align: center;"><i>We focus on addressing all facets of Vermonters’ lives that affect health and well-being so we arrive at quality solutions faster.</i></p>
<p style="text-align: center;"><b><i>We are an Agency of One.</i></b></p> <p style="text-align: center;"><i>Our success is achieved together, and that’s the bottom line.</i></p>

Integrated investment in functional solutions and a standard computing platform is a key enabler for the AHS to adopt an *enterprise* approach, and achieve true innovation in health care for the general population. Relevant initiatives are listed in the table below.

**Table 2. HSE (HSE) Initiatives**

INITIATIVE	DESCRIPTION
<b>Health and Human Services Enterprise (HSE) Platform</b>	The HSE Platform is envisioned as a suite of shared services that are reusable across the MMIS, IE, HIE/HIT and VHC marketplace solutions.
<b>Medicaid Management Information System (MMIS)</b>	The MMIS includes a Pharmacy Benefits Manager (PBM) component (contract executed with Goold Health Systems, Inc.), a Care Management component (contract executed with EQHealth Solutions, Inc.), and the Core MMIS (RFP issued), including a Contact Center (RFP issued).
<b>Health Information Exchange/Technology (HIE/HIT)</b>	HIE/HIT is the successful transmission of accurate, up-to-date and meaningful clinical data to private and public health care providers while supporting State and State-funded agencies. HIE includes currently operating systems/solutions, some projects currently in development, and a set of new projects that need to extend and expand HIE services.
<b>Integrated Eligibility (IE)</b>	The ACCESS System is currently the “system of record” for eligibility for Medicaid, 3SquaresVT, General Assistance, Reach Up and LIHEAP. The AHS is in the procurement process for a new screening, application, eligibility determination, and enrollment system for health and human services programs, referred to as the “Integrated Eligibility - IE” System.
<b>Vermont Health Connect (VHC)</b>	The State elected to establish a State-run Health Insurance Marketplace, named Vermont Health Connect (VHC). The initiative provides eligibility determination for Medicaid (based on Modified Adjusted Gross Income MAGI) and the Children’s Health Insurance Program (CHIP), Qualified Health Plan, and additional services for non-Medicaid Marketplace activities. VHC passes all Medicaid eligibility determinations to ACCESS (IE) for use by the MMIS. Upon retirement of the ACCESS (IE) legacy system, VHC will pass these determinations to the new integrated eligibility solution.

*\*Note: Implementation Advanced Planning Documents can be found in the Procurement Library.*

### 1.4.1 HSE Platform

The HSE Platform is the foundation for building out all new functionality for programs and services to support a person/family centered model of practice. Vendors must have an understanding of the HSE Platform as this is a key architectural component for all initiatives within the HSE Portfolio as shown in Table 2 above. The HSE Platform’s infrastructure is comprised of shared components and services that offer the capabilities defined in Table 3.

**Table 3. HSE Platform Services and Capabilities**

<b>Identity Management</b>	Ensure individuals are identified across the range of roles, health and human services programs that they interact with, and have access only to information and functionality for which they are authorized
<b>Consent Management</b>	Ensure that appropriate information is shared with only individuals that are authorized and have a need to access to it

<b>Portal</b>	Provide a consistent user interface and access to information and functionality
<b>Enterprise Information Exchange (EIE)</b>	Referred to as a gateway, or service bus, which provides a standards based mechanism for integrating with and sharing information among the full range of health and human services and administrative applications
<b>Master Data Management (MDM)</b>	Includes Master Person Index, and Master Provider Index to ensure a common view and single version of the “truth” across AHS programs
<b>Rules Engine</b>	Define and manage the business rules that will drive eligibility assessments for AHS programs
<b>Eligibility Automation Foundation</b>	Provide shared functionality for eligibility screening, application and determinations services for AHS programs
<b>Content Management</b>	Allow management of and access to a wide range of information and media
<b>Analytics and Business Intelligence (BI) Tools and Repositories</b>	Create reports and dashboards to shed light on and manage current operations, and to develop analytical and predictive analyses for future planning and policy development
<b>Collaboration Capabilities</b>	These capabilities include: Service Coordination (Secure Messaging and Shared Case Notes), Client and Provider Look-Up and Query, Referral Management (Create Referral and Manage Referral), and Alerts and Notifications
<b>Universal Customer Management (UCM)</b>	Ensure individual (member) data is managed holistically. This is generally serviced by Customer Relationship Management (CRM) applications that touch multiple areas of a customer (member) activity. Services to be used include CRM 2.0 capabilities thus offering bi-directional communications and exchanges. This is the backbone of any customer management system
<b>Enterprise Content Management (ECM) and Customer Communication Management</b>	Allow for the management of structured and un-structured data across the enterprise. The customer communication management part refers to notifications constructed by the business to formally communicate with members by way of the enterprise

**Business Process  
Management (BPM)**

A SOA supported system that generates, stores, and re-uses business processes required to perform the necessary business requirements of the target solution

**1.4.2 HSE Governance**

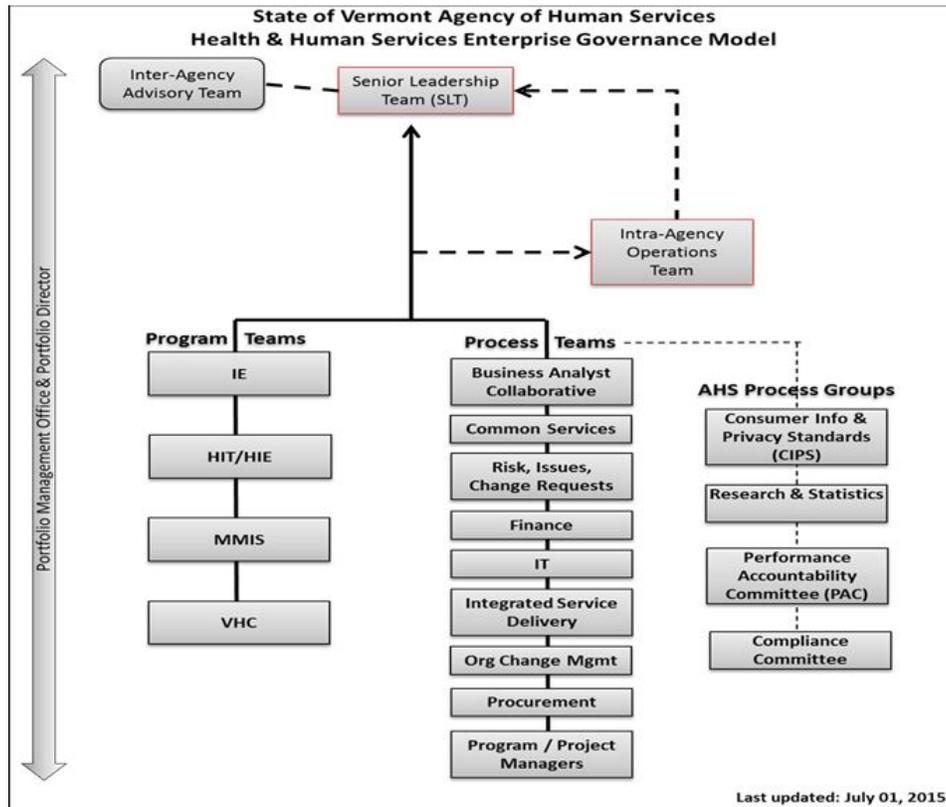
A governance structure has been established to support and administer the HSE. The HSE Portfolio Management Office (HSE PMO):

- Manages the overall portfolio
- Manages cross-program dependencies based on an enterprise perspective
- Establishes consistent processes, tools and artifacts to manage cross-program/project dependencies, funding, reuse, and processes
- Facilitates interactions throughout the Governance

The HSE Portfolio is administered by the HSE PMO which is part of the AHS Secretary's Office, with participation from the Governor's Office including , Agency of Administration (AOA), Department of Information and Innovation (DII). The HSE Portfolio is administered by AHS in partnership with the AOA including the Director of Health Care Reform, DII and the Department of Finance and Management (DFM).

The Secretary of the Agency of Human Services (AHS) is responsible for making decisions affecting the AHS and the HSE. The Secretary does so with the assistance of a HSE Senior Leadership Team (SLT) and, as necessary, upon consultation with or the advice of the HSE Inter-Agency Advisory Team (IAT) and/or the Intra-Agency Operations Team (IOT). Much of the work of HSE is conducted by Program Teams and Process Teams.

*Vendors are encouraged to review the HSE Governance documented provided in the Procurement Library.*

**Figure 4. HSE Governance Structure**


Governance ensures fidelity to the vision, goals and objectives of the HSE Portfolio, and that projects are successful in achieving intended results within budget and on schedule, and that Program delivery and the resulting products are of the highest quality.

## 1.5 Agency of Human Services (AHS) Overview

The “Agency of One” is the approach within the Agency of Human Services that enables our state staff working together with an integration focus to deliver effective client centered experiences. This is discussed in AHS’ strategic plan at: <http://humanservices.vermont.gov/strategic-plan/ahs-strategic-plan/ahs-strategic-plan/view>.

The goals of this approach include:

- **Decrease the lasting impacts of poverty** on individuals, children and families in Vermont and create pathways out of poverty
- Promote the health, well-being and safety of individuals, families and our communities

- Enhance AHS’s focus on program effectiveness, accountability for outcomes, and workforce development and engagement
- Ensure that all Vermonters have access to high quality health care

This:

- Requires Accountability: Results Based Accountability
- Emphasizes root causes, prevention & early intervention, not just symptoms
- Involves multiple organizations: AHS, State Government, Community Partners

### 1.5.1 Mission and Structure

The Agency of Human Services (AHS) is responsible for health care and human services support across the State and has the statutory responsibility for child welfare and protection, the protection of vulnerable populations, public safety, public health, public benefits, mental health and administration of Vermont’s public health insurance system. In addition, the AHS serves as the single State Medicaid Agency (SMA).

Figure 5. AHS Vision Statement

- *The reduction of the impacts of poverty in our state and the creation of pathways out of poverty*
- *The promotion of health, well-being and safety in our communities*
- *An enhanced focus on accountability and effectiveness in achieving our goals*
- *The assurance of high quality health care for all Vermonters*

AHS consists of the following Departments with the following responsibilities:

- **Department for Children and Families (DCF)** — DCF provides a wide array of programs and services, including adoption and foster care, child care, child development, child protection, child support, disability determination, and economic benefits such as: Reach Up, Essential Person, General Assistance/Emergency Assistance, 3SquaresVT, Home Heating Assistance and Health Insurance.

<http://dcf.vermont.gov/>

- **Vermont Department of Health (VDH)** — VDH sets the State’s public health priorities and works with the State to help realize public health goals within the population served

by the State. VDH collaborates with the State on clinical initiatives (i.e. Alcohol and Drug Abuse Programs) to reduce medical costs in the State through the agency's GC program waiver. These programs include Early Periodic Screening, Diagnosis, and Treatment (EPSDT) and dental care initiatives to children across the State.

<http://healthvermont.gov/>

- **Department of Corrections (DOC)** — DOC is responsible for managing all adult prisons and community correctional sites. For incarcerated offenders, the department is required and committed to providing basic and humane care that includes comprehensive integrated health and mental health services that are connected with and continue as the individual transitions from or into the community. For offenders in the community, the department is charged with ensuring compliance with conditions by providing or coordinating a variety of support services. The State maintains a unified correctional system with 8 correctional (prison/jails/work-camps) facilities spread out over the State. Each facility provides comprehensive health and mental health services to 8,000+ Vermonters over the course of a year. The majority of offenders entering and leaving corrections are Medicaid eligible.

<http://www.doc.state.vt.us/>

- **Department of Disabilities, Aging and Independent Living (DAIL)** — DAIL administers all community-based long-term care services for older Vermonters, individuals with developmental disabilities, traumatic brain injuries, physical disabilities, personal care/attendant services, high technology nursing, and the Choices for Care Long Term Care Medicaid Waiver program.

<http://www.dail.vermont.gov/>

- **Department of Mental Health (DMH)** — DMH is responsible for administering mental health services and programs for children and adults across the State. DMH assures access to mental health services and works closely with multiple human service agencies to coordinate care. The department's work includes designation and collaborative oversight for community-based mental health care and a decentralized, statewide system of inpatient care.

<http://mentalhealth.vermont.gov/>

- **Department of Vermont Health Access (DVHA)** — DVHA administers nearly all of the publicly funded health care programs for the State of Vermont. Funding of these programs is provided through Medicaid and is authorized under a CMS approved 1115 Demonstration waiver and includes information technology enhancements, Disproportionate Share Hospital (DSH) payments, and the State Children's Health

Insurance Program (SCHIP) services. In addition, DVHA administers the State's health care reform efforts including health information technology (HIT) and health information exchange (HIE) activities, and Blueprint.

<http://ovha.vermont.gov/>

In addition to the departments listed above, AHS coordinates closely with the Agency of Education to support EPSDT outreach, school-based health services, early childhood development, mental health, and health promotion.

## 1.6 Contract Information

All contract and legal requirements are found in *Template I – Terms & Conditions of this RFP and Any Resulting Contract*.

## 2.0 General Instruction and Proposal Requirements

### 2.1 Questions and Comments

Any Vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **4:30 PM EST on November 13, 2015**. Questions may be e-mailed to Stephen.Fazekas@vermont.gov. No questions will be accepted via telephone. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. Every effort will be made to have the State's responses posted by **November 20, 2015** contingent on the number and complexity of the questions. A copy of all questions or comments and the State's responses will be posted on the State's website: <http://www.vermontbidsystem.com> and <http://bgs.vermont.gov/purchasing/bids>

### 2.2 Letter of Intent to Bid – Preferred not Mandatory

To ensure all necessary communications with the appropriate proposing Vendors and to prepare for the review of proposals, one letter of intent to bid for the scope of this RFP is requested per Vendor. Vendors are requested to submit a Letter of Intent to Bid but it is not required.

Letters of Intent must be submitted by **November 6, 2015 by 4:30 PM EST** to:

Stephen.Fazekas@vermont.gov

### 2.3 Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in Section 1.3, a Vendor may: (1) withdraw its Proposal by submitting a written request to the State point of contact, or (2) modify its

Proposal by submitting a written amendment to the State point of contact. The State may request proposal modifications at any time.

The State reserves the right to waive minor informalities in a proposal and award a contract that is in the best interest of the State of Vermont. A “minor informality” is an omission or error that, in AHS’ determination, if waived or modified when evaluating proposals, would not give a Vendor an unfair advantage over other Vendors or result in a material change in the proposal or RFP requirements. When AHS determines that a proposal contains a minor informality, it may at its discretion provide the Vendor with the opportunity to correct.

## **2.4 News Releases**

Prior to tentative award, a Vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After tentative award, a Vendor must receive prior written approval from the State before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the State point of contact identified in Section 1.

This does not preclude business communications necessary for a Vendor to develop a Proposal, or required reporting to shareholders or governmental authorities.

## **2.5 Multiple Responses**

The Vendor may only submit one (1) Proposal as a prime Vendor. If the Vendor submits more than one (1) proposal as a prime, the State may reject one or more of the submissions. This requirement does not limit a Vendor’s ability to collaborate with one or more Vendors as a Subcontractor submitting proposals.

## **2.6 Amendments and Announcements**

The State will post all official communication regarding this RFP on its website (<http://www.vermontbidsystem.com> and <http://bgs.vermont.gov/purchasing/bids>), including any notice of tentative award. The State reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Vendor questions, amendments, or addenda issued by the State on its website. Vendors should check the website frequently for notice of matters affecting the RFP.

Any contract resulting from this RFP will be between the State of Vermont and the selected Vendor. Any requirements specified herein post award are specifically by and between the State of Vermont and the selected Vendor.

## 2.7 Use of Subcontractors

Subject to the conditions listed in this RFP, the Vendor may propose to use a Subcontractor(s) to make a complete offer to perform all services. Any prospective Subcontractor that is not a wholly owned subsidiary of the Vendor will be subject to these conditions.

The conditions for proposing to use Subcontractors include, but are not limited to, the following:

1. Prior to any communication or distribution of State confidential information to the potential Subcontractor, the Vendor must provide the State with the name of the potential Subcontractor in advance and in writing. The Vendor will provide contact information for the potential Subcontractor.
  - a. The State must give its written approval prior to the Vendor providing any State confidential information to a potential Subcontractor or another entity.
2. If selected, the Vendor will be the prime Vendor for services provided to the State by approved Subcontractors.
3. The Vendor will be ultimately responsible for the provision of all services, including Subcontractor's compliance with the service levels, if any.
4. Any Subcontractor's cost will be included within the Vendor's pricing and invoicing.

No subcontract under the Contract must relieve the Vendor of the responsibility for ensuring the requested services are provided. Vendors planning to subcontract all or a portion of the Work to be performed must identify the proposed Subcontractors.

## 2.8 Interpretive Conventions

Whenever the terms "must," "shall," "will" or "is required" are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A Vendor's failure to address or meet any mandatory requirement in a proposal may be cause for the State's rejection of the Proposal.

Whenever the terms "can," "may," or "should" are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a Vendor's failure to address or provide any items so referred to will not be the cause for rejection of the Proposal, but will likely result in a less favorable evaluation.

## 2.9 Instructions for Submitting Proposals

### 2.9.1 Number of Copies

The Vendor is required to submit one (1) clearly marked original Proposal and five (5) identical copies of the complete Proposal, including all sections and exhibits, in three-ring binders, and one (1) electronic copy on a portable medium such as a compact disk.

The bid should include a Technical Proposal and a separate Cost Proposal. The State will not accept electronic and facsimile proposals. Any disparities between the contents of the original printed Proposal and the electronic Proposal will be interpreted in favor of the State.

### 2.9.2 Submission

All bids must be sealed and addressed to:

Stephen Fazekas  
Office of Purchasing & Contracting  
10 Baldwin Street  
Montpelier, VT 05633-7501

**BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF VENDOR.**

All Vendors are hereby notified that sealed bids must be received and time stamped by Office of Purchasing & Contracting, 10 Baldwin Street, Montpelier, VT 05633 **3:00 PM EST on December 18, 2015**. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the Vendor, and will not be considered.

AHS may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all Vendors by posting at: <http://www.vermontbidsystem.com> and <http://bgs.vermont.gov/purchasing/bids>

The bid opening will be held at **3:00 PM EST on December 18, 2015** at Office of Purchasing & Contracting, 10 Baldwin Street, Montpelier, VT 05633 and is open to the public. Typically, the State will open the bid and read the name and address of the Vendor. Bid openings are open to members of the public. However no further information which pertains to the bid will be available at that time other than the bid amount, name and address of the Vendor. The State reserves the right to limit the information disclosed at the bid opening to the name and address of the Vendor when, in its sole discretion, it is determined that the nature, type, or size of the bid is such that the State cannot immediately (at the opening) establish that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid results are a public record. However, the bid results are exempt from

disclosure to the public until the award has been made and the Contract is executed with the apparently successful Vendor.

#### **2.9.2.1 Delivery Methods**

**U.S. MAIL:** Vendors are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the AHS CO, Business Office prior to the time of the bid opening.

**EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the AHS CO, Business Office.

**HAND DELIVERY:** Hand carried bids shall be delivered to the sole point of contact or their designee prior to the bid opening.

**ELECTRONIC:** Electronic bids will not be accepted.

**FAXED BIDS:** Faxed bids will not be accepted.

#### **2.9.2.2 Proposal Submission Requirements**

Vendors must strictly adhere to the following response submission requirements:

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's Proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's Proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's Proposal must be received, in writing, at the address specified in this RFP, by the date and time specified. The State WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS. Any Proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one (1) copy of the Submission Cover Sheet and Template J, and Vendor's original submission must be clearly identified as the original.
6. The State reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.

7. The State reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor must not alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by the State of Vermont is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. To prevent opening by unauthorized individuals, all copies of the Proposal must be sealed in the package. A label containing the information on the cover page must be clearly typed and affixed to the package in a clearly visible location.
10. The Vendor acknowledges having read and accepted all sections by signing the Templates A and J.

It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the Cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's Cost Proposal may be grounds for rejection of the Vendor's Proposal. Costs that are not clearly identified will be borne by the Vendor.

### **2.9.3 Additional Information or Clarification**

The State reserves the right to request additional information or clarification of a Vendor's Proposal. The Vendor's cooperation during the evaluation process in providing State staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation may, at the State's discretion, result in the disqualification of the Vendor's Proposal.

1. Vendors may request additional information or clarifications to this RFP using the following procedures:
  - a. Vendors must clearly identify the specified paragraph(s) in the RFP that is/are in question.
  - b. Vendors must deliver a written document to the sole point of contact as identified in Section 1.2 of this RFP.
  - c. This document may be delivered by hand, via mail or e-mail. The State WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.

It is solely the responsibility of the Vendor that the clarification document reaches the State on time. Vendors may contact the sole point of contact to verify the receipt of their documents.

Documents received after the deadline will be rejected. All questions will be compiled and answered and a written document containing all questions submitted and corresponding answers will be posted on the State's website (<http://www.vermontbidsystem.com> and <http://bgs.vermont.gov/purchasing/bids>).

Unsolicited clarifications and updates submitted after the deadline for responses will be accepted or rejected at the sole discretion of the State.

## 2.10 Proposal Instructions

Proposals must address all the requirements of the RFP in the order and format specified in this section. Each RFP requirement response in the Proposal must reference the unique identifier for the requirement in the RFP.

It is the Vendor's responsibility to ensure its Proposal is submitted in a manner that enables the Evaluation Team to easily locate all response descriptions and exhibits for each requirement of this RFP. Page numbers should be located in the same page position throughout the Proposal. Figures, tables, charts, etc. should be assigned index numbers and should be referenced by these numbers in the Proposal text and in the Proposal Table of Contents. Figures, tables, charts, etc. should be placed as close to text references as possible.

Unless otherwise specified, Proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and eleven (11) point fonts. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Hard copy proposals are to be assembled in loose-leaf, three-hole punch binders with appropriate tabs for each volume and section. Do not provide proposals in glue-bound binders or use binding methods that make the binder difficult to remove.

### **At a minimum, the following should be shown on each page of the Proposal:**

1. RFP title
2. Name of Vendor
3. Page number

#### **2.10.1 Proposal Format**

The Proposal must be structured in the following manner and must consist of all the sections, separated into two (2) packages as described below.

❑ **Package 1 - Technical Proposal**

This package of the Vendor's response must include Sections A through M as described below. Each section corresponds to the **Response Template** designated with the same letter.

**Section A. Cover Letter and Executive Summary**

This section of the Vendor's Technical Proposal must include a cover letter and executive summary stating the Vendor's intent to bid for this RFP.

The Vendor's response must include a transmittal (cover) letter; table of contents; executive summary; Vendor contact information and locations.

Submission for this section must be compliant with the instructions detailed in Response Template A – Cover Letter and Executive Summary.

**Section B. Vendor Experience**

This section of the Vendor's Technical Proposal must include details of the Vendor's Experience.

The Vendor's response must include Vendor organization overview; corporate background; Vendor's understanding of the HHS domain; and Vendor's experience in the public sector.

Submission for this section must be compliant with the instructions detailed in Response Template B - Vendor Experience.

**Section C. Vendor References**

This section of the Vendor's Technical Proposal must include Vendor's References.

The Vendor's response must include at least three (3) references from projects performed within the last five (5) years that demonstrate the Vendor's ability to perform the Scope of Work described in the RFP. If the Proposal includes the use of Subcontractor(s), provide three (3) references for each.

Submission for this section must be compliant with the instructions detailed in Response Template C – Vendor References.

**Section D. Subcontractor Letters**

This section of the Vendor's Technical Proposal must include a letter of the Vendor's proposed Subcontractor(s) that will be associated with this Contract.

Submission for this section must be compliant with the instructions detailed in the Response Template D – Subcontractor Letters.

**Section E. Vendor Organization and Staffing**

This section of the Vendor's Technical Proposal must include a narrative of the Vendor's proposed Organization and Staffing approach to meet the State's requirements.

The Vendor's response must include the proposed approach to: key staff; Subcontractors; staff contingency plan; staff management plan; and staff retention.

Submission for this section must be compliant with the instructions detailed in the Response Template E – Vendor Project Organization and Staffing.

**Section F. Staff Experience**

This section of the Vendor's Technical Proposal must include a narrative of the Vendor's Staff Experience.

The Vendor's response must include the proposed approach to roles and responsibilities; summary of skill sets; total years of experience in the proposed role; qualifications and resumes of key personnel.

Submission for this section must be compliant with the instructions detailed in Response Template F – Staff Experience.

**Section G. RFP Response Checklist and Supplements**

This section of the Vendor's Technical Proposal must include the completed checklist verifying that all the RFP response requirements as part of Templates A through I and the RFP Attachments have been completed. Submission for the Proposal Checklist and Supplements must be compliant with the instructions detailed in Response Template G – RFP Response Checklist.

**Section I. Terms & Conditions of this RFP and Any Resulting Contract**

This section of the Vendor's Technical Proposal must include the completed signed legal and contracting requirements. The vendor must sign and review Template I – Terms & Conditions of this RFP and Any Resulting Contract in order to note Vendor's acknowledgement, intent of compliance, and/or exceptions to the following: (1) RFP Terms & Conditions; (2) Mandatory Contract Terms; (3) Standard State Provision for Contracts and Grants; and (4) General Terms & Conditions.

 **Package 2 - Cost Proposal**

This package of the Vendor's response must include Response Template H – Cost Workbook as described below.

**Section H. Cost Proposal Instructions**

The Cost Proposal must include a response through the submission of Response Template H – Cost Workbook. Vendors must complete this workbook as instructed and place it in a separate, sealed package, clearly marked as the Cost Proposal with the Vendor’s name, the RFP number, and the RFP submission date.

Vendors must base their Cost Proposals on the Scope of Work described in Section 3.2 and associated sections of this RFP and Templates. The Cost Proposals must include any business, economic, legal, programmatic, or practical assumptions that underlie the Cost Proposal. The State reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the Contract resulting from this RFP are deemed rejected by the State.

Vendors are responsible for entering cost data in the format prescribed by Response Template H Cost Workbook. Formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers and should not be altered. Further instructions for entering cost data are included in the worksheets. It is the sole responsibility of the Vendor to ensure that all mathematical calculations are correct and that the Total Costs reflect the Bid Amount(s) for responses to this RFP or portions thereof.

Completion of the Cost Workbook and worksheets is mandatory. Applicable purchase, delivery, tax, services, safety, license, travel, per diem, Vendor’s staff training, project facility, and any other expenses associated with the delivery and implementation of the proposed items must be included in the Vendor’s costs and fixed Hourly Rates.

The Cost Proposal **MUST BE A SEPARATE SUBMISSION**. No cost information can be contained in the Technical Proposal submission. If there is cost information in the Technical Proposal, the Vendor can be disqualified from consideration.

**2.10.2 Proposal Crosswalk — Mandatory Templates**

The table below lists the Mandatory templates that the Vendor will submit as part of its Technical and Cost Proposal Packages.

**Table 4. Mandatory Response Templates**

RESPONSE TEMPLATE	TEMPLATE / ATTACHMENT ELEMENTS
Response Template A	Cover Letter and Executive Summary

RESPONSE TEMPLATE	TEMPLATE / ATTACHMENT ELEMENTS
Response Template B	Vendor Experience
Response Template C	Vendor References
Response Template D	Subcontractor Letters
Response Template E	Project Organization and Staffing
Response Template F	Staff Experience
Response Template G	RFP Response Checklist & Supplements
Response Template H	Cost Workbook
Response Template I	Terms & Conditions of this RFP and Any Resulting Contract

## 2.11 Order of Precedence

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence:

- The final executed Agreement, attachments, AHS General Provisions, and all amendments thereto;
- The RFP, as clarified by amendments, the Vendor questions and the State’s official responses thereto; and
- Vendor’s Proposal to this RFP.

## 3.0 Overview and Scope of Work

### 3.1 Overview

AHS plans to select the Vendor that best demonstrates the capacity and expertise to deliver the consulting services described in this RFP at the best price.

#### Scope

- Business and technical context, including what is commonly referred to as the “To-Be” or “future” state for the HSEP components and impact on the HSE initiatives which rely upon these;
- Business case and technical justification to be achieved with consideration given to alternatives analysis and cross-program impact analysis;
- HSE Governance, AHS and statewide organization structure in which the vendor will work;
- Preferred Architectural Standards and General System Design; and
- Functional and Non-Functional Requirements (Technical, Implementation and Performance) analysis and recommendations related to sequencing and dependencies

### Schedule

- The services sought will assist the HSE program to meet established timelines for the design, development, and implementation of the interrelated HSE initiatives – VHC, MMIS, IE, and HIE/HIT and will help ensure:
  - The HSE Platform and its component programs and projects are proceeding according to the State’s schedule for developing and deploying the HSE Platform and its component programs and projects;
  - Requests for proposals, contracts, and amendments clearly articulate required functions and capabilities in consideration of cross-program and enterprise solution needs;
  - HSEP shared services are extensible and scalable to support the vision of full eligibility integration (beyond Medicaid/CHIP and HIX to other Vermont programs/services);

### Budget

- The State is leveraging the maximum federal financial participation (FFP) 90/10 for the full Health Services Enterprise, including development and deployment of a Medicaid Information Technology Architecture (MITA)-compliant MMIS, enterprise data warehouse, and analytics solutions to serve Medicaid, HIX, and other Vermont health care and human services programs, departments, and initiatives;
- The State is pursuing all available non-state funding sources to reduce the total cost of ownership by the State of Vermont; and
- The services sought in this RFP are intended to maximize the effectiveness of funds expended.

## **3.2 Major Services & Tasks**

### **3.2.1 Enterprise Architecture Consulting Services**

The selected vendor will propose a plan to provide Enterprise Architecture consulting services consistent with industry standards and best practices with attention to the following areas:

- a. Business Value – Optimize return on investment across the HSE portfolio by recommending scope prioritization and alignment strategies across the multiple HSE portfolio programs, and by consulting to HSE Program management in relation to gap and value management; A87 Exception; enterprise business capabilities and business architecture;
- b. Cross-Program Governance – Analysis and recommendations related to roles and responsibilities where there are, or may be, cross-program impacts or conflicting views presented by individual DDI vendors; effectiveness of decision-making within projects, within program and process teams, and across the portfolio;
- c. Cross-Program Compliance – Analysis and recommendations related to IV&V observations which are made in one or multiple programs (MMIS, IE, VHC) by different IV&V vendors but which have impact across the enterprise, such as impacts to overall enterprise asset reuse; impacts to enterprise service oriented architecture (SOA); Medicaid Information Technology Architecture (MITA); Seven Standards and Conditions; Implementation Advance Planning Documents (IAPDs); A87 Exception;
- d. Information Technology Selection – Analysis and Recommendations related to cross-program impacts of decisions related to SOA design and configuration, technology selection, and data architecture;
- e. PMO Operations – analysis and recommendations targeted to improve the efficiency of the administration of the HSE portfolio management with focus on cross-agency and interdepartmental dependencies related to the implementation of the future-state operational model and legal requirements;
- f. Enterprise Organizational Change Management – analysis, recommendations and development related to the future state organization and the impact of system and business process changes on impacted constituencies, including work-force development and training;
- g. Procurement/Vendor/Contract Management – analysis and recommendations related to definition of RFP content, including milestone dates and deliverable descriptions based on an enterprise-wide perspective;
- h. Program Management & Execution – analysis and recommendations related to HSE program management decisions that have cross-program scope, schedule and budget impacts; and
- i. Cross-Program Risk management (internal & external) – analysis and recommendations of the cross-program impacts of risks identified within individual project and programs.

The selected vendor will counsel and guide HSE on a comprehensive approach to the buildout of the complete HSEP Service Oriented Architecture, including assessment of decisions with cross-program impacts on IE, MMIS, and HIE/HIT, and VHC solutions.

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The selected vendor will consult to the HSE PMO on HSE governance and operations issues, including organizational structures, roles and responsibilities, and planning, with the goal of improving the operational efficiency and financial effectiveness of the overall HSE portfolio investment. Additionally, the selected vendor will provide the IAT, IOT, SLT, HSE Program Director, and PMO Director with information and recommendations regarding organizational structure for the PMO itself. To accomplish this, the selected vendor will participate in HSE governance meetings and individual meetings focusing on organizational structure, roles and responsibility definitions, and descriptions for the PMO, Governance, and communication processes and role of the PMO.

### 3.2.1.1 Architecture Deliverables

1. **TASK 1 – Enterprise Architecture Assessment Approach Report:** The selected vendor will deliver an *Enterprise Architecture Review Report* encompassing the nine areas listed in section 3.2.1, (“a” through “i”).
  - i. The bidder must provide in its proposal a preliminary Enterprise Architecture Assessment Approach (EAAA) report structure which must, at a minimum, provide detailed descriptions of the proposed technical, project management, quality measurement, and risk measurement methodologies that will be utilized.
  - ii. The EAAA report must also contain a high-level work plan in the form of a work breakdown structure at the activity level of detail. Failure to submit this preliminary work plan as part of the proposal will result in disqualification of the bidder from consideration for award.
  - iii. Following approval of the contract resulting from this RFP, the vendor will be required to meet with the State Authorized Representative or their designee within twenty (20) business days to review the approach the vendor proposes. A final version of the EAAA report will be required within ten (10) business days following that meeting. The vendor’s finalized EAAA report must contain a detailed work plan to include, but not be limited to:
    - a. Separate tasks for each activity and checkpoint;
    - b. Resource requirements for all parties;
    - c. Target completion dates for each task;
    - d. Identification of and compliance with deadlines and milestones;
    - e. Tasks and activities necessary to support the implementation of issue/problem tracking/resolution and risk management methodologies.
2. **TASK 2 - Monthly Report to HSE PMO:** The selected vendor will create a monthly report and will provide that report to the HSE Senior Leadership Team (SLT). This report will document areas of vendor participation during the reporting period and will include recommendations relating to cross-program architectural risks and issues impacting the HSE portfolio. The vendor will track changes across monthly reports and in comparison with the original baseline report. The monthly reports shall be based on fact-finding activities, including documentation reviews, such as IV&V reports from multiple IV&V vendors; project and process team status reports and work products; contracts/amendments; and meeting participation, such as those meetings held by program and process teams, SLT, IAT, IOT, as well as any other sources of information agreed to between the State and the selected vendor. The principal audiences for these reports are the SLT, IAT, and IOT (see Fig. 4 HSE Governance Structure).

- i. Monthly Reports shall be based upon the agreed Enterprise Architecture Assessment Approach, and shall include updates to the work plan (as reflected in the WBS) and must include at a minimum:
  - a. Task status and stage of completion;
  - b. Accomplishments during the reporting period;
  - c. Problems identified and corresponding resolutions;
  - d. Goals for the next reporting period;
  - e. Issues that need to be addressed;
  - f. Recommendations for improvement and/or resolution in areas where issues/risks/constraints were identified; recommendations must be sufficiently specific for the state to take action and course correct. Moreover, recommendations must set forth a timeframe with short- and long-term goals and incremental deadlines if applicable;
  - g. Recommendations for building upon accomplishments/successes;
  - h. Identification of schedule slippages and recommendations for resolution; and
  - i. Current contractor staff assignments, schedules and locations.
  
- ii. Monthly reports must be submitted per the following schedule:
  - January by February 10<sup>th</sup>
  - February by March 10<sup>th</sup>
  - March by April 10<sup>th</sup>
  - April by May 10<sup>th</sup>
  - May by June 10<sup>th</sup>
  - June by July 10<sup>th</sup>
  - July by August 10<sup>th</sup>
  - August by September 10<sup>th</sup>
  - September by October 10<sup>th</sup>
  - October by November 10<sup>th</sup>
  - November by December 10<sup>th</sup>
  - December by January 10<sup>st</sup>

Note: if the 10<sup>th</sup> falls on either a weekend or holiday reports are due the first business day following
  
- iii. The vendor shall submit reports to the HSE Portfolio Director or designee and shall distribute the reports to an email group identified by the HSE Portfolio Director or designee.

3. **TASK 3 - Attendance at SLT and IAT meetings:** The selected vendor will be expected to attend and participate in SLT (weekly) and IAT (bi-weekly) meetings, upon request of the HSE Program Director, to review the content of the monthly reports.
  - a. **TASK 4 - Attendance at other meetings:** The selected vendor will be expected to attend and participate in other meetings on an as-needed basis in order to obtain and convey information necessary for the development of architecture and technology assessment recommendations and associated periodic status reports. These meetings may include work directly with:
    - i. State technical and business solution architects;
    - ii. Other vendors engaged by the state related to HSE portfolio initiatives; and
    - iii. Business area subject matter SMEs

**Table 5. Architecture Deliverables & Services**

Deliverable/Services Names	Frequency
<i>Enterprise Architecture Assessment Approach Report</i>	• <i>Once at contract inception</i>
<i>Monthly Report to HSE PMO</i>	• <i>Once per month.</i>
<i>Attendance at SLT and IAT meetings</i>	• <i>Monthly or as requested by HSE Program Director</i>
<i>Attendance at other meetings</i>	• <i>As requested or as needed</i>

### 3.2.2 Research Support Services

The selected vendor will provide research support, as requested, by the AHS Secretary and/or the HSE Portfolio Program Director or their designees. This service is provided by the selected vendor on a fixed priced basis during the entire term the contract.

**Deliverables & Services:**

1. **TASK 5 - Research Support:** The selected vendor shall provide a robust advisory and research capacity in the evaluation and selection of appropriate IT products and services, the management of IT in the public sector as well as the application of this knowledge to enhance the effectiveness and efficiency of outcomes for initiatives. The

selected vendor will be expected to document all requests for research support, findings and recommendations.

**2. TASK 6 - Research Advisory Reports**

The selected bidder shall provide:

- a. Written advisory reports related to federal Health and Human Services, and CMS proposed and final regulations, and Vermont-specific assessments of their impact on the HSE portfolio initiatives.
- b. Written advisory reports containing recommendations related to Public Comments for proposed federal rule changes, where such proposed rule changes are reasonably expected to impact Enterprise Architecture, technology selection, HSE Portfolio DDI implementation timeframes, CMS certification of implemented solutions and other areas of concern identified by the HSE SLT.

**Table 6. Research Support Deliverable**

Deliverable Name	Frequency
Research Support for IAT & SLT members or their designees	<i>As needed.</i>
Research Advisory Reports	<i>As needed.</i>

### 3.2.3 Ad Hoc Consulting Services

HSE seeks a vendor with the demonstrable capacity and expertise to work collaboratively with other HSE portfolio project teams to ensure a comprehensive set of work products and deliverables aligned to meet the HSE’s goals.

HSE may task the selected vendor(s) with providing research support, procurement technical assistance and similar monitoring services and deliverables at the program or project level (for example, during vendor procurement for key projects) to ensure that an enterprise-wide perspective is enforced consistent with defined HSE objectives and CMS funding mandates.

In addition, the selected vendor may be called on to provide consulting services and guidance to the AHS Secretary, Senior Leadership Team, and/or HSE Program Director (at their express and documented request) that does not fall within the scope of Enterprise Architecture services described above.

The amount of funds available to support a selected vendor’s *ad hoc* consulting services shall be established during contract negotiations and expressly documented in the contract created with the successful bidder.

#### 3.2.3.1 DII Independent Assessment Reports (Optional)

The selected vendor may be asked to provide input and recommendations for inclusion in monthly Independent Assessment reports to the Department of Information and Innovation (DII).

These reports (Platform-wide baseline report, program-wide baseline report, project-wide baseline report, HSE Program monthly report, and monthly DII Independent Assessment report) shall include:

- Key recommendations based on a comparison of industry best practices to findings and observations
- Critical risks
- Changes since the previous monthly report

**Table 7. DII Independent Assessment Reports Deliverable**

Deliverable/Services Names	Frequency
DII Independent Assessment Reports	<i>As needed.</i>

### **3.2.3.2 Procurement Technical Assistance (Optional)**

The selected vendor may be asked to support the procurement of HSE key components and services when those components or services are deemed by the HSE to have significant enterprise-wide impacts. For the purposes of this RFP “support” can mean the State could ask the selected vendor to research, write, and/or provide input on a specific procurement activity. This support shall include:

- a. Development of necessary RFI
- b. Development of necessary RFQ
- c. Development of RFPs
- d. Development of proposal evaluation tools - for both technical and cost proposal
- e. Training of the State’s proposal evaluation team
- f. Assist the State with a cost analysis
- g. Facilitation of proposal evaluation to create a shortlist of qualified vendors
- h. Development of agenda and questions for orals with down selected vendors
- i. Assist the State with responding to Vendors’ questions during the Q&A Period and Bidders’ Conference
- j. Development corporate reference template and questions
- k. Development key personnel reference template and questions
- l. Best and Final Offer (BAFO) Support
- m. Final contract negotiations support

#### **3.2.3.2.1 Task 1. RFP Development Support**

##### ***Objectives***

The selected vendor shall support the development of RFP documents for individual HSE initiatives to ensure that the procurement of technologies and services for these initiatives is consistent with the HSE Enterprise Architecture and to ensure that the procurement strikes a balance between potentially competing or conflicting needs of individual HSE initiatives. It should be noted that the RFP Development Support objective for the incumbent vendor is focused on the core scope, schedule and budget objectives outlined in section 3.1 Overview.

##### ***Deliverables***

- Recommend and review RFP content for currently active HSE procurements
- Recommend and review RFP content for future HSE procurements

#### **3.2.3.2.2 Task 2. RFP Issuance**

##### ***Objectives***

The selected vendor shall (1) support the State in responding to Federal comments, (2) support

the Procurement Review Team training (PRT), and (3) support the Bidders' conference and Q&A period. Again, this objective for the incumbent vendor is focused on the core scope, schedule and budget objectives outlined in section 3.1 Overview.

***Deliverables***

- Support the analysis of cross-program impacts related to RFP scope of work creation.
- Support PRT procurement process training as related to evaluation of cross-program impacts.
- Help the State respond to comments and questions from Federal partners and vendors during procurements.

**3.2.3.2.3 Task 3. Vendor Selection*****Objectives***

As it relates to Enterprise Architecture and HSEP functionality topics within the scope of this RFP, the selected vendor shall support the PRT in the proposal evaluation process as follows:

- Support the analysis of minimum mandatory requirements for submitted vendors' bid proposals with focus on cross-program impacts and Enterprise Architecture standards.
- Support the evaluation of the technical proposals to establish a shortlist of vendors, including but not limited to listing the "pros and cons" regarding: (1) impacts to State services and other State solutions; and (2) integrations and configurability of each proposed technical component.
- Recommend questions and topics for the PRT to use in reference checks.
- Support the State with Vendor Orals/Demonstrations by assisting the PRT in developing scenarios and questions.
- Participate in PRT debriefing sessions as a result of Vendor Orals/Demos.
- Analyze vendor responses to questions arising from the Best and Final Offer (BAFO) and contract negotiation phases of procurement, to the extent that there are cross-program impacts related to Enterprise Architecture and HSEP functionality.

***Deliverables:***

- Analysis and documentation of bidder proposals related to cross-program, Enterprise Architecture and shared-service impacts.
- Provide input to Vendor reference checks question formulation
- Participate in debriefing sessions for those aspects of proposals in scope of this RFP
- Provide input to State for questions and scenarios formulation for Vendor Orals/Demonstrations
- Facilitate Vendor Orals/Demonstration debriefing
- Support BAFO Response analysis for subject matter in scope

**Table 8. Procurement Technical Assistance Deliverables**

Deliverable Names	Frequency
<u>Task 1. RFP Development</u>	
Support the State with drafting an RFP outline	<i>One-time</i>
Support the creation of an evaluation framework	<i>One-time</i>
<u>Task 2. RFP Issuance</u>	
Support the creation of scoring evaluation tools	<i>One-time</i>
Support PRT procurement process training	<i>One-time</i>
Support the State whilst responding to Federal Partner’s comments, questions submitted by Vendors during the Q&A period and Vendors’ conference	<i>One-time</i>
<u>Task 3. Vendor Selection</u>	
Analysis and documentation of bidder proposals cross-program, Enterprise Architecture and shared service impacts.	<i>Ad hoc</i>
Vendor reference checks question formulation	<i>Ad hoc</i>
Questions and scenarios for Vendor Orals/Demonstrations	<i>Ad hoc</i>
Vendor Orals/Demonstration debriefing facilitation and support	<i>Ad hoc</i>
Support BAFO Response analysis	<i>Ad hoc</i>

### 3.2.4 Service Warranty

Each and all of the services shall be performed in a timely, diligent, professional and work person like manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Vendor shall at the State’s option re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion or refund that portion of the fees attributable to each such deficiency.

## 3.3 Professional Service Requirements

For each of the potential deliverables listed above in section 3.2, provide the following:

- Hourly Rate for on-site work
- Hourly Rate for working remotely
- List of people available with this applicable experience (preferred not mandatory)
- Examples of previous results in this area

In addition, please provide a current resume for each person you included in the above list.

### **3.4 Required Project Policies, Guidelines and Adherence to Best Practice Standards**

The Vendor must comply with and incorporate the use of Federal and State processes, existing applicable laws, regulations, policies, standards and guidelines affecting information technology projects, and those which may be created or changed periodically. It is the responsibility of the Vendor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution and use of State Systems.

## **4.0 Proposal Evaluation**

The State will use a formal evaluation process to select the successful Vendor(s). The State will consider capabilities or advantages that are clearly described in the Proposal, which may be confirmed by key personnel interviews, oral presentations, site visits, demonstrations, and references contacted by the State. The State reserves the right to contact individuals, entities, or organizations that have had dealings with the Vendor or proposed staff, whether or not identified in the Proposal.

The State will evaluate more favorably proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including the State's General Provisions.

### **4.1 Evaluation Criteria**

The State will evaluate proposals in the context of the overall best value approach for entirety of the systems and services requested. The State will, at its discretion, select one or more Vendors that provide the overall best value for these components.

The State will evaluate proposals based on the following best value evaluation criteria:

- Vendor Experience, including:
  - Relevant Healthcare Project Experience
  - Customer References
- Services, including:

- Approach
- Deliverables
- Requirements
- Cost

## 4.2 Initial Compliance Screening

The State will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections are subject to rejection without further evaluation. The State reserves the right to waive minor informalities in a proposal and award contracts that are in the best interest of the State of Vermont.

Initial screening will check for compliance with various content requirements and minimum qualification requirements defined in the RFP. The State reserves the right to request clarification from Vendors who fail to meet any initial compliance requirements prior to rejecting a proposal for material deviation from requirements or non-responsiveness.

## 4.3 Competitive Field Determinations

The State may determine that certain proposals are within the field of competition for admission to discussions. The field of competition consists of the proposals that receive the highest or most satisfactory evaluations. The State may, in its sole discretion and in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the field of competition.

Proposals that do not receive at least a defined number of the evaluation points for each of the evaluation criteria, may, at the sole discretion of the State, be eliminated from further consideration.

## 4.4 Oral Presentations

The State may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more Vendors admitted to the field of competition. The Key Personnel as identified in the Vendor's Proposal must be active participants in the oral presentations – the State is not interested in corporate or sales personnel being the primary participants in oral presentations. This event, if held, will focus on an understanding of the capabilities of the Vendor and importantly identified key personnel's ability to perform consistent with the Vendor's Proposal in meeting the State's requirements. The State will notify selected Vendors of the time and location for these activities and may supply agendas or topics for discussion. The State reserves the right to ask additional questions during oral

presentations, site visits, and/or demonstrations to clarify the scope and content of the written Proposal.

The Vendor's oral presentation, site visit, and/or demonstration must substantially represent material included in the written Proposal and should not introduce new concepts or offers unless specifically requested by the State.

#### **4.5 Best and Final Offers**

The State may, but is not required to, permit Vendors to prepare one or more revised offers. For this reason, Vendors are encouraged to treat as best and final offers their original Proposals and any revised offers requested by the State.

#### **4.6 Discussions with Vendors**

The State may, but is not required to, conduct discussions with all, some, or none of the Vendors admitted to the field of competition for the purpose of obtaining the best value for the State. It may conduct discussions for the purpose of:

- Obtaining clarification of Proposal ambiguities;
- Requesting modifications to a Proposal; and/or
- Obtaining a best and final offer.

The State may make an award prior to the completion of discussions with all Vendors admitted to the field of competition if the State determines that the award represents best value to the State of Vermont.

#### **4.7 Award Determination**

All purchases, leases, or contracts, which are based on competitive proposals, will be awarded according to the provisions in the Request for Proposal. The Procurement Team will evaluate the proposals based on responsiveness to RFP key points and forward the completed scoring tools as well as copies of the proposals to the Deputy Commissioner for final review and determination of any award.

The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Vendor's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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#### 4.8 Notification of Award

AHS will notify all bidders in writing of an award determination. AHS will notify all bidders when the contract(s) resulting from this RFP are signed by posting to the Electronic Bulletin Board (<http://www.vermontbidsystem.com>).

Any contract(s) drafted from a successful bid award must be first reviewed and receive funding approval by the Centers for Medicare and Medicaid Services (CMS). This is a 60 day review period following a tentative award and prior to contract execution.

## 5.0 Glossary of Acronyms and Terms

### A

**Agency of Human Services (AHS; “the Agency”):** Vermont’s agency that administered the majority of the State’s health and human services programs. AHS is the State’s Single Medicaid Agency

### B

**Business Process Analysis:** Methodology used for developing a system’s Functional Requirements by establishing an understanding of the as-is environment and identifying the to-be operational business and service delivery processes of the future system

### C

**Care Management:** A future solution that will be used to provide early identification of Medicaid member healthcare needs, coordination of care and results reporting

**Contact Center:** A portion of this RFP that manages inbound and outbound calls, outgoing mail, and specific processes for members and providers

**Centers for Medicare and Medicaid Services (CMS):** A federal agency within the United States Department of Health and Human Services (DHHS).

**Commercial Off-The-Shelf (COTS):** Ready-made software applications

**Contract:** Binding agreement between the State of Vermont and the awarded Vendor.

### D

**Dashboards:** Display Key Performance Indicators (KPIs) or business metrics using intuitive visualization, including dials, gauges and traffic lights that indicate the state of various KPIs against targets

**DDI Vendor:** Systems Integrator(s) that is awarded the contract to provide the solution

**Deliverable Expectations Document (DED):** A document approved by the State to guide the development of deliverables created by a Vendor

**Department of Children and Families (DCF):** The State’s eligibility and enrollment for Medicaid and all public assistance programs are administered by DCF including but not limited to, 3SquaresVT (SNAP), Reach Up (TANF) and General Assistance

**Department of Corrections (DOC):** A department within AHS charged with overseeing the state correctional facilities, supervising probation and parolees, and serving in an advisory capacity in the prevention of crime and delinquency

**Department of Disabilities, Aging and Independent Living (DAIL):** A department within AHS responsible for all facility-based and community-based long-term care services for older Vermonters, individuals with developmental disabilities, traumatic brain injuries, and physical disabilities

**Department of Health and Human Services (DHHS):** The Department of Health and Human Services is the United States government’s principal agency for protecting the health of all Americans and providing essential human services, especially for those who are least able to help themselves

**Department of Information and Innovation (DII):** The State department overseeing technology and technology implementations

**Design, Development and Implementation (DII):** The common term for the project based work to stand up technology and/or services

**Department of Mental Health (DMH):** DMH administers mental health programs across the State through multiple programs for both adult and children’s services, including but not limited to CRT, Child, Adolescent and Family Mental Health Services and Enhanced Family Treatment

**Department of Vermont Health Access (DVHA):** DVHA administers nearly all of the publicly funded health care programs for the State of Vermont

**Dual Eligible:** A member with both Medicare and Medicaid

## E

**Edit:** Edit verifies information on a single claim based on accuracy, validity, required presence of allowable values, and integrity of data submitted

**Enrolled Provider:** an individual, group, company or business under contract with the State to deliver a service(s) or product

**Enterprise Architecture (EA):** The competency of integrating business, information, application and technology to a cohesive goal

**Enterprise Project Management Office (EPMO):** Part of DII; The State oversight project management office

**Enterprise Service Bus (ESB):** A software construct found in a Service-Oriented Architecture that provides fundamental services via a messaging engine

## F

**Financial Budget Report (FBR):** A financial budgeting and tracking tool

**Federal Financial Participation (FFP):** The rate and amount the Federal government provides for Medicaid activities within the State

**Fee-for-Service (FFS):** A reimbursement methodology used in health care

## G

**Global Commitment to Health Waiver:** As part of the State Fiscal Year 2006 budget proposal process, the Douglas Administration presented the Plan for Saving the Vermont Medicaid System. With this long-term strategy Vermont proposed to replace its existing section 1115a waiver, the Vermont Health Access Plan (VHAP). The replacement is the Global Commitment to Health. With the Federal approval of this proposal, certain Federal Medicaid requirements found in Title 19 of the Social Security Act are waived. The result is that the Global Commitment to Health includes the tools necessary for the state, in partnership with the Federal government, to address future needs in a holistic, global manner.

**Green Mountain Care Board: (GMCB):** Created by the Vermont Legislature in 2011, GMCB is an independent group of five Vermonters who, with their staff, are charged with ensuring that changes in the health system improve quality while stabilizing costs.

## H

**Health and Human Services (HHS):** The general term used to describe services provided by AHS

**Health Benefits Exchange (HBE):** Vermont's implementation of the Health Insurance Marketplace, entitled Vermont Health Connect

**Health Information Exchange (HIE):** Vermont's HIE is Vermont Information Technology Leaders

**Health Insurance Portability & Accountability Act (HIPAA):** A Federal act that requires specific controls for the use and sharing of data and information

**Health Insurance Marketplace (HIM):** Vermont's implementation of the Health Insurance Marketplace is entitled Vermont Health Connect

**Health Insurance Premium Program (HIPP):** A Medicaid program that provides premium assistance for a Medicaid member to enroll or remain enrolled in a private health insurance plan, if the Medicaid program finds it to be cost-effective for the program. The Omnibus Budget Reconciliation Act of 1990 (OBRA-90) authorized states to implement a HIPP program.

**Health Information Exchange (HIE):** Vermont’s HIE is Vermont Information Technology Leaders

**Health Information Technology (HIT):** The general term for technology used in support of healthcare

**Health Information Technology for Economic and Clinical Health Act (HITECH):** The Health Information Technology for Economic and Clinical Health Act was enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111–5). Under the HITECH Act, the United States Department of Health and Human Services is spending \$25.9 billion to promote and expand the adoption of health information technology

**Health and Human Services Enterprise (HSE):** The overarching program structure that governs the HSE Portfolio

**Health and Human Services Enterprise Platform:** HSE Platform, “the Platform,” the shared services and infrastructure that will be shared across solutions.

**I**

**Ineligible:** an individual does not qualify for Public Assistance at either initial or subsequent re-determination

**Institute of Electrical and Electronics Engineers (IEEE):** A standards organization

**Integrated Eligibility: (IE):** may refer to Vermont’s Integrated Eligibility System, the functionality associated with the process of determining eligibility for multiple programs through the use of a single application or the work stream containing that functionality

**Interface:** A point of interaction between two systems or modules

**International Standards Organization (ISO):** A standards organization

**Independent Verification and Validation (IV&V):** Third party that oversees the project to ensure quality and timely delivery.

**J**

**K**

**L**

**Lock-in:** The act of restricting a Member's access to certain programs, services and/or Providers

## M

**Maintenance & Operations (M&O):** A phase of a systems project that consists of maintenance and operations of those systems

**Medicaid:** Provides low-cost or free health coverage and supports for individuals with low-income: children, young adults under age 21, parents, pregnant women, caretaker relatives, people who are aged, blind or disabled

**Medicaid Information Technology Architecture:** MITA, MITA is a reference business, information and technology architecture developed to support Medicaid across the country. Additional details can be found at: <http://medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Medicaid-Information-Technology-architecture-MITA.html>

**Medicaid Management Information System (MMIS):** The primary claiming and payment system for a Medicaid agency

**Medicaid Operations Services:** Operational support services for Medicaid and AHS operations in Vermont which includes design, development and implementation services, ongoing maintenance and operation support, and Fiscal Agent / financial support services

**Member:** An individual eligible and enrolled in one or more state benefits plan

## N

## O

## P

**Process Flows:** A diagram depicting the set of activities required to perform a specific function in the future state

**Program:** Refers to the HSE Portfolio.

**Project Management Body of Knowledge (PMBOK):** A comprehensive knowledge center developed and maintained by the Project Management Institute

**Project Management Institute (PMI):** A certifying agency that specializes in project management

**Project Management Office (PMO):** An organization that manages projects

**Project Management Plan (PMP):** A comprehensive plan for the execution of a project; includes multiple sub-plans that address specific project management aspects

**Proposal:** An offer from the State requesting specific services to a prospective Vendor

## Q

**Quality Assurance (QA):** a program for the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met

## R

**Remittance Advice (RA):** Documentation of remittances issues to payment recipients

**Requirements:** Detailed list of requirements necessary for the proposed solution

**Requirements Traceability Matrix (RTM):** A detailed list of requirements, along with their source, that tracks the functionality and other requirements a system needs to provide

**Request for Proposal (RFP):** A document that details the proposal that a vendor must submit to an issuer

## S

**Service-Oriented Architecture (SOA):** A set of design principles used in application development characterized by the following attributes:

1. The system must be modular. This provides the obvious benefit of being able to "divide and conquer" — to solve a complex problem by assembling a set of small, simple components that work together
2. The modules must be distributable — that is, able to run on disparate computers and communicate with each other by sending messages over a network at runtime
3. Module interfaces must be "discoverable" — that is, clearly defined and documented. Software developers write or generate interface metadata that specifies an explicit contract, so that another developer can find and use the service
4. A module that implements a service must be "swappable." This implies that it can be replaced by another module that offers the same service without disrupting modules that used the previous module. This is accomplished by separating the interface design from the module that implements the service
5. Service provider modules must be shareable — that is, designed and deployed in a manner that enables them to be invoked successively by disparate applications in support of diverse business activities

**Seven Conditions and Standards:** CMS published guidance entitled *The Seven Conditions & Standards for Enhanced Funding*, which lists requirements that states must meet to leverage the 100%, 90/10, and other federally matched funding streams that support the ACA. The Seven Standards serve as a touchstone for the modular, flexible, interoperable design of the Health and Human Services Enterprise and its emphasis on reusability of portfolio components.

**Stakeholder:** A stakeholder is anybody who can affect or is affected by an organization, strategy or project

**State of Vermont** (“State”, “the State” or “Vermont”): The State issuing this RFP

**State Medicaid Agency (SMA):** The single agency within a state that manages the Medicaid program for that state

**Subject Matter Expert (SME):** An expert in a specific subject area

**System:** A combination of software, applications (e.g. claims processing application, provider management application), business processes, and technology infrastructure.

**T**

**U**

**V**

**Vendor:** The QA/IV&V provider that is awarded the contract to provide the QA/IV&V services

**Vendor, DDI:** Systems Integrator(s) that is awarded the contract to provide the solution

**Verification:** Confirmation by examination and provisions of objective evidence that specified requirements have been fulfilled; Ensuring the product is built right

**Vermont Health Connect (VHC):** Vermont’s implementation of a health insurance marketplace, also commonly referred to as the Health Benefits Exchange

**W**

**Web Services:** Web services are modular business services delivered over the Internet as and when needed. The modules can be combined, can come from any source, and can eventually be acquired dynamically and without human intervention, when needed. They are a key building block of a Service-Oriented Architecture

**Work:** “The Work” in this RFP is defined as project services and ongoing operational and hosting services.

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**Work Breakdown Structure:** A deliverable-oriented decomposition of a project into smaller components.

X

Y

Z

## **ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the

Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
  - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
  - a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or
  - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)



RFP/PROJECT:  
DATE:

## WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

### Self Reporting Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT:** Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Signature (Bid Not Valid Unless Signed)\*

(Type or Print)

\*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:  
DATE:

**WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT**

**Subcontractor Reporting  
Form 2 of 2**

**This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Signature (Bid Not Valid Unless Signed)\*

(Type or Print)

\*Form must be signed by individual authorized to sign on the bidder's behalf.

### Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

**Services:**

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
Signature of Bidder:

\_\_\_\_\_  
Date

## Econometric Modeling Questionnaire

**For bid amounts exceeding \$100,000.00 bidders are required to respond to the questions identified below.**

Act 112 of the Acts of 2012, "An act relating to evaluating net costs of government purchasing," requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation.

Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling. Indicate N/A if not applicable.

1. Vermont-based company?

Yes: \_\_\_\_\_ No \_\_\_\_\_

2. Describe your companies presence in Vermont:

Description: \_\_\_\_\_  
\_\_\_\_\_

3. Indicate number of employees residing in Vermont: \_\_\_\_\_

4. Indicate percentage (%) of employees residing in Vermont: \_\_\_\_\_(%)

5. Indicate Vermont payroll for most recent fiscal year: \$ \_\_\_\_\_

6. Indicate percent (%) of total payroll in Vermont: \_\_\_\_\_(%)

**When responding to questions 7 and 8, please indicate: Yes, No, or Not known at time of bid.**

7. If Out-of-State Vendor (see Question 1), do you expect to use Vermont subcontractors to fulfill any portion of the Contract? Or, will Vermont be the source of any portion of goods sold? \_\_\_\_\_  
\_\_\_\_\_

8. If Vermont Vendor (see Question 1), will out-of-state subcontractors or goods sourced outside of Vermont be used to fulfill any portion of the contract? \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_