

**Green Mountain Care Board**  
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**SEALED BID  
REQUEST FOR PROPOSAL FOR  
Green Mountain Care Board  
All Payer Claims Database**

**CLOSING DATE:**

The closing date for the receipt of proposals is **July 16, 2014 at 3:00 p.m. EST**. Bids must be delivered to:

**Office of Purchasing and Contracting  
10 Baldwin Street  
Montpelier, VT 05633**

Proposals or unsolicited amendments submitted after that time (i.e., after 3 p.m. EST) will not be accepted and will be returned to the vendor. Further scheduling information can be found in Section 2.

**LOCATION OF BID OPENING:**

The bid opening will be held at State of Vermont, Office of Purchasing and Contracting, 10 Baldwin Street, Montpelier, VT 05633 and is open to the public.

Please be advised that all notifications, releases, and amendments associated with this RFP will be posted at:

<http://bgs.vermont.gov/purchasing/bids> and [http://gmcboard.vermont.gov/resources\\_reports](http://gmcboard.vermont.gov/resources_reports)

The State will make no attempt to contact vendors with updated information. It will be the responsibility of each vendor to periodically check this site for the latest details.

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## GLOSSARY OF TERMS AND ACRONYMS

**APCD** - All Payer Claims Data Base

**Claim Types** - Medical and pharmacy claims collected from data submitters for comprehensive major medical health benefit plans for commercial and government payers, Medicare Supplement, Medicare Part C, and Medicare Part D.

**CMS** - Centers for Medicare and Medicaid Services

**COTS** – Commercial off-the-shelf software, which for the purposes of this proposal means any software that has already been developed and implemented in previous vendor work, and will be reused as part of the solution for Vermont.

**Data Consolidation** – The process of combining data from multiple payers.

**De-identification (de-identified)** - Health information that does not identify an individual, and with respect to which there is no reasonable basis to believe that the information could be used to identify an individual.<sup>1</sup>

**DII** - Department of Information and Innovation (State of Vermont)

**Direct Person Identifiers** - Includes information that relates specifically to an individual including:

- (1) Names;
- (2) Business names when that name would serve to identify a person;
- (3) Postal address information other than town or city, state, and 5-digit zip code;
- (4) Specific latitude and longitude or other geographic information that would be used to derive postal address;
- (5) Telephone and fax numbers;
- (6) Electronic mail addresses;
- (7) Social security numbers;
- (8) Vehicle Identifiers and serial numbers, including license plate numbers;
- (9) Medical record numbers;
- (10) Health plan beneficiary numbers;
- (11) Certificate and license numbers;

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<sup>1</sup> Section 164.514(a) of the HIPAA Privacy Rule



- (12) Internet protocol (IP) addresses and uniform resource locators (URL) that identify a business that would serve to identify a person;
- (13) Biometric identifiers, including finger and voice prints; and
- (14) Personal photographic images.

**EPMO** – Enterprise Project Management Office

**GMCB** - Green Mountain Care Board (State of Vermont). Independent board created to improve the health of the population and reduce the rate of healthcare cost growth. (18 V.S.A. §§ 9372, 9410)

**Health Benefit Plan** - A policy, contract, certificate or agreement entered into, or offered by a health insurer to provide, deliver, arrange for, pay for or reimburse any of the costs of healthcare services.

**Health Insurer**- Any health insurance company, nonprofit hospital and medical service corporation, managed care organization, third party administrator, pharmacy benefit manager, and any entity conducting administrative services for business or possessing claims data, eligibility data, provider files, and other information relating to healthcare provided to Vermont residents or by Vermont healthcare providers and facilities. The term may also include, to the extent permitted under state and federal law, any administrator of an insured, self-insured, or publicly funded healthcare benefit plan offered by public and private entities.<sup>2</sup>

**HIE** - Health Information Exchange

**HIPAA** - Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

**Hospital Discharge Data** - Data set with hospital discharge abstracts from Vermont hospitals including residents and non-residents and from the states of New Hampshire (NH DHHS), Massachusetts (CHIA), and New York (NY DOH). The dataset for Vermont residents only is referred to as the Vermont Uniform Discharge Data Set (VUHDDS).

**Identity Resolution** - For purposes of this RFP, pertains to managing unduplicated unique identifiers for persons, members, patients, beneficiaries, and rendering providers such as clinician, practitioners, and other service providers included in the APCD.

**Mandated Data Submitter** - Means a health insurer as defined herein and at 18 V.S.A. §9410(j)(1) with two hundred (200) or more enrolled or covered members in each month during a calendar year, including both Vermont residents and any non-residents receiving covered services provided by Vermont healthcare providers and facilities.

**Member File** - Refers to eligibility or enrollment files containing demographic information for each individual member eligible for medical or pharmacy benefits for one or more days of coverage at any time during the reporting month.

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<sup>2</sup> Vermont Statutes Annotated (V.S.A.), Title 18 – Health, §§ 9402 and 9410(j)(1)



**MPI** - Master Person Index

**Non-claims Information** - Non-claims Information - Financial transactions not associated with a claim. This may include capitation, case management, incentive payments, retrospective settlements, pharmacy rebates, and other related information.

**Non-mandated Data Submitter** - Includes any entity other than a mandated data submitter, including any health benefit plan offered or administered by or on behalf of the federal government where such plan, with the agreement of the federal government, voluntarily submits data to GMCB for inclusion in the VHCURES APCD on such terms as may be appropriate.

**Patient** - For the purposes of this RFP, this term is equivalent to member, enrollee, beneficiary, or recipient.

**Payer Types** - Private or Commercial (including insured and self-insured health benefit plans), Medicaid, Medicare.

**PBM** - Pharmacy Benefits Manager

**PM** - Project Manager or Project Management

**PMBOK** - Project Management Body of Knowledge

**PMI** - Project Management Institute

**Protected Health Information**<sup>3</sup> - Information that could be used alone or in combination with other information to identify the individual who is the subject of the information, including:

1. Names
2. All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP Code, and their equivalent geographical codes, except for the initial three digits of a ZIP Code if, according to the current publicly available data from the Bureau of the Census:
  - a. The geographic unit formed by combining all ZIP Codes with the same three initial digits contains more than 20,000 people.
  - b. The initial three digits of a ZIP Code
3. Telephone numbers
4. Facsimile numbers
5. Electronic mail addresses
6. Social security numbers
7. Medical record numbers
8. Health plan beneficiary numbers
9. Account numbers
10. Certificate/license numbers
11. Vehicle identifiers and serial numbers, including license plate numbers
12. Device identifiers and serial numbers

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<sup>3</sup> From the Health Insurance Portability and Accountability Act



for all such geographic units containing 20,000 or fewer people are changed to 000.

3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.

14. Web universal resource locators (URLs)
15. Internet protocol (IP) address numbers
16. Biometric identifiers, including fingerprints and voiceprints
17. Full-face photographic images and any comparable images
18. Any other unique identifying number, characteristic, or code, unless otherwise permitted by the Privacy Rule<sup>4</sup> for re-identification

**TPA** - Third-Party Administrator

**VHCURES** - Vermont Health Care Uniform Reporting and Evaluation System (the Vermont APCD)

**VUHDDS** - Vermont Uniform Hospital Discharge Data Set (see Hospital Discharge Data)

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<sup>4</sup> The Privacy Rule (also known as Standards for Privacy of Individually Identifiable Health Information) is in Title 45 of the Code of Federal Regulations, Part 160 and Subparts A and E of Part 164. The Department of Health and Human Services (HHS) issued the Privacy Rule in December 2000 to implement HIPAA's mandate that HHS establish Federal standards for safeguarding the privacy of individually identifiable health information.





# 1. OVERVIEW and GENERAL INFORMATION

## 1.1 Introduction

The Green Mountain Care Board (GMCB) is soliciting competitive sealed, fixed-price proposals to replace and enhance the State's current all-payer claims database (APCD), known in Vermont as the Vermont Health Care Uniform Reporting and Evaluation System (VHCURES). This RFP provides details on what is required to submit a proposal, how GMCB will evaluate the proposals, and what will be required of the vendors in performing the tasks associated with this project as described below.

The GMCB will accept proposals on the following services in support of an improved solution for VHCURES, which for the purposes of this procurement will be referred to as VHCURES 2.0:

- Services to collect personally identifiable information from payers and create a Master Person Index (MPI)
- Data consolidation services and development of a data warehouse
- Hosting services for the data warehouse
- Web-enabled analytic and reporting solutions that interface with the data warehouse

Vendors must bid on all of these services, as further described in Section 3. Vendors may subcontract as needed, but should submit a single proposal.

## 1.2 Overview

The GMCB was created by the Vermont legislature in 2011 to oversee the design of Green Mountain Care, a comprehensive healthcare system to serve the healthcare needs of Vermont residents. The Board supports innovative systems and strategies to keep Vermont among the leading states in expanding quality, affordable healthcare to all Vermonters, while reducing waste and controlling costs. These efforts are coordinated with other State government agencies, healthcare professionals, the business community, and the citizens of Vermont.

Vermont law (18 V.S.A § 9410) requires that the State develop a unified healthcare database to enable the GMCB to carry out their duties under this chapter, chapter 220 of this title, and Title 8 including:

- (A) determining the capacity and distribution of existing resources
- (B) identifying healthcare needs and informing healthcare policy
- (C) evaluating the effectiveness of intervention programs on improving healthcare outcomes
- (D) comparing costs between various treatment settings and approaches
- (E) providing information to consumers and purchasers of healthcare
- (F) improving the quality and affordability of healthcare and healthcare coverage



**Project history:** In 2009, the State entered into a contract with a single vendor to build an all-payer claims database called VHCURES. The VHCURES data warehouse spans an incurred claims period of January 1, 2007 through the most recent quarter, with ongoing monthly submissions from major commercial insurers and quarterly and annual submissions from insurers with lower enrollment. There are approximately 70 commercial insurers for comprehensive major medical plans, Medicare Parts C and D, and Medicare supplemental insurance eligibility records, as well as Medicaid. Integration is underway for Medicare enrollment, claims, and other file types spanning 2007 through 2011. Medicare data will also be integrated rolling forward as files become available under a CMS data use agreement with GMCB. The current data consolidation contract with the VHCURES vendor expires in August 2014.

### 1.2.1 How VHCURES 2.0 Will Work

Data from health payers<sup>5</sup>, Vermont's Medicaid program, and CMS (Medicare) will be submitted to the VHCURES solution. The database will also include information about members enrolled in health insurance through the State's Health Insurance Exchange. Vendors providing the VHCURES solution will work in close partnership with the payers and the State to define and implement the technical specifications for submitting files. The specific elements to be provided by payers to VHCURES are expected to be released by GMCB as part of a draft rule for public comment in 2014. The draft rule will also specify, but not be limited to, data release and privacy requirements and standards. The current rule can be found at [http://gmcbboard.vermont.gov/sites/gmcbboard/files/REG\\_H-2008-01.pdf](http://gmcbboard.vermont.gov/sites/gmcbboard/files/REG_H-2008-01.pdf).

The new system will be configured in a manner that separates personally identifiable information from health data. Individuals enrolled in health insurance plans in the State or otherwise included on data files from data submitters will be entered into a Master Person Index. The Master Person Index will attribute a single unique identifier to each person included in the database, and will remain consistent through time and across payers. Person identifiers will subsequently be used in data processing, thereby removing direct person identifiers from claims or other data.

The VHCURES solution will collect, process, organize, and maintain public and private payer data, including eligibility files, claims files, non-claims information (see glossary), and provider information. The organized data will be delivered to a hosted data warehouse environment with role-appropriate user access. The warehouse will be used by an analytic environment to provide a spectrum of metadata, reports, and querying capabilities to authorized users.

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<sup>5</sup> Pertaining to mandated VHCURES data collection, the definition of "health payers" includes any health insurance company, nonprofit hospital and medical service corporation, managed care organization, third party administrator, pharmacy benefit manager, and any entity conducting administrative services and possessing claims data, eligibility data, provider files, or other information relating to healthcare provided under health benefit plans to Vermont residents regardless of care location or by Vermont healthcare providers and facilities. Pertaining to voluntary reporting, the term may also include, to the extent permitted under federal law, publicly funded healthcare benefit plans. The term may also include, to the extent permitted under state and federal law, any administrator of an insured, self-insured, or publicly funded healthcare benefit plan offered by public and private entities.



Under Vermont law and to the extent allowed by HIPAA and other federal rules and laws, the data shall be available as a resource for insurers, employers, providers, purchasers of healthcare, researchers, and state agencies to review healthcare utilization, expenditures, and performance in Vermont. VHCURES data will be made available in ways that will assure privacy protection and security, while also promoting transparency of healthcare related information.

### Goals for the VHCURES 2.0 Solution

- Better identity resolution for both providers and members
- Development of a data model that more accurately reflects how care is delivered
  - Grouping of claims data into meaningful clinical events, such as episodes of care
  - Mechanisms to incorporate non-claim-based financial information
- Elimination of multiple versions of the database to improve data consistency and security
- Improved automation and efficiency for data uptake, outputs, and quality control processes
- Development of a more robust analytic environment, rather than a stand-alone database
- Set the stage for integrating additional health-related data from diverse sources inside and outside State government as permissible and technically feasible. As an example, the State's existing hospital discharge database, originally developed in the early 1980s and currently managed by the Department of Health might be considered for integration.

### 1.2.2 How VHCURES Will Complement Other Major Health IT Efforts

All-payer claims databases like VHCURES provide states with the data resources needed to understand major characteristics of their healthcare marketplace, including aspects on costs, utilization, disease burden, and more. VHCURES is organized to support analysis, evaluation, and planning. The system allows for robust analytics that complement policy making initiatives, governance, and many other areas of research and management. The VHCURES database does not contain personally identifiable information or direct person identifiers, but instead utilizes unique person identifiers that, while untraceable to an individual, allow for appropriate linking of claims and other data. This approach could also be applied to other data sources with personal identifiers within the larger health information universe that would support the development of robust records that join clinical, claims, and socioeconomic data at the unique-person level without identifying any person. VHCURES is a primary data resource for the State, and is distinct from other databases, such as the Health Information Exchange (HIE), which stores clinical information and activity in a secure network that provides connections between healthcare providers<sup>6</sup>.

The information stored in VHCURES is used to support a number of public policy initiatives, including investigations into the quality of care provided to Vermont residents, cost of care, disease prevalence, access to

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<sup>6</sup> The HIE is intended to enable participating providers to share clinical and demographic data of patients they share.



care, disparities, and healthcare utilization. Utilization and expenditure information derived from VHCURES provides measures of efficiency and effectiveness of care. VHCURES provides information necessary to support improvements in the value of Vermont's healthcare delivery system, including quality, efficiency, and affordability. It is essential that VHCURES 2.0 develops in a manner that supports and in no way interferes with the integration of disparate data sources, including but not limited to discharge data and vital records.

### 1.2.3 Current Business Environment

VHCURES currently collects data from major commercial insurers (approximately 70 commercial insurers for comprehensive major medical plans, Medicare Parts C and D, and eligibility records for Medicare supplemental insurance) and Medicaid. These healthcare entities (payer types) include:

- Major payers including commercial insurers, Medicare, Medicaid;
- Third-party administrators (TPAs);
- Pharmacy benefit managers (PBMs);
- Administrators of self-insured or publicly insured health benefits plans; and
- Any other similar entity with claims data, eligibility data, provider files and other information relating to healthcare provided to Vermont residents.

The current VHCURES vendor provides the State with an extract on a quarterly basis, which is the primary analytic resource for a number of State processes and initiatives. Several different State agencies contract with analytic vendors to design and investigate research that informs these initiatives.

### 1.2.4 Helpful Links

Green Mountain Care Board  
<http://gmcboard.vermont.gov/>

Blueprint for Health  
<http://hcr.vermont.gov/blueprint>

Vermont State Innovation Model (SIM) Grant  
[http://gmcboard.vermont.gov/sim\\_grant](http://gmcboard.vermont.gov/sim_grant)

Strategic Plan for Vermont Health Reform  
<http://hcr.vermont.gov/sites/hcr/files/2013/Strategic%20Plan%20Revised%20July%202012.pdf>

Regulation H-2008-01, Vermont Healthcare Claims Uniform Reporting and Evaluation System (VHCURES)  
[http://gmcboard.vermont.gov/sites/gmcboard/files/REG\\_H-2008-01.pdf](http://gmcboard.vermont.gov/sites/gmcboard/files/REG_H-2008-01.pdf)

Vermont Act 48  
<http://www.leg.state.vt.us/docs/2012/Acts/ACT048.pdf>



## 2. SCHEDULE OF EVENTS

The expected timetable, including the proposal due date and other important dates, is set forth below.

RFP Posted	5/28/2014
Bidder's Initial Questions Due	6/9/2014
Bidders Conference	6/18/2014 3:00 p.m. EST
Posted Response to Bidder Questions	6/25/2014
Proposals Due	7/16/2014 3:00 p.m. EST
Finalist Demonstrations	8/18/2014 to 8/22/2014
Selection Notification	9/4/2014
Independent Review (depending on contract value)	9/8/2014 – 10/17/14 (generally 6 weeks prior to contract start)
Commence Contract Negotiations	10/20/2014

### 2.1 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: John McIntyre, Purchasing Agent, Office of Purchasing and Contracting, 10 Baldwin St, Montpelier, VT 05633 or john.mcintyre@state.vt.us. John McIntyre will be the sole contact for this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal.

### 2.2 Question and Answer Period

Any vendor requiring clarification of any section of this proposal must submit specific questions in writing according to the Schedule listed in Section 2. Questions must be e-mailed to the RFP Contact listed on Section 2.1 of this proposal. Any question not raised in writing on or before the last day of the initial question period is waived. Responses to the questions sent will be posted to the BGS Purchasing and Contracting website: <http://bgs.vermont.gov/purchasing/bids> .

### 2.3 Demonstration / Bidder's Conference

A demonstration will be required to help the evaluation committee measure the rated factors. After any discussions for clarifications and the initial evaluation of proposals received, bidders whose proposals receive the highest scores and are determined to be reasonably acceptable for award may be required to provide an on-site demonstration of their proposed solution for the evaluation committee. The State will factor information



presented during demonstrations into the evaluation scoring. Bidders will be responsible for all of their costs associated with providing the demonstration.

- Demonstrations will be provided on-site, unless acceptable alternatives are discussed with the State.
- Provisions may be made to furnish the bidder with any needed test data and a description of desired outputs.
- A pre-proposal bidders' conference has been scheduled for **June 18, 2014 at 3:00 p.m. EST.**

Call in number: 1-866-951-1151      PIN: 2852408

While attendance is not mandatory, interested bidders are highly encouraged to participate in this conference call. Interested vendors will have the opportunity to submit questions regarding the RFP requirements, and a sound recording of the meeting will be distributed upon request. Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP.



## 3. PROJECT SCOPE AND REQUIREMENTS

### 3.1 Project Scope

The State of Vermont expects the vendor(s) to provide a detailed approach to design, development, testing, and implementation of VHCURES 2.0 and supporting services. A high-level description of how the VHCURES 2.0 solution is anticipated to work is described in the paragraphs below and represented graphically in Figure 1.

#### *Master Person Index*

The vendor(s) will work with public and private payers in the State of Vermont to create a secure file transfer infrastructure and process for the management of membership files. The vendor(s) will be responsible for integrating payer membership files to create a single consolidated master index that will be used to generate person-level unique character strings. These Master Person Index identifiers will be used to replace membership IDs and other identifiable information in claims and membership files, during the process of building and refreshing the database.

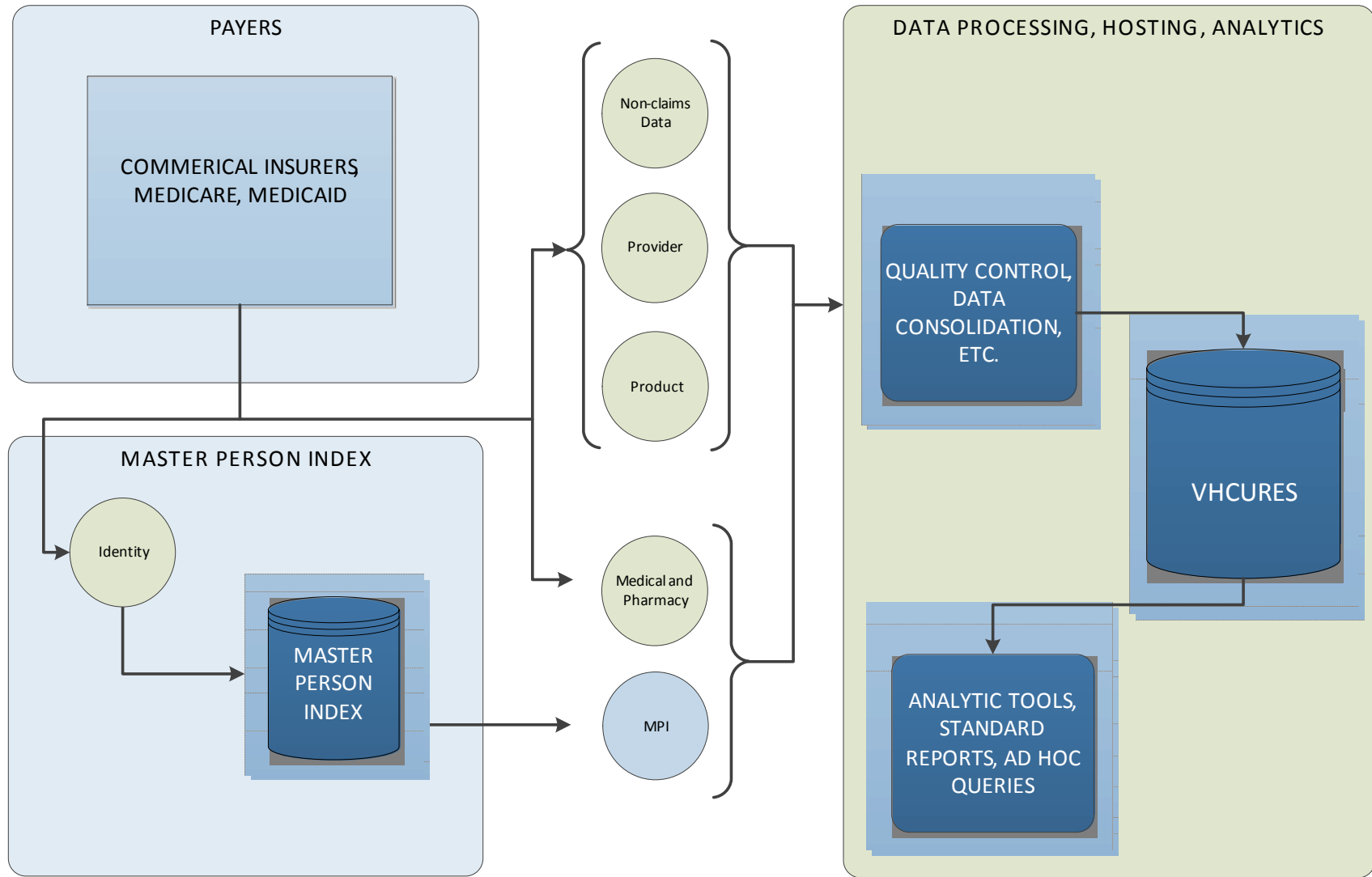
#### *Data Processing*

The vendor(s) will process public (Medicaid and Medicare) and commercial eligibility, claims and non-claims information (see glossary), and provider files from reporters including carriers, TPAs, PBMs, hospitals, and health systems for insured and self-insured health benefits plans as specified in State regulations providing services to Vermont residents. This vendor(s) will also coordinate with State efforts to create unduplicated provider directories, as well as other efforts as may be identified. The vendor(s) will receive monthly, quarterly, and annual eligibility and claims files as required of payers by State regulations or on a voluntary basis by non-mandated data submitters. The vendor(s) will conduct extensive quality checks on data, provide feedback and technical assistance to data submitters as needed, receive and process resubmitted data, and refresh the claims database with new data.

The VHCURES 2.0 solution will be made available to the State and other authorized users in a secure, access-controlled, hosted environment on vendor-provided servers. The hosted environment will integrate with an analytic and reporting solution that adequately supports the State's needs for data manipulation and interpretation.



Figure 1. High-Level Conceptual Schema for VHCURES 2.0





## 3.2 Project Requirements

For the purposes of reviewing high-level requirements, the scope of services has been broken out into two components, although the State will ultimately retain a single contract for the selected proposal(s). The two components of scope are broken out as follows:

<p>Scope A</p> <p>Master Person Index</p>	<ul style="list-style-type: none"> <li>• Services to collect personally identifiable information from payers and create a Master Person Index (MPI)</li> </ul>
<p>Scope B</p> <p>Data Management Services</p>	<ul style="list-style-type: none"> <li>• Data consolidation services and development of a data warehouse</li> <li>• Hosting services for the data warehouse</li> <li>• Web-enabled analytic and reporting solutions that interface with the data warehouse</li> </ul>

### 3.2.1 Scope A: Master Person Index Services

A vendor will be contracted to collaborate with insurers, the State, and other relevant parties in the creation of a unique person identifier and the incorporation of the identifier into claims data. This vendor will receive direct identifiers from payers and other data submitters, and will create a Master Person Index.

It is important to note that Medicare membership data is distributed by a federal vendor in the same transmission as the Medicare claims information. The federal vendor for distributing Medicare data does not receive or process any information from the State or the State’s vendors (i.e., Medicare is a combined one-way feed of data).

#### Master Person Index Services – High-Level Requirements

Number	Category	Requirement Description
A.1	Registration	The Vendor shall conduct an annual and ongoing registration process with all payers (including TPAs, PBMs, and other payers) having Vermont residents on their enrollment. The registration process will support data submissions and all other processes required by the State between the Vendor and the payers.
A.2	Registration	The Vendor shall provide to the State a list of payers that have registered, including payers that may be below the VHCURES threshold for mandated reporting of eligibility and claims data. The Vendor will provide other business information collected during the registration process, as specified by the State.



Number	Category	Requirement Description
A.3	Data Transfer	The Vendor shall utilize secure, encrypted file transfer and data communications for data being transmitted both to and from payers.
A.4	Data Transfer	The Vendor shall draft data transfer guidelines for data submitters.
A.5	Data Collection	The Vendor shall test and verify the proposed data submission processes with each data submitter prior to the submission of test data from submitters.
A.6	Data Collection	The Vendor shall draft submission technical specifications for data submitters, and shall draft and disseminate the technical specifications for the files they create and issue back to payers.
A.7	Data Collection	The Vendor shall maintain documentation of data submissions, including requests for resubmissions, as well as responses to those requests. This documentation will be made available to the GMCB upon request.
A.8	Data Collection	The Vendor shall notify the GMCB of non-compliance of data submitters that do not submit data, submit unusable data, or submit data of very low quality with inadequate efforts to resolve problems.
A.9	Data Collection	The Vendor shall provide data receipt reports to data submitters which specifically verify that the data received was the data expected, as defined by the metadata provided by the submitter.
A.10	Data Collection	The Vendor shall provide one-on-one communications and technical assistance to data submitters, which shall include the maintenance of an issues register for each data submitter.
A.11	Data Collection	The Vendor shall provide a transmittal report with their return files to data submitters that details, at a minimum, the number of records submitted, the number of usable records, the number of records matched, the number of records merged, the number of records split, and the number of newly assigned person IDs.
A.12	Data Collection	The Vendor shall have the capability to receive eligibility, membership, or other person-level datasets from State agencies, or other organizations partnering with the State and as approved by GMCB, to be incorporated into the Master Person Index. Fees for this service will be established separately from the Vendor's regular person index services with payers.
A.13	Data Collection	The Vendor shall cooperate with other vendors as needed to determine data layouts and transmittal methods. If the master person index is supported by a stand-alone vendor, in cases of disagreement, the default layouts and methods will be those of the data management vendor.



Number	Category	Requirement Description
A.14	Data Management	The Vendor shall create a unique person identifier for both historic and regular monthly eligibility data.
A.15	Data Management	The Vendor's algorithm for creating person-level identifiers must minimize the frequency of false positive (two or more individuals are designated with a single ID) and false negative (a single person is designated with two or more IDs) matching of individuals.
A.16	Data Management	The Vendor shall provide a complete dataset of the unique person-level identifiers to other vendors as required to support the overall solution.
A.17	Data Management	The Vendor shall provide documentation explaining their processes for validation of the submitted data files, and acceptance of replacement/resubmitted files, to data submitters.
A.18	Data Quality	The Vendor shall verify and record that data received from submitters met data quality requirements, and was within range of historical data files on quality parameters. This information will periodically be reported to the State, and will include any required narrative to explain deviations or unusual trends.
A.19	Data Quality	The Vendor shall provide status reports about data submission and conformance to specifications, not less than monthly, to support GMCB oversight of non-compliant data submitters.
A.20	Data Quality	The Vendor shall develop a comprehensive data quality plan as part of the Data Management Plan deliverable, to be approved by the State.
A.21	Security	The Vendor shall maintain ITIL/ISO90002-based service processes for incident response, release management, configuration management, recovery, and back-up for the data warehouse and datasets, and shall comply with all applicable confidentiality and privacy requirements.
A.22	Security	The Vendor shall be subject to all terms and conditions for annual security audits included in Attachment D.
A.23	Security	The Vendor shall ensure data at rest and in motion is secure and encrypted in compliance with HIPAA and applicable State law.
A.24	Security	The Vendor's solution shall comply with CMS security guidelines.
A.25	Security	The Vendor's solution shall comply with HIPAA security guidelines and applicable State laws.



Number	Category	Requirement Description
A.26	Security	The Vendor's solution shall not release data to any entity without the express permission of the GMCB.
A.27	Support	The Vendor shall identify a Project Manager to oversee the implementation and ongoing operations of the Vendor's role in the VHCURES solution, who will serve as a single point of contact for the GMCB.
A.28	Support	The Vendor's Project Manager shall coordinate with other project managers, as described and depicted in Section 3.3.3.
A.29	Support	The Vendor shall provide feedback and technical assistance to data submitters on data completeness and quality, including processing resubmitted data files, etc.

### 3.2.2 Scope B: Data Management

The vendor is expected to provide a scope of services that encompasses the following:

- Assist in the design, writing, updating, implementation and operation of the technical requirements for insurer registration (including Third Party Administrators (TPA) and Pharmacy Benefit Managers (PBM)), data submission, edits and thresholds for quality and completeness, data matching, and database maintenance and organization.
- Work directly with all payers to provide direction and technical assistance on data submission and data quality issues.
- Collect, process, organize, update, and maintain public and private payer data, including member files, claims files, provider directories, and other non-claims based information (see glossary) as specified by the State.
- Design and maintain granular reporting generated from insurer registration and on data submitter compliance, processing, and data quality issues; provide routine, accessible management reports to the State for tracking action items and issue resolution.
- Derive fully-documented value added fields as required by the State.
- Transform data tables in preparation for the hosted data warehouse.
- Produce and maintain a Data Dictionary throughout the term of this contract. The Data Dictionary shall contain detailed specifications and documentation for the consolidated data sets, including description of files, tables, data elements, codes, and completeness of elements. The Data Dictionary shall also include entity relationship diagrams and version control information to allow for tracking of all changes made over time.
- Host a privately managed data center that will provide all APCD data to the State of Vermont and, as authorized by the State, to the public. Such hosting shall consist of:



- Maintaining servers and other necessary hardware
- Software and operating systems
- Firewalls, anti-virus software, and other security measures
- Data back ups
- Disaster recovery and fail over procedures that adhere to state-defined recovery time and recovery point objectives
- System availability according to state-defined thresholds for system up-time
- State-defined system access permissions and roles
- Provide controls for role-appropriate access to VHCURES data.
- Provide the State with user access reports.
- Develop template-based, parameter driven “dashboard” style reports supporting major healthcare reform initiatives including but not limited to: payment reform, population health, and improving healthcare and the health of Vermont residents.
- Design and implement a security plan that will allow for suppression of data in instances of small population size in order to ensure that personal health information is not inadvertently disclosed.

**Data Processing – High-Level Requirements:**

Number	Category	Requirement Description
B.1	Registration	The Vendor shall conduct an annual and ongoing registration process with all payers (including TPAs, PBMs, and other payers) having Vermont residents on their enrollment. The registration process will support data submissions and all other processes required by the State between the Vendor and the payers.
B.2	Registration	The Vendor shall provide to the State a list of payers that have registered, including payers that may be below the VHCURES threshold for mandated reporting of eligibility and claims data.
B.3	Registration	The Vendor shall collaborate with the State in compliance monitoring of payers with respect to registrations.
B.4	Registration	The Vendor shall maintain a contact database and listserv keyed from both the registration and ongoing data submission process for the purpose of supporting program communication via direct notifications.
B.5	Data Collection	The Vendor shall provide a secure, encrypted file transfer methodology to exchange data with submitters.



Number	Category	Requirement Description
B.6	Data Collection	The Vendor shall provide submission technical specification and automated data transfer guidelines for carriers, TPAs, PBMs, and other mandated and voluntary data submitters.
B.7	Data Collection	The Vendor shall develop and maintain a Data Submission FAQ and troubleshooting guide.
B.8	Data Collection	The Vendor shall test and verify the proposed data submission processes with each data submitter prior to the submission of test data from data submitters.
B.9	Data Collection	The Vendor shall identify and document methods for incorporating claims and other data from Medicare and Medicaid into the data warehouse.
B.10	Data Collection	The Vendor shall provide reports to the data submitters that clearly indicate whether test data met submission criteria and quality, and document any changes requested of submitters.
B.11	Data Collection	The Vendor shall test and verify the proposed data management processes prior to the submission of test data from data submitters.
B.12	Data Collection	The Vendor shall develop specifications for collecting non-claims expense data and any other non-claims information as requested by the State, in coordination with a State-appointed workgroup to this subject.
B.13	Data Collection	The Vendor must develop and implement a plan for incorporating several years of historical data into the database.
B.14	Data Collection	The Vendor shall utilize data collection and database requirements that comply with APCD Council data standardization, including ANSI X12 compliance.
B.15	Data Collection	The Vendor shall collaborate in developing specifications for the unique person identifier and for evaluating the accuracy of the identifier.
B.16	Data Collection	The Vendor shall hold one-on-one meetings to ensure that newly identified data submitters are provided with support and training on the data submission process.
B.17	Data Collection	The Vendor shall support group technical training sessions with data submitters for initial system implementation and as requested by the State when system requirements change.



Number	Category	Requirement Description
B.18	Data Collection	The Vendor shall provide data receipt reports to data submitters that demonstrate the data received matched the parameters that were expected, as defined by the submitter's metadata. Data receipt reports will be provided for every instance of routine submission of data and archived.
B.19	Data Collection	The Vendor shall maintain documentation of data submissions, including requests for resubmissions, as well as responses to those requests. This documentation will be made available to GMCB upon request.
B.20	Data Collection	The Vendor shall provide feedback and technical assistance to data submitters on data completeness and quality, including processing resubmitted data files, etc.
B.21	Data Collection	The Vendor will provide a data validation report to data submitters. The Vendor will log the receipt of data submitter verification of data accuracy.
B.22	Data Collection	The Vendor shall provide bi-weekly status reports about data submission and conformance to specifications, to support GMCB oversight of non-compliant data submitters.
B.23	Data Quality	The Vendor shall verify and record that data received from submitters met basic data quality requirements, and was within range of historical data files on quality parameters. This information will periodically be reported to the State, and will include any required narrative to explain deviations or unusual trends.
B.24	Data Quality	The Vendor shall develop a comprehensive data quality plan as part of a Data Management Plan, to be approved by the State.
B.25	Data Management	The Vendor shall have the capability to maintain reference data values that are customized by payers (i.e., payer-specific coding or values).
B.26	Data Management	The Vendor shall incorporate the most current Medicare national provider index (NPI) into the database, and ensure timely updates to the database when refreshed NPIs are available.
B.27	Data Management	The Vendor shall ensure that claims link appropriately to eligibility data and provider data.
B.28	Data Management	The Vendor shall develop a transition plan, including provisions for Vendor resources, in the event the contract expires or is terminated.
B.29	Data Management	The Vendor shall develop and maintain consistent data archiving methods, including methods to recover archived data.



Number	Category	Requirement Description
B.30	Data Management	The data warehouse solution should be capable of accommodating new data fields derived from existing data fields, as specified by the State.
B.31	Data Management	The Vendor shall produce and maintain an online Data Dictionary containing detailed specifications and documentation for the consolidated data sets, including description of files, tables, data elements, codes, and completeness of elements.
B.32	Data Management	The Data Dictionary shall include entity relationship diagrams.
B.33	Data Management	The Data Dictionary shall include version control information to allow for tracking of all changes made over time.
B.34	Data Management	The Vendor shall store VHCURES data in a secure database environment where it will function as the back end of an associated analytic environment and serve as a hosted data environment for remote users.
B.35	Data Management	The Vendor shall have the ability to create new datasets or datamarts to support analyses as they are identified by the State.
B.36	Data Management	The Vendor shall store consolidated data in a format that is efficiently designed for querying and optimized for multiple parameter filtering. The data warehouse must follow best practices in terms of referential integrity, constraints, index structure, normalization, etc.
B.37	Data Management	The Vendor will ensure that historical datasets are archived and accessible to the analytic environment.
B.38	Data Transfer	The hosted data warehouse must incorporate claims data refreshes on a quarterly basis (or other basis depending on data submission schedule).
B.39	Data Transfer	The Vendor shall conduct quality checks and update their database for past submission timeframes with additional data and corrected data.
B.40	Data Transfer	The Vendor will support complete data extracts of the claims database on an as-needed basis.
B.41	Data Transfer	The Vendor shall create and deliver files as needed to support the extract, transform, and load processes required for the hosted data warehouse environment, the State, and State contracted entities
B.42	Security	The Vendor shall ensure data at rest and in motion is secure and encrypted in compliance with HIPAA and applicable State laws.





Number	Category	Requirement Description
B.43	Security	The Vendor shall conduct an annual security assessment, and shall be subject to all terms and conditions for annual security audits included in Attachment D.
B.44	Security	The Vendor shall maintain a data and systems security log that can be reviewed by an independent auditor and otherwise provided upon request.
B.45	Security	The Vendor shall not release or use data from the VHCURES solution for any purposes other than those authorized by the GMCB.
B.46	Security	The Vendor shall ensure that all data services are provided within the United States.
B.47	Security	The Vendor's solution shall comply with CMS security guidelines.
B.48	Security	The Vendor's solution shall comply with HIPAA security guidelines and applicable State laws.
B.49	Security	The Vendor's servers must be physically secured with access controls such as biometric, badge, and other security solutions.
B.50	Security	The Vendor shall ensure that security violations are identified, documented, resolved, and reported to the State.
B.51	Security	The Vendor must contract with a third party to perform a SSAE 16 Type II security assessment to verify that all data is maintained in a secure environment.
B.52	Support	The Vendor shall participate in a State-appointed data users group, and provide troubleshooting services for accessing or analyzing data.
B.53	Support	The Vendor shall identify a Project Manager to oversee the implementation and ongoing operations of the Vendor's role in the VHCURES solution, who will serve as a single point of contact for the GMCB.
B.54	Support	The Project Manager shall coordinate with other project managers, as described and depicted in Section 3.3.3.
B.55	Support	The Vendor must provide training and technical support to the GMCB and GMCB-approved users, including troubleshooting problems with both access to data and analyzing data.
B.56	Support	The Vendor shall provide one-on-one communications and technical assistance to data submitters, which shall include the maintenance of an issues register for each data submitter.



Number	Category	Requirement Description
B.57	Access	The Vendor shall collaborate with GMCB staff to create and manage user roles and rights to the data warehouse.
B.58	Access	The Vendor shall employ access controls to allow a variety of user profiles with role-appropriate access, both to the raw data and to reports and analyses within the business intelligence front end. For example, the capability to give analysts full read-only access to the raw data tables (or views that mirror them), plus the ability to create temporary tables within queries.
B.59	Access	Access controls to data shall have the ability to restrict users at the table level, the row level, and the column level.
B.60	Access	Access controls to data will be implemented in a way that does not restrict the downloading of query results, nor unduly impact the performance of such downloads.
B.61	Access	The Vendor shall make the hosted data warehouse and analytic environment available to the State and other users not less than 99.5% of the time.
B.62	Server/Database	The Vendor shall ensure that all planned maintenance services related to any components of the APCD solution must be reviewed and approved by GMCB prior to their execution.
B.63	Server Database	The Vendor shall support the GMCB's and other State agencies' full access to the raw data managed within the operational data store or data warehouse. In particular, access will not be impeded by the Vendor due to proprietary coding or any other business-specific reason. The Vendor shall act in accordance with the understanding that the State of Vermont is the primary owner of the data warehouse.
B.64	Server/Database	The Vendor will provide data warehouse access that fully supports queries on the raw data by State and State-approved analytic users. The Vendor will ensure that the operation of the business intelligence or other solutions is not affected by such queries, even when, in the process of the development of ad-hoc queries, analysts may inadvertently run queries that place an excessive load on the server. This can be achieved by having an instance of the full raw data available to analyst queries through a separate server, or via other means recommended by the Vendor.
B.65	Server/Database	The Vendor shall provide access to a 5% random sample of the full raw data, to facilitate the development of ad-hoc queries. This sampled access will be implemented in such a way that queries on the sampled data are handled by the server much faster than analogous queries on the full database.



Number	Category	Requirement Description
B.66	Server/Database	The Vendor shall create query performance benchmarks for user acceptance testing and performance monitoring, to be approved by the GMCB.
B.67	Server/Database	The Vendor shall provide reports that describe both utilization metrics as well as performance metrics for all components of the APCD solution to the GMCB staff upon request. Utilization metrics should be both identifiable and summarized to address audit trail as well as trends in user activity.
B.68	Server/Database	The Vendor shall maintain a comprehensive emergency back-up and recovery plan for database.
B.69	Server/Database	The analytic environment will utilize the hosted databases as a real-time source of data.
B.70	Server/Database	The Vendor should provide a 24-hour recovery point objective (nightly backup) for the data warehouse and any customized datasets that operate in the analytic environment, or comparable level of assurance on configurable data recovery.
B.71	Server/Database	The Vendor shall have a maximum of five (5) days as a recovery time objective to restore full functionality to the hosted environment.
B.72	Configuration	The Vendor should provide an interface for public access to high level analyses and statistical summaries of information from the data warehouse. The types of information presented should be determined in conjunction with the State.
B.73	Configuration	The analytic environment will include access to a business intelligence tool that allows for ad hoc queries and independent analyses in support of policy research.
B.74	Configuration	The analytic environment shall have the capability to produce both standard and customized reports. Reports will be available both with and without added security features, such as small population size suppression.
B.75	Configuration	The analytic environment will allow for querying of archived datasets, which will be made available in the hosted environment.
B.76	Capability	The analytic environment shall provide the ability to create user-defined dashboard-like reports.
B.77	Capability	The analytic environment shall provide an ad hoc query tool.
B.78	Capability	The analytic environment shall include tools for creating derived fields and grouping fields.



Number	Category	Requirement Description
B.79	Capability	The analytic environment will support longitudinal analyses by subpopulations.
B.80	Capability	The analytic environment will support price transparency analyses, allowing users to view regional and provider level disparities in cost, quality, and access.
B.81	Capability	The analytic environment will support analyses based on episodes of care, by procedures, and by major medical conditions.
B.82	Capability	The analytic solution will support the identification of health plans and design, and analyses that group individuals based on health plan.
B.83	Capability	The analytic environment will support analyses based on risk scores, and the Vendor will provide documentation of the methodologies used in scoring.
B.84	Capability	The analytic environment will support analyses based on gaps in care.
B.85	Capability	The analytic environment will support analyses based on HEDIS measures.
B.86	Capability	The analytic environment will support analyses on costs for select procedures by facilities (inpatient, outpatient, or stand-alone). The environment will further identify out-of-pocket costs for enrollees, as part of assessments on the impact of cost-sharing on utilization.
B.87	Capability	The analytic environment will support analyses on cost by provider for various services. Examples include office visits, specialist services, and treatments.
B.88	Capability	The analytic environment will support analyses on disease prevalence by appropriate geographic units.
B.89	Capability	The analytic environment will support analyses on total cost of care profile by appropriate geographic units.
B.90	Capability	The analytic environment will support analyses on utilization of services (specialists' services, diagnostic services, generic vs. brand name drugs) by appropriate geographic units.
B.91	Capability	The analytic environment will support analyses on 30-day admissions and readmissions by facilities and/or by conditions, as well as preventable 30-day readmissions by facilities and/or by conditions.
B.92	Capability	The analytic environment will support analyses on the density of physicians by specialties by appropriate geographic units.



Number	Category	Requirement Description
B.93	Capability	The analytic environment will support analyses on demographics, including percentages of population by coverage type, correlated with geography.
B.94	Capability	The analytic environment will support analyses based on drug utilization, major/minor drug groupings, generic vs. brand name, and generic ingredient.
B.95	Maintenance	The Vendor shall maintain the analytic environment, including upgrades and up-to-date patches, for the duration of contract.
B.96	Maintenance	The Vendor's resources for supporting new GMCB business needs shall not diminish the Vendor's resources already allocated to ongoing maintenance of the analytic environment.

### 3.3. Project Approach

#### 3.3.1 Project Deliverables

During the implementation of VHCURES 2.0, the GMCB requires the vendor(s) to provide the following deliverables. These deliverables will provide documentation of the solution implementation process, and the structure and function of the solution's business and technology components. The GMCB expects the vendor(s) to provide these deliverables based on the project stages discussed in Section 3.3.2, which will be supplemented with dates once a project schedule is determined.

It should be noted that, in response to the unique system proposed by the selected bidder, the Vermont Department of Information and Innovation will require certain additional detailed technical deliverables as part of contracting. Examples of these deliverables would be a System Security Plan and an Information Security Risk Assessment. These documents will be further discussed and specified during contract negotiations.

#	Deliverable	Vendor for Master Person Index Services	Vendor for Data Processing Services
A	Bi-weekly Status Report	Required	Required
B	Project Management Plan	Required	Required
C	Configuration Management Plan	Not Required	Required
D	Data Management Plan	Not Required	Required
E	Requirements Traceability Matrix	Required	Required



#	Deliverable	Vendor for Master Person Index Services	Vendor for Data Processing Services
F	System Architecture Design Document	Required	Required
G	Business Systems Design	Not Required	Required <sup>7</sup>
H	Test Plan	Required	Required
I	Operations & Maintenance Manual	Not Required	Required
J	Operational Support Plan	Required	Required
K	Contingency/Recovery Plan	Required	Required
L	Interface Control Document	Required	Required
M	Conceptual Data Model	Required	Required
N	Logical Data Model	Required	Required
O	Physical Data Model	Required	Required
P	Data Dictionary	Required	Required
Q	Training Plan	Not Required	Required
R	On-site / Off-site Strategy	Required	Required

#### A. Bi-weekly Status Report

The vendor is required to produce bi-weekly status reports through the duration of the implementation of the VHCURES 2.0 Solution. Within the report, the vendor must document project progress, provide updates to project risks and remediation plans, and provide updates to the implementation schedule.

#### B. Project Management Plan

The Project Management Plan will establish and communicate the overall project organization and governance as well as project management control processes, and serve as the guiding document for managing the Vendor's implementation project(s). The Project Management Plan should include at least the following:

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<sup>7</sup> Business Systems Design document will be required only for the analytic portion of the scope of services.



- Scope statement and Scope Management Plan
- Schedule Management Plan
  - The Schedule Management Plan must include a project schedule, created in Microsoft Project or comparable scheduling software. The project should include major project phases, including start and end dates, and key milestones. The schedule may also act as the documentation of the project's Work Breakdown Structure (WBS).
- Cost Management Plan
- Communications Management Plan
- Risk Management Plan
- Other sub-plans typical of Project Management Plans, or as desired by the Vendor

### **C. Configuration Management Plan**

The Vendor will provide a Configuration Management Plan (CMP) to document the strategy and processes for managing and versioning configuration items created during the development, implementation, and maintenance phases of the solution.

This plan will describe the techniques and tools that will be used for managing the various environments, defining the proper authorizations and approvals, and controlling the migration of code through those authorizations and approvals. The Configuration Management Plan must contain at least the following:

- Approach and Scope
- Description of Configuration Items
- Configuration Naming Standards
- Configuration Management Tool
- Access controls established within the tool
- Process and procedures for creating development work streams, check-in, check-out procedures
- Procedures for integrating with the Integrated Development Environment (IDE)
- Migration procedures and checklists
- Source code backup and recovery procedures
- Process for periodic configuration reviews
- Configuration reporting requirements



## D. Data Management Plan

The Vendor is required to provide a Data Management Plan that describes how the data will be standardized, organized, archived, distributed, and secured. The Data Management Plan must be continuously maintained throughout the contract period.

The Data Quality Sub-Plan is intended to describe the Vendor's approach for ensuring and monitoring the timeliness, completeness, accuracy, and consistency of the data.

The Data Security Sub-Plan is intended to identify all relevant security standards, laws, and regulations applicable to the functionality being deployed. The Vendor will be responsible for developing a security plan that describes how the Vendor will comply with Enterprise Security Standards, industry standards, and specific GRCB requirements.

The Data Management Plan must include at least the following:

- Strategy for managing data
- Plans for data retention and archiving
- Data load schedule and prioritization strategy for data submitters
- Data Quality Sub-Plan
  - Strategy for ensuring data quality is maintained and verified, including description of processes
  - Data quality benchmarks
  - Description of data quality reports
- Data Security Sub-Plan
  - Security controls framework
  - Data encryption
  - Security operations
  - Compliance with applicable regulations
  - Period security auditing
    - Monitoring and vulnerability test procedures
    - Internal and external threats; risk analysis
    - Business continuity and incident response plans





## **E. Requirements Traceability Matrix**

The Vendor(s) must create a plan with the State for developing a comprehensive Requirements Traceability Matrix. During this process, the Vendor must be on-site to meet with key stakeholders.

The Vendor(s) will be accountable for ensuring close correlation between development of VHCURES 2.0 and the State's business requirements. The Vendor(s) must create a Requirements Traceability Matrix that elaborates the high-level business requirements to broader detail and captures all necessary functional and non-functional system requirements, and further correlates these with the planned system design and testing to ensure this functionality is delivered and tested.

## **F. System Architecture Design Document**

The Vendor must document the proposed system architecture, which will reflect the outcomes of the requirements validation and business design activities. The System Architecture Design Document must also describe the security model used for the system. The System Architecture Design Document must contain at least the following:

- Application Architecture
  - Utilized technology, patterns, and frameworks
  - Existing leveraged capabilities and built capabilities
  - Business layer, User Interface layer, Integration layer, and Interface layer architecture details
  - Logical software architecture
  - Data architecture
- Hardware and Execution Architecture
  - Runtime architecture
    - Runtime environment
    - Deployment model
    - Runtime software
  - Network architecture
    - Network layout for deployment and execution
  - Security architecture
    - Network security
- Identification and description of links with the database structure diagram
- Identification and description of the identified interfaces



## G. Business Systems Design

Once the finalized requirements plan is complete, the Vendor will undertake a design process that reflects its systems development life-cycle (SDLC) described within its contract. The Business Systems Design must contain at least the following:

- Approach for carrying out and completing of Joint Application Design (JAD) sessions
  - Identification of stakeholders
  - Walkthroughs conducted
  - Meeting notes from JAD sessions
  - Outcome of JAD sessions
- Proposed screen layout and design prototypes
- Business rules and exceptions
- Required data elements and fields
- Workflow
- Identification of reports
- Description of the source and the target systems
- Design considerations for interfaces, conversion, testing, training, and implementation
- Design considerations for user groups, roles, and security

## H. Test Plan

The Vendor is responsible for the planning and execution of unit, system, performance (stress and volume), security, regression, and integration testing. The Vendor will also provide training environments, user testing, and required support, such as error logging and troubleshooting. The test plan will include the test cycle, test scripts, conditions, a plan for test data creation, and expected results definition for each test phase. The scope of the testing will address all detailed requirements developed and follow the test cases developed by the Vendor for the system. The Test Plan must include at least the following:

- Pretest preparations
- Descriptions of testing approach, tests to be performed, and tools planned for testing (e.g., description of the automated software testing approach)
- Roles and responsibilities of testing team
- Test scripts:
  - Tester action
  - Expected results



- System response
- Total steps passed
- Total steps failed
- Descriptions of testing standards, reviews, success and progress metrics, and procedures for retesting
- Acceptance criteria for the completion of each testing phase
- Procedure for reporting and resolving defects, which must include performance metrics, trend analysis, and progress tracking of defect resolutions
- Plans for infrastructure testing, which must include backups, failure, and other system hardware
- Testing environment plans and specifications

#### **I. Operations and Maintenance Manual**

The Vendor must provide an Operations and Maintenance Manual that describes the APCD system’s technical infrastructure and the procedures used to maintain the system. The manual will also include descriptions for handling exception incidents and conditions. The manual will be written clearly and precisely enough to allow experienced operators to effectively manage, troubleshoot, and restore a system. The Operations and Maintenance Manual must include at least the following:

- Description of technical infrastructure
- Procedures for startup/shutdown
- Procedures for batch execution
- System maintenance procedures
- Procedures for accessing servers and backups
- Procedures for restoring system configuration settings
- Procedures for system troubleshooting
- Procedures for exception handling

#### **J. Operational Support Plan**

To assist with the launch support phase of the implementation, the Vendor will create an Operational Support Plan that describes the objectives, scope, approach, deliverables, and technology and tools related to launch support. The plan will also describe staff roles and responsibilities, resources needed, time frames, assumptions, dependencies, and risks and issues related to launch support. The Operational Support Plan must include at least the following:

- Descriptions of all support activities related to production operations
  - E.g., batch, back-up, print, interface, operational support, report schedules, emergency change



control, and recommendations for improving operations

- Resources and responsibilities for operational support
- Descriptions of help desk incident support for troubleshooting and coding activities, and functional support to end-users
- Application, database, server, storage, storage area network (SAN), and network performance tuning procedures
- Security administration procedures
- Technology support for infrastructure and software (e.g., server, storage, database)
- Establish change management procedure

#### **K. Contingency/Recovery Plan**

The Vendor must create a Contingency/Recovery Plan to define their approach to mitigating the risk of system and service unavailability. This plan should describe any efficient and effective recovery solutions. The Contingency/Recovery Plan must include management policies and procedures to maintain or restore business and technical operations in the event of system failure, emergency, or disaster.

#### **L. Interface Control Document**

The Vendor must describe the interfaces being implemented with the system. The Interface Control Document must include at least the following:

- Inputs and outputs of a single system or service
- Interface protocol between physical components or between any two systems/services
- Security around interface files and data

#### **M. Conceptual Data Model**

The Vendor must create a Conceptual Data Model that describes the high-level data entities, key attributes, relationships, and appropriate subject areas. The Conceptual Data Model must include at least the following:

- General conceptual data entity definitions
- Pictorial depiction of conceptual data entities and relationships between entities
- Mapping between subject area and conceptual data entities
- Data classification of conceptual data entities

#### **N. Logical Data Model**

The Vendor is required to create a Logical Data Model that represents the data organized in terms of entities and relationships. This organization must be independent of any specific data management technology. The



Logical Data Model must include definitions of business data elements and interrelations that will form the basis for physical database design.

#### **O. Physical Data Model**

In the Physical Data Model, the Vendor must represent a data design that reflects the facilities and constraints of the proposed database management system. The Physical Data Model must describe database entities, tables, views, attributes, columns, and/or fields. It also must describe relationships between entities affected by database indexing, storage, denormalization, and performance.

#### **P. Data Dictionary**

The Vendor will create a Data Dictionary that includes descriptions of the data objects, its origins, and relationships to other data in a data model. The Data Dictionary must include relationship diagrams of all data elements and detailed descriptions of data elements (e.g., business description, structure, length).

#### **Q. Training Plan**

The Vendor will create a Training Plan that addresses the specific objectives, scope, approach, deliverables, roles and responsibilities, and timeframes for completing knowledge transfer. The strategy would be developed to provide for knowledge transfer prior to go-live and during the launch support period. This plan would be based on an assessment of the skills of Green Mountain Care Board staff, particularly with regards to the use of the analytic environment.

#### **R. On-site / Off-site Strategy**

The Vendor(s) will create a plan that addresses their expected approach for having personnel present at State offices during the design, development, and testing of the VHCURES 2.0 solution, and how this on-site presence will coordinate with the Vendor(s) offsite resources.

### **3.3.2 Project Timeline**

For the purposes of this section of the RFP, the term “timeline” is used to reference a subset of the overall project lifecycle, approximately from the point of having established contracts with the VHCURES 2.0 vendors to system launch and the establishment of routine operations. The intent of establishing this timeline is primarily to organize the order of major project milestones and **when required deliverables (documents) are expected to be both submitted and approved by the State.**

#### *Stage 1 – Development of Overall Infrastructure*

During the first stage, the vendor(s) will work collaboratively with the State’s project team to conduct all requisite activities needed to develop the logical concepts, high-level processes, and framework for the Master Person Index, the data warehouse, and the managed hosting environment.



*Stage 2 – Interfaces, ETLs, and Implementation of Data Collection Services and Warehouse Development*

During the second stage, the vendor(s) is required to develop, test, and deploy the interfaces for all of the data files required for the development of the data warehouse, as well as the quality control and ETL processes that bring data from payers into the warehouse. This stage will also see the initiation of data collection services, historical data loads, and other activities needed to support the creation of the core data warehouse.

*Stage 3 – Integration and Go-Live of Hosting and Analytic Services*

During the third stage, the vendor(s) is required to develop the datamarts and reports that will constitute the analytic environment, which will have been identified and defined during the first stage. This stage will see the deployment of the analytic environment and associated portals for the State and other approved users. This stage requires full integration with components of the first, second, and third phases.

Stage	Stage Description	Deliverables Due
1	Development of Overall Infrastructure	B. Work Plan
		R. On-site / Off-site Strategy
2	Interfaces, ETLs, and Implementation of Data Collection Services and Warehouse Development	C. Configuration Management Plan
		L. Interface Control Document
		M. Conceptual Data Model
		N. Logical Data Model
		O. Physical Data Model
3	Integration and Go-Live of Hosting and Analytic Services	D. Data Management Plan
		E. Integrated Requirements Plan
		F. System Architecture Design Document
		G. Business Systems Design
		H. Test Strategy & Plan
		I. Operations & Maintenance Manual
		J. Operational Support Plan
		K. Contingency/Recovery Plan



Stage	Stage Description	Deliverables Due
		P. Data Dictionary
		Q. Training Plan

### 3.3.3 Project Management

As specified in the project requirements, vendor(s) providing the solution will each provide a Project Manager (PM) who will collaborate with the State Project Manager and EPMO Oversight Project Manager. All PMs are expected to work in a coordinated effort to accomplish overall project objectives. Each PM shall be responsible for ensuring the successful completion of project work, while adhering to and assisting to further elaborate the GMCB VHCURES 2.0 Project Management Plan.

Vendor PMs shall also be responsible for the following:

- Produce the deliverables set forth in Section 3.3.1 above, except in cases where the deliverable already exists at the time the Vendor PM is assigned to the project or if omitted by exception and approved in writing by the GMCB Project Team.
- Meet with GMCB Project Team within the first week of the project to agree upon and document an estimated delivery date for each of the items listed in Section 3.3.1.
- Organize and archive project artifacts in an agreed-upon location, and maintain user accounts and permission structure as required.
- Create and maintain an updated work breakdown structure (WBS) in MS Project 2010 or higher reflecting solution related activities, dependencies, milestones, start and end dates, assigned resources, and percent of tasks completed to ensure project milestones and deliverables/outcomes are communicated and kept current.
- Work with the GMCB Team, including such contractors and agents authorized and designated by the State, to provide input to completing the current Project Management Plan (PMP) and all associated subsidiary plans.
- Provide Weekly Status Reports reflecting work completed during the previous week, and work activities targeted in the following week.
- Provide detailed Monthly Status Reports with information on milestones completed, and new risks or issues of concern including probability and potential impacts resulting. When applicable, provide recommendations to address new project issues and risks.
- Work with the GMCB to ensure impacts from changes to scope, schedule, budget, risk or resources are reviewed and understood before a change is undertaken, and that any such changes are formally accepted using a Change Request Form.
- Ensure that each project deliverable is documented on the approved project deliverable acceptance



form and has the formal sign-off from the GMCB, business stakeholder(s), and/or the Steering Committee as required and in accordance with the Project Management Plan (PMP).

- Notify the GMCB Project Manager of any high-level risks or issues that require intervention or specific action be taken beyond what the Project Team can accomplish at its level. Recommend specific corrective actions that can be taken to resolve the issue or risk.
- Oversee and direct the activities of vendor Project Team members.
- Schedule and lead regular Project Status Meetings. Provide agendas and capture action items, issues, and key decisions made. Distribute the documented notes to attendees.
- Attend such meetings regarding the Projects as may be directed by the GMCB Project Manager.
- Provide such additional project management support and coordination as may be required by the project.





## 4. INSTRUCTIONS FOR BID PREPARATION

### 4.1 Response Expectation

The Response documents shall consist of the following:

A. Technical Proposal

The Technical Proposal must contain the documents specified in Section 4.2.1 of this RFP, and in the order presented in that Section.

B. Cost Proposal

The Cost Proposal must contain the Cost Proposal forms in Attachment I to the RFP. Detailed instructions are included Section 4.2.2

C. Electronic Version of Response

In addition to the required paper documents, the bidder must submit one electronic copy of the Proposal documents (as a PDF file(s)) on a separate USB flash drive or CD. The USB flash drives or CD must contain one copy each of the Technical Proposal and Cost Proposal.

The bidder is responsible for ensuring that there are no discrepancies between the required electronic and hard copies submitted to the State. If any discrepancies between the versions exist and the State relies upon an element of one version or the other, which may not be the version that the bidder intended, the bidder nonetheless shall be bound by the submission to the State.

Submission Instructions:

Five identical copies of the Technical Proposal and Cost Proposal must be submitted. The Cost Proposal must be submitted in a separate, sealed envelope. In addition, the electronic copy must be submitted in a separate sealed envelope.

**Bidders must NOT include any costs in their Technical Proposal. Cost responses must be submitted separately in a clearly labeled and sealed envelope, and must only include a response to Section 4.2.2 of this RFP including the required accompanying Attachment I Cost Proposal Worksheets. If any cost information is found in the Technical Proposal, or if the Cost Proposal is not submitted in a separate, clearly labeled, sealed package, the entire response will be disqualified.**



## 4.2.1 Technical Proposal

Technical Proposal		
Tab	Description	Maximum Number of Pages
Tab A	Cover Letter	One page
Tab B	RFP Submission Checklist (Attachment H)	One page
Tab C	Executive Summary	Three pages
Tab D	Project Approach and Preliminary Implementation Plan	Five pages
Tab E	Training Capability	Two pages
Tab F	Corporate Background, Qualifications, Prior Experiences and References	Five pages
Tab G	Bidder's Capacity, Staff Qualifications, Staff Loading Chart (Attachment L)	Three page limit, in addition to resumes and Attachment L
Tab H	Financial Requirements	No limit
Tab I	Required Forms and Documentation	Nine pages (or the extent of the required forms, depending on if additional pages are needed)
Tab J	Responses to Essay Questions List (Attachment K)	Refer to page limits for individual essay questions in Attachment K
Tab K	Business Requirements (Attachment J)	10 pages
Tab L	Redacted Copy of Submittal/Offer pursuant to 1 VSA§ 315 et seq.	Length of the Submittal/Offer

### Tab A - Cover Letter

Content:

The cover letter should clearly state that the vendor is bidding either alone or in conjunction with other vendors on the services identified in Section 1.1. The cover letter should introduce the vendor's company and any subcontractors. The letter should explain why the vendor is bidding on this procurement, what value they offer, and any other information deemed relevant.



## Confidentiality:

As discussed in Section 4.5, all submittals will be subject to the State's Access to Public Records Law, 1 VSA§ 315 et seq. Subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. The vendor shall specify in their cover letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. **A redacted copy must be included for portions of submittal that are not proprietary (attach as Tab K). When redacting portions of the submittal, please highlight portions such that they are clear to the GMCB (i.e., please do not use black marker because it will be more difficult to determine exactly what material the vendor is asking to be withheld. Instead, use yellow highlighting that will allow the GMCB to understand what material the vendor proposes to be withheld. The GMCB will then redact the material that it deems is exempt from public disclosure).**

If the vendor wishes to propose an exception to any Terms and Conditions for Technology Contracts, it must notify the State of Vermont in the cover letter. Failure to note exceptions will be deemed to be acceptance of the Terms and Conditions for Technology Contracts, as outlined in section 6.10 of this RFP. If exceptions are not noted in the proposal but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

## Tab B - RFP Submission Checklist

Complete and include Attachment H, the RFP Submission Checklist.

## Tab C - Executive Summary

The vendor must include an executive summary that summarizes how their solution and approach will lead to project success for the GMCB. This is a high-profile project and the executive summary should spell out why the offered solution will provide the value the GMCB seeks. Staffing resources, project methodology and functional specifications should be emphasized here. Limit two pages.

## Tab D - Project Approach and Preliminary Project Plan

This section of the response consists of two parts:

1. Provide a detailed discussion of your team's approach to the successful design, configuration, customization (if applicable), and implementation of VHCURES 2.0. The response should include, but not be limited to, the following:
  - a. An explanation of how project objectives will be met including tasks and milestones needed to successfully complete each objective.
  - b. Include thorough discussions of methodologies regarding project management and control, delivery of education and training, cost control, and successful scheduling.
2. Provide a preliminary implementation project schedule, preferably in Microsoft Project, that identifies expected work timelines and deliverable due dates. In particular, the Vendor should include dates for



important system milestones (ex. data warehouse build, initial hosting go-live).

#### **Tab E - Training Capability**

Describe the training that the Vendor(s) expects to provide to State staff related to the operation of the proposed software or other necessary user component of the solution. This training should be sufficient to allow State and authorized users, at different levels of security and access, to effectively interact with the solution and perform analyses. Include a description of the level of training and materials offered, including relevant references to training materials.

#### **Tab F - Corporate Background, Qualifications, Prior Experiences and References**

Provide details of the company(s), including company size and resources, details of corporate experience relevant to the proposed project, and a list of other current or recent State projects.

If a Vendor intends to use subcontractors, the Vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform and the percentage of work allocated to subcontractors.

Vendors must provide a minimum of three reference names and phone numbers for similar projects the Vendor's firm has completed. The State reserves the right to contact any references provided by the Vendor. The State invites Vendors to provide letters of reference from previous clients.

#### **Tab G - Bidder's Capacity – Staff Qualifications**

In this section, provide information regarding the capacity of your company to provide the services outlined in the RFP. Describe the qualifications of the staff (including any sub-contractors) you propose for this project. The vendor must ensure that a suitable backup person is identified to continue progress with minimal disruption, should primary staff be replaced. The State may refuse access to, or require replacement of, any personnel for just cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with security or other requirements.

**Project Manager:** The bidder must propose a Project Manager to coordinate project activities. The Project Manager will provide ongoing daily direction and oversight to the technical staff; communicate with the GMCB project staff including the State IT agency staff; and report progress, risks, and issues to the GMCB Project Team. This individual must be a strong leader exhibiting clear communication, have the presence of mind to see the big picture, and engage staff from all aspects of the project.

The Project Manager will coordinate all awarded contractor staff involved in the project and ensure resource requirements are identified and addressed.

**Project Manager Qualifications:** A minimum of five (5) years demonstrated experience leading projects of similar size and complexity providing on-schedule and on-budget completion, and two (2) or more years' experience with awarded contractors solution(s) The Project Manager must be able to manage schedule, scope, resources, risk, and communications. A certified PMP is preferred for this role.



**Technical Lead:** The bidder must propose one Technical Lead to oversee the intricate technical aspects of the project. This person will provide daily direction and guidance on the technical aspects (data, interface, protocol, configuration, etc.). This person will be a close partner with Vermont Enterprise Architecture team and DII staff, providing knowledge transfer and collaboration on this work. This individual will also be responsible for providing any necessary diagrams or documentation for the State. This technical lead must have experience with systems supporting unique identification and Master Data Management. Other projects the state has currently often are held up by non-availability of a specific individual resource.

Proposed technical lead must demonstrate a minimum of three (3) years of experience as technical lead in facilitating multi-disciplined business (program) and technical staff teams to analyze, document, and diagram technical analysis solutions as outlined in the RFP.

**Data Lead:** The bidder must propose one Data Lead to oversee the intricate data aspects of the project. This person will provide daily direction and guidance on the data aspects (what the sources of data are, how data is transmitted, how data is structured, formatted and converted, etc.). This person will be a close partner with Vermont SOA team (and DII staff) providing knowledge transfer and collaboration on working with data and the defining the Governance of using data. This individual will also be responsible for providing any necessary diagrams or documentation for the State. This technical lead must have data expertise with a minimum of three (3) years in such a role.

Proposed data lead must demonstrate a minimum of three (3) years of experience as data lead in facilitating multi-disciplined business (program) and technical staff teams to analyze, document, and diagram technical analysis solutions as outlined in the RFP.

#### **Tab H - Financial Requirements**

Provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent three years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. A Vendor can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those Vendors unable to provide audited financial statements or Dun and Bradstreet report, the Vendor shall provide tax returns and financial statements including income statements and balance sheets for the most recent three years, and any available credit reports.

Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the Vendor's organization; or certify that no such condition is known to exist.

A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.



## Tab I - Required Forms and Documentation

The following forms and documentation must be completed and included with the proposal in order for it to be accepted by the state.

### **Attachment A: Certificate of Compliance**

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

### **Attachment B: Offshore Outsourcing Questionnaire**

This form must be completed and submitted as part of the proposal to be considered valid.

### **Attachment E: Workers' Compensation; State Contracts Compliance Requirement; Self Reporting**

- (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.
- The bidder is required to report information on any violations that occurred in the previous 12 months.
- **This form must be completed and submitted as part of the response for the proposal to be considered valid.**

### **Attachment F: Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting**

- Upon award of contract, and **prior to the commencement of work**, the successful bidder agrees to comply with Subcontractor Reporting requirements in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 as follows:
- Provide a list of subcontractors to be used on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is included in the bid package.
- Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Workers' Compensation; State Contracts Compliance Requirement will constitute non-



compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

#### **Attachment G: Econometric Modeling Questionnaire**

The Department of Buildings and General Services in accordance with 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.

For bid amounts exceeding \$100,000.00 bidders are required to complete and submit this attachment at the time of bid.

#### **Attachment M: Certifications and Assurances**

This form must be completed and submitted as part of the proposal to be considered valid.

#### **Tab J - Responses to Essay Questions List**

A set of questions about system implementation and the functional and technical ability of the proposed solution are found in Attachment K Essay Questions. Vendors must answer the questions in the associated response formats indicated in the attachment. Narrative responses should demonstrate an understanding of the State's business needs and how the vendor(s) plans to address those needs.

#### **Tab K – Business Requirements**

The list of high-level business requirements for this procurement is provided in an Excel workbook in Attachment J (this set of requirements is identical to those listed in Section 3). Bidders must respond to each requirement in Attachment J by submitting a completed Microsoft Excel workbook according to the instructions in the file.

The State is open to proposals that meet these requirements by the use of custom software development, by the use of COTS products, or by modifying an available COTS solution. Where appropriate, in the "comments" column provided in Attachment J, vendors should indicate whether they anticipate addressing meeting requirements of the VHCURES solution with a custom developed product, a COTS product, or a modified COTS product.

In the "delivery method" column of Attachment J, the vendor should further indicate:

- 1) The requirement is expected to be met with existing COTS functionality.



- 2) The requirement is expected to be met in a future planned release of existing COTS.
- 3) The requirement is expected to be met through new software development or customization of a COTS component.
- 4) The requirement is not proposed.

Further instructions are included in the Excel workbook (Attachment J).

#### **Tab L - Redacted Copy of Submittal/Offer**

Include, if necessary, a version of the submittal/offer highlighting material the vendor feels may be withheld pursuant to Vermont Statutes Annotated, Title 1, § 317 (c) (9). Please see section 4.5 of this RFP as well as the description of the information the vendor must include in Tab A.

#### **4.2.2 Cost Proposal**

Cost Proposal(s) must be provided under separate cover from the Technical Proposal, in a sealed envelope, and must include both the spreadsheet(s) in Attachment I and a cost narrative that explains how costs were arrived at (direct costs, indirect, or administrative costs, etc.). **Vendors may provide additional information about costs but must not fail to complete and submit Attachment I.** If necessary, the respondent should identify optional services (please list each separately) with fixed cost and skill sets required that they wish the State to consider as part of this engagement. Be clear about prices for any optional services and associated additional deliverables that are proposed in the RFP response that may not have been specifically identified in this RFP.

For Scope A, vendors should include in their cost narrative an explanation of anticipated costs for the ad hoc addition of population files to the Master Person Index that are provided from State systems, as distinct from payer systems. These population files may contain individuals that are new to the Master Person Index as well as individuals that will match to persons already contained in the Index. An example of such a State-based source of ad hoc population files would be the State's Health Information Exchange.

For Scope B, the State expects that this contract will contain, in services covered by fixed costs, 1,200 hours of ad hoc capacity to address analytic and support functions. As described in Attachment I, vendors bidding on Scope B must also specify an hourly rate for these ad hoc functions, per annum, should the designated amount of capacity be exceeded. The decision to utilize these ad hoc services will be at the State's request for specific activities, and will be defined and agreed to in writing, by both GMCB and the vendor, before work begins.

#### **4.2 Proposal Format**

- a. Use standard 8.5" x 11" white paper. Documents must be single-spaced and use not less than a twelve point font.
- b. Send five (5) identical printed copies of the proposal you are submitting by mail and include a computer





file copy of the document on a CD-ROM, USB flash drive, or DVD using PDF as well as Microsoft Word in the proposal packet.

- c. State your organization's name on each page of your proposal and on any other information you are submitting.
- d. Write the proposal in the order given in Section 4.1 Response Expectation.

## 4.3 Delivery of Proposal

Send five (5) hard copies and digital copy (as specified above) of your proposal to:

John McIntyre, Purchasing Agent  
Office of Purchasing and Contracting  
10 Baldwin Street  
Montpelier, VT 05633

Your proposal, (all components including hard copies and a digital copy) whether mailed or hand delivered, must arrive at the Office of Purchasing and Contracting by the date identified in Section 2 (Schedule of Events). Late responses shall not be accepted and shall automatically be disqualified from further consideration.

Delivery Methods:

- **U.S. MAIL:** Bidders 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 Office of Purchasing & Contracting 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 Office of Purchasing & Contracting.
- **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- **ELECTRONIC:** Electronic-only bids will not be accepted.
- **FAX BIDS:** FAXED bids will not be accepted.

The Office of Purchasing & Contracting does not take responsibility for any problems in mail or delivery, either within or outside the Office of Purchasing & Contracting. Receipt by any other office or mailroom is not equivalent to receipt by the Office of Purchasing & Contracting.



## 4.4 Bid Opening

The bid opening will be held at 10 Baldwin Street, Montpelier, VT and is open to the public. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, no further information pertaining to the bid will be available at that time other than the bid amount, and name and address of the bidder. The Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, it is determined that the nature, type, or size of the bid is such that Office of Purchasing & Contracting 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 bidder.

## 4.5 Public Record

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is information that constitutes a trade secret, is proprietary, or is confidential. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the bidder shall clearly designate the material as such prior to bid submission.

The bidder must provide the State with an electronic version of its proposal with the 'proprietary and confidential' information redacted, if necessary. The bidder must identify on the original/complete version each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should Office of Purchasing & Contracting receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder. All proposals shall become the property of the State of Vermont. All public records of the Office of Purchasing & Contracting or GRCB may be disclosed, except that RFP records shall not be released until the Vendor(s) and GRCB have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the successful bidder's proposal at the Office of Purchasing & Contracting. The name of any bidder submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.

Consistent with state law, the Office of Purchasing & Contracting or GRCB will not disclose RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. The Office of Purchasing & Contracting or GRCB will review the submitted bids and related materials and consider whether those portions specifically marked by a bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If in the Office of



Purchasing & Contracting's judgment or the GMCB's judgment, pages or sections marked as proprietary or confidential are not proprietary or confidential; the Office of Purchasing & Contracting or GMCB will contact the bidder to provide them with an opportunity to prevent the disclosure of those marked portions of its bid.

#### **4.6 Costs of Proposal Preparation**

GMCB will not pay any bidder costs associated with preparing or presenting any proposal in response to this RFP.

#### **4.7 Non-Responsive Proposals/Waiver of Minor Irregularities**

Read all instructions carefully. If you do not comply with any part of this RFP, GMCB may, at its sole option, reject your proposal as non-responsive. GMCB reserves the right to minor irregularities contained in any proposal.

#### **4.8 RFP Amendments**

GMCB reserves the right to amend this RFP. GMCB or the Office of Purchasing and Contracting 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 bidders by posting at <http://bgs.vermont.gov/purchasing/bids>.

#### **4.9 Rejection Rights**

GMCB may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no contract as a result of this RFP. Furthermore, a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

- The failure of the bidder to adhere to one or more provisions established in this RFP
- The failure of the bidder to submit required information in the format specified in this RFP
- The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

#### **4.10 Authority to Bind GMCB**

The Chair or Executive Director of the Green Mountain Care Board are the only individuals that may legally commit GMCB to any contract agreements.

#### **4.11 Expectations of the Selected Vendor(s)**

- The Vendor will be responsible for any and all travel expenses and not the State of Vermont.
- The Vendor's assigned Project Manager is not required to be on-site during the entire project; however, the Vendor should expect appropriate portions of project activities to occur on-site. A schedule of the Vendor's assigned Project Manager's on-site time is required to be presented for approval, to the State



Project Manager within 14 days of Contract award. This schedule can be adjusted as needed by mutual agreement between State and Vendor. Programming or other technical work performed by the Vendor for the project may be done partially or entirely off-site.

- Vendor and its staff shall be available to the State during Eastern Standard Time business hours Monday through Friday, excluding State Holidays. State staff will be available to Vendor during Eastern Standard Time business hours Monday through Friday, excluding State Holidays. It is paramount that programming, testing and project communications shall not be slowed down due to work time differences.
- The State of Vermont has the right to hold invoice payment for deliverable retainage fees until final approval if noted in the signed contractual agreement. In the event of a natural disaster the Vendor will work with State staff on any extension of staff commitment and timelines until the work is completed.
- The Vendor shall keep current all living documents, such as project plans.

## 4.12 Contract/Project Change Orders

Once the fixed price contract has been signed, if there are any changes to the scope of work, a change order must be processed and signed off by the State before any additional work is authorized. The State and the selected Vendor will work together to outline a change control process which will be used to manage changes to the scope of work being performed. A management reserve or contingency will be built into the original contract to accommodate unexpected changes in project scope or deliverables. The amount of that reserve will be determined later.

## 4.13 Required Project Policies, Guidelines and Methodologies

The vendor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology projects, which may be created or changed periodically (e.g., FISMA and HITECH). It is the responsibility of the vendor to insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) apply. These may include, but are not limited to:

- The State's Information Technology Policies & Procedures at: [http://dii.vermont.gov/Policy\\_Central](http://dii.vermont.gov/Policy_Central)
- The State's Record Management Best Practice at: <http://vermont-archives.org/records/standards/pdf/RecordsManagementBestPractice.pdf>
- The State Information Security Best Practice Guideline at: [http://vermont-archives.org/records/standards/pdf/InformationSecurityBestPractice\\_Eff.20090501.pdf](http://vermont-archives.org/records/standards/pdf/InformationSecurityBestPractice_Eff.20090501.pdf)
- The State Digital Imaging Guidelines at: <http://vermont-archives.org/records/standards/pdf/ImagingGuideline2008.pdf>



- The State File Formats Best Practice at: [http://vermont-archives.org/records/standards/pdf/FileFormatsBestPractice\\_Eff.20071201.pdf](http://vermont-archives.org/records/standards/pdf/FileFormatsBestPractice_Eff.20071201.pdf)
- The State File Formats Guideline at: <http://vermont-archives.org/records/standards/pdf/FileFormatsGuideline2008.pdf>
- The State Metadata Guideline at <http://vermont-archives.org/records/standards/pdf/MetadataGuideline2008.pdf>

#### 4.14 Hosted System Requirements

- 1) If the State determines it is needed, the vendor will sign a confidentiality agreement.
- 2) The contractor must host the State's solution within the United States of America.
- 3) The State reserves the right to periodically audit the contractor application infrastructure to ensure physical and network infrastructure meets the configuration and security standards and is in adherence to relevant state policies governing the system.
- 4) The State reserves the right to run non-intrusive network audits (basic port scans, etc.) randomly, without prior notice. More intrusive network and physical audits may be conducted on or off-site with 24 hours' notice.
- 5) The Vendor will have a third party perform methodology-based (such as OSSTM) penetration testing quarterly with the State, for duration of contract and any potential contract extensions, and will report the results of that testing to the State.

#### 4.15 Business Registration

To be awarded a contract by the State of Vermont, a Vendor must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Vendor's Business Account Number issued by the Vermont Department of Taxes <http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf>



## 5. PROPOSAL REVIEW

Each of the proposals will be reviewed by a Review Team of knowledgeable individuals. The team members will represent both the service area and central office if appropriate. All proposals will be reviewed for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

### 5.1 Scoring

All proposals received by the deadline that meet the response expectations in Section 4.1 will be reviewed in a formal evaluation process by the RFP Evaluation Committee comprised of select individuals from Green Mountain Care Board Senior Leadership Team and Staff, and select members of the VHCURES technical advisory group. The Evaluation Committee may request on-site oral presentations at its discretion.

All proposals will be evaluated based on the following criteria (unless otherwise noted):

CRITERIA FOR SCORING	Bidder's Score
<b>A. Quality of Bidder's Experience and Capacity</b>	<b>15%</b>
Criteria related to the bidder's corporate background and capacity	
A minimum of three years corporate experience with similar projects	
Demonstrated customer satisfaction with services in similar projects	
Experience with healthcare providers & insurers	
Project staffing plan is flexible enough to respond to changing project demand with adequate executive oversight	
Evidence of corporate fiscal stability	
The mission, vision and future direction of the corporation is consistent with the GMCB vision for the use of data in healthcare evaluation and reform	
<b>B. Bidder's Proposed Staff Capacity and Qualifications</b>	<b>20%</b>
Project Manager's qualifications	
A minimum of five (5) years of experience in managing project schedule, scope, resources, risk, and communication.	



CRITERIA FOR SCORING	Bidder's Score
Demonstrated understanding of the State's requirement to manage the project collaboratively and under the guidance of the State's Project Manager	
Technical Lead's qualifications	
Knowledge and understanding of healthcare industry including finance and reform	
A minimum of three (3) years of experience in facilitating multi-disciplined business and technical teams	
Data Lead's qualifications	
A minimum of three (3) years of experience analyzing, documenting, and diagraming technical analysis solutions as outlined in the RFP	
Knowledge and understanding of healthcare industry including finance and reform	
Other Staff qualifications	
Evidence of value added by other staff described in the proposal	
<b>C. Responsiveness to Specifications/Scope of Work</b>	<b>20%</b>
Degree to which the Technical Proposal adheres to the RFP	
Understanding of and responsiveness to the RFP's high-level business requirements, deliverables, and instructions in Section 4.1 (Response Expectation)	
Proposal Overview / Executive Summary describing overall approach	
Evaluation of Section 4.2.1 Tab D (project approach and preliminary project plan)	
Methodology narrative that demonstrates an understanding of how the solution fits into the strategic direction of GVCB & State of Vermont	
Description of the proposed data management strategy, including support for continuous quality improvement	
Demonstrated understanding of the key objectives of the RFP including security and privacy issues	



CRITERIA FOR SCORING	Bidder's Score
Approach to ongoing development and additional system functionality during operational years (including managing policies and procedures)	
Bidder's understanding of national data standards as they relate to All Payer Claims Databases (applicable only to Scope B, as referenced in Section 3.2)	
Experience providing effective consumer decision support tools and analytics (applicable only to Scope B, as referenced in Section 3.2)	
Demonstrated understanding of the data submission process, procedures for protecting confidentiality, and data submission compliance monitoring	
The approach to planned partnerships between vendors in support of this project (applicable only to Scope B, as referenced in Section 3.2)	
<b>D. Cost</b>	<b>25%</b>
Completion of the requested cost proposal (see Section 4.2.2)	
<b>E. Other</b>	<b>20%</b>
Compliance with State's Terms and Conditions	
Vendor demonstrations	
References	
<b>TOTAL</b>	<b>100%</b>

## 5.2 Communications

During the evaluation process the State may contact bidders for the purpose of obtaining clarification of their response.

The GMCB may, at its sole discretion, re-score related evaluation factors for one or more bidders after any interviews, presentations, or software demonstrations.

## 5.3 Selection of the Apparently Qualified Bidder(s)

The Review Team will evaluate the proposals based on responsiveness to RFP key points as described above, and will forward the completed scoring tools and recommendation to the GMCB Executive Director or his/her designee for final review and determination of the Apparently Successful Bidder(s).





## 5.4 Notification of Award

The Office of Contract & Purchasing will notify all bidders in writing of selection of the Apparently Successful Bidder(s). The Office of Contract & Purchasing will also notify all bidders when the contract resulting from this RFP is signed by posting to the Electronic Bulletin Board (<http://www.vermontbidsystem.com>).

## 5.5 Independent Review

Per Vermont statute, all information technology activities with a value of \$1,000,000 or more must undergo an “independent review” (IR) by an uninvolved party who is engaged by the State Chief Information Officer to review the decision of the contracting agency in its selection of a particular information technology proposal. The cost of the independent review is borne by the State Sponsor Agency. This review includes the following elements:

- An acquisition cost assessment
- A technology architecture review
- An implementation plan assessment
- A cost analysis and model for benefit analysis
- A procurement negotiation advisory services contract
- An impact analysis on net operating costs for the agency carrying out the activity

The final IR report will include mitigation strategies for any significant risks and/or issues identified, which may require the State and/or selected bidder to make adjustments to project plans and/or contract before execution.



## 6. GENERAL TERMS AND CONDITIONS

The State of Vermont has required that all contracts have clearly defined outcomes and performance standards. The State will work with the selected vendor to define the final performance standards that will be incorporated into the contract. The State asks vendors to propose detailed, proven performance requirements and standards that have the following attributes:

- Quantifiable;
- Focused on critical outcomes;
- Stress the performance of the system and not the specific methods or processes used;
- Minimize subjective evaluation by stating clear criteria;
- Realistic;
- Unambiguous; and
- Include a measurement period (per day, per item, per month).

### 6.1 Contract Term

It is anticipated that this RFP will result in a single contract to address the scope of work outlined in preceding sections of this RFP. The period of performance for the work to be performed as a result of this RFP is anticipated to extend from **October, 2014 to October, 2018** (four year term).

GMCB will twice have the option to continue to contract with the successful bidder pursuant to this RFP for up to three (3) additional years.

The selected vendor(s) will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and most portions of the vendor's response will be in the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.

Vendors planning to submit a bid are advised of the following:

- The State of Vermont expects the vendor and their legal counsel to carefully review and be prepared to be bound by Attachment C, the State's Customary Provisions for Contracts and Grants.
- If the vendor wishes to propose an exception to any standard State provisions for contracts, it must notify the State of Vermont in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the State's Customary Provisions for Contracts and Grants as outlined in Attachment C of the RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.



- All contracts are subject to review and approval by the Attorney General and Secretary of Administration.
- Once awarded, the term of the Contract will be from the award date forward through the term stated in the contract. The State may renew this Contract for additional renewals, subject to and contingent upon the discretionary decision of the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The Agency may renew all or part of this Contract subject to the satisfactory performance of the vendor and the needs of the State of Vermont. The vendor should guarantee their rate offerings, over the term of the contract, are comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the contract, the vendor agrees to apply those same discounts and offerings to the State of Vermont.
- The State of Vermont has no legal authority to indemnify a vendor and will not consider additional limitations of liability for the primary contract or subcontracts and this is not open to negotiation. Vendors who are not able to legally enter into a contract under these conditions should not submit a bid.

## 6.2 Contract Stipulations

GMCB reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, may be incorporated as part of the final contract. The selected vendor will sign a contract with GMCB to provide the items named in their responses, at the prices listed. This contract will be subject to review throughout its term. GMCB will consider cancellation upon discovery that the selected vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response.

## 6.3 Remittance of Payment

Vendor must specify the address to which payments will be sent and provide a current W-9 to GMCB upon request.

## 6.4 Scope Acceptance

If the Apparently Successful Bidder(s) refuses to sign the agreement within ten (10) business days of delivery, GMCB may cancel the selection and award to the next highest-ranked bidder(s).

## 6.5 Specification Change

Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.



## 6.6 Invoicing

All invoices are to be rendered by the bidder on the bidder's standard billhead and forwarded to the State. Details such as name & address will be determined during negotiations. The bidder's proposal must clearly specify the address for submitting payments. All payments are to be based on State of Vermont's acceptance of agreed-to, fixed price deliverables.

## 6.7 Retainage

The State will hold back 10% of each deliverable payment as retainage. Upon completion of all deliverables to the satisfaction of the State, all retainage withheld will be paid to the bidder in full, subject to the terms and conditions of the contract.

## 6.8 Confidentiality

The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

## 6.9 Contract Requirements

The GMCB expects the selected vendor to agree to the State Customary Contracting Provisions outlined in Attachment C, and additional contracting requirements as identified in this RFP and the Business Associates Agreement included as Attachment N, as they may be applicable. The selected vendor will sign a contract with the State to provide the items named in its response, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response, will be drafted as requirements of the contract. This contract will be subject to review throughout its term. PLEASE NOTE THAT THE STATE WILL NOT ACCEPT THE VENDOR'S STANDARD FORM IN LIEU OF THE STANDARD STATE CONTRACT PROVISIONS.

## 6.10 Terms and Conditions for Technology Contracts

The State will consider cancellation upon discovery that a Vendor is in violation of any portion of its contract with the State, including an inability by the Vendor to provide the products, support, and/or service offered in its response. The State reserves the right to purchase hardware or software recommended in the Vendor's proposal from any source.

Vendors planning to submit a bid are advised of the following:

1. The State expects the Vendor and its legal counsel to carefully review and be prepared to be bound by



the Standard State Provisions for Contracts and Grants outlined in Attachment C.

2. If a Vendor wishes to propose an exception to any Standard State Provisions for Contracts and Grants, it must notify the State in the cover letter to its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts and Grants as outlined in Attachment C of this RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.
3. The contract is subject to review and approval by the Attorney General, the Department of Information and Innovation and the Secretary of Administration. The terms and conditions of a Vendor's software license, maintenance support agreement and service level agreement, if applicable, will be required for purposes of contract negotiations for this project. Failure to provide the applicable Vendor terms as part of the RFP response may result in rejection of the Vendor's proposal.
4. The State has no legal authority to indemnify a vendor and this condition is not negotiable. Further, all contract terms and conditions, including a Vendor license will be subject to the laws of the State of Vermont and any action or proceeding brought by either the State or a Contractor in connection with a Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. Vendors who are not able to enter into a contract under these conditions should not submit a bid.
5. Contractors will be expected to make the following warranties:
  - (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under the Contract and the execution, delivery and performance of the Contract by the Contractor has been duly authorized by the Contractor.
  - (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under the Contract.
  - (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under the Contract.
  - (iv) All deliverables will be free from material errors and shall perform in accordance with the specifications therefor.
  - (v) The Contractor owns or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in the Contract and none of the deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
  - (vi) Each and all of the services shall be performed in a timely, diligent, professional and workpersonlike 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 Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion, or the Contractor will refund that portion of the fees attributable to each such deficiency.



- (vii) The Contractor has adequate resources to fulfill its obligations under the Contract.
  - (viii) Virus protection. Contractor warrants and represents that any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State.
6. Amendments. No changes, modifications, or amendments in the terms and conditions of a contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
  7. Professional Liability insurance. As detailed in the Standard State Provisions for Contracts and Grants, Contractor agrees to procure and maintain professional liability insurance for any and all services performed under this Contract. Minimum coverage amounts are specified in Attachment C, with the actual coverage amount to be determined in the State's discretion.

## 6.11 Performance Measures

In accordance with current State of Vermont policy and procedures, the contract may include vendor performance measures. The specific performance measures will be determined during the contract negotiation process.

## 6.12 Acknowledgment of Terms

Vendors shall provide a statement from the vendor and its legal counsel acknowledging all Standard State Contract Provisions and Purchasing and Contracting Terms and Conditions with any exceptions or additional provisions to be noted in the Vendor's cover letter. (These will be considered when making an award).

## 6.13 Cancellation

The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the State, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

## 6.14 Indemnification

The State of Vermont has no legal authority to indemnify a vendor, and that issue is not negotiable.

## 6.15 Location of Work

As a general rule, project work will be done in Montpelier, Vt. The vendor will be required to work on-site in (such site or sites as may be identified by the State) where space will be provided, however travel to other State facilities may be needed and the vendor will be responsible for such travel using its own mode of transportation.



Occasional exceptions to this rule may be established by mutual agreement between the vendor and the State Project Manager.

Where applicable, the State will provide desks, telephone, LAN connections, and printers. The State will not provide desktop PCs and/or laptops to vendor for use during the project. To the extent the State space available to a Contractor in any State facility in connection with the performance of the Work, Contractor shall: (i) only use such space solely and exclusively for and in support of the services; (ii) not use State facilities to provide goods or services to or for the benefit of any third party; (iii) comply with the leases, security, use and rules and agreements applicable to the State facilities; (iv) not use State facilities for any unlawful purpose; (v) comply with all policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of the Contract, ordinary wear and tear excepted. State facilities will be made available to Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

If specific laptop computers or other mobile peripheral devices are required by vendor Contractor then the Contractor must provide its own compatible equipment and will be given the appropriate support by the State.

Contractors will be provided support by the State in setting up any accounts or connections required (i.e. State email system, network connectivity, network printing etc.). Contractors will have access to State phones for use in Project related business calls. The State will not pay Contractor's cell phone bills.

## 6.16 Statement of Rights

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal made in response to this RFP. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

## 6.17 Taxes

Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering nontaxable items. The contractor agrees to pay all Vermont taxes that may be due as a result of this order. If taxes are to be applied to the purchase, it will be so noted in the response.

## 6.18 Order of Precedence

The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.



## 6.19 Amendments

No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Vendor.

## 6.20 Non Collusion

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

## 6.21 Business Registration

To be awarded a contract by the State of Vermont a bidder must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office

<http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Vendor's Business Account Number issued by the Vermont Department of Taxes

<http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf>

## 6.22 Contract Negotiation

Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is successful in negotiating with a Vendor, the State will issue a notice of award. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.

## 6.23 Software License and Maintenance Agreement Requirements

The bidder shall provide the State of Vermont with a Contract or Agreement for any System licenses and maintenance support that is part of the proposed requirements. Failure to provide the license and maintenance agreements as part of the RFP response may result in rejection of the vendor's proposal.

As already noted, the State of Vermont has no legal authority to indemnify a vendor, and will not consider additional limitations of liability either for the primary contract or any related software agreement that the vendor wishes the State to sign, and those issues are not negotiable. Vendors who are not able to legally enter into a contract under those conditions should not submit a bid.

