



Request for Proposal 09-X-38407

For: Medicaid MIS Replacement Planning and Independent Verification and Validation

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	December 19, 2008	5:00 PM
Optional Pre-bid Conference (Refer to RFP Section 1.3.3 for more information.)	TBD	
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	February 6, 2009	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status ☐ Not Applicable ☐ Entire Contract ☐ Partial Contract ☒ Subcontracting Only	Category ☒ I ☒ II ☒ III
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of Human Services
Division of Medical Assistance and Health Services
Trenton, New Jersey 08625-0712

Date: November 19, 2008

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November 12, 2008

**IMPORTANT NOTICE -
NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

Note: This is for informational purposes only. Certification is to be completed upon award.

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here:

http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc

NOTICE TO BIDDERS

SET-ASIDE SUBCONTRACTING GOALS FOR REGISTERED SMALL BUSINESSES N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

This is a contract with set-aside subcontracting goals for Small Businesses that are qualified as New Jersey Small Businesses by the Division of Small, Minority and Women Business Development. Bidders seeking qualified New Jersey Small Businesses as subcontractors should contact the Division of Small, Minority and Women Business Development.. The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

The bidder, for each proposed subcontractor, should provide, as part of its response to this solicitation, proof of each qualified subcontractor's current registration as a qualified Small Business with the Division of Small, Minority and Women Business Development. The subcontracting set-aside goal does not prevent bidders from proposing to perform work without subcontractors or from proposing to perform work with subcontractors that are not qualified Small Businesses, however, it is one factor, among many, used to determine the most advantageous bid to the State, price and other factors considered.

Any business that seeks to register as a Small Business is required to submit a fee along with its application to Division of Small, Minority and Women Business Development..

All necessary forms, any additional information concerning registration and information regarding registered small businesses that you can use for subcontracting set-asides may be obtained by contacting the Division of Small, Minority and Women Business Development by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

DIVISION OF SMALL, MINORITY AND WOMEN BUSINESS DEVELOPMENT
33 WEST STATE STREET - FIRST FLOOR
PO BOX 026, TRENTON, NJ 08625-0026

TELEPHONE: 609-292-2146

Checks to pay for the certification fee should be sent to:

Division of Revenue
Business Support Services Bureau
PO Box 455
Trenton, NJ 08646

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey, Department of Human Services, Division of Medical Assistance and Health Services (DMAHS). The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to provide consulting services to guide and assist the State in: 1) a review of the existing New Jersey Medicaid Management Information System (^eMMIS) for upgrade or replacement by performing a Medicaid Information Technology Architecture (MITA) State Self-Assessment (SS-A), 2) writing a subsequent RFP to procure a contractor (^pContractor) to design, develop and implement a new NJ-MMIS (^pMMIS), and 3) provide Independent Verification and Validation and Quality Assurance services on the ^pMMIS.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

Please note that the successful bidder awarded the contract resulting from this RFP, shall be ineligible to submit a bid proposal for all subsequent RFP(s) directly created through this procurement. Ineligibility shall also extend to any entity affiliated with the successful bidder including parent companies, subsidiaries, subcontractors, and entities owned in whole or in part or with close operational or financial ties.

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

1.2.1 MEDICAL ASSISTANCE AND HEALTH SERVICES

Medicaid is the federal-state partnership created by congress in 1965 to finance health care services for the nation's low income people. Originally Medicaid was designed to provide services to recipients of cash assistance through welfare programs. The program has expanded over time, most notably for women and children. Today most Medicaid clients are not on welfare. Since welfare reform in 1966, Medicaid is no longer linked to welfare and is now a health program. As measured by expenditures, Medicaid is the largest single health and long-term care program in the United States. As measured by enrollment, Medicaid provides health and long-term care coverage for more individuals in the US than any other program. Medicaid is the nation's primary long term care program. In New Jersey, long-term care accounts for approximately 34 percent of Medicaid spending. New Jersey has participated in the program since 1970. Today, the New Jersey Medicaid program combined with State-funded health insurance programs, are the largest social services programs in State government with over one million individuals covered.

Within DHS, DMAHS administers State and federally funded health insurance programs for certain groups of low and moderate income people. Generally, in order to qualify for Medicaid programs, an individual must be categorically or medically needy and financially eligible.

Medicaid categories are limited to very low income families with dependent children, children to age 21, individuals age 65 and older, or individuals determined blind or disabled using the Social Security Administration criteria. According to those criteria, a person is considered to be permanently disabled if he or she is unable to engage in any substantial gainful activity by reason of a physical or mental impairment which can be expected to last for a period of at least one year. Individuals must also be a New Jersey resident and a citizen of the United States or lawfully admitted for permanent residence for a minimum of five (5) years or a qualified immigrant. Medical emergency payments for otherwise Medicaid eligible non-citizens are available for serious health problems treated in a hospital setting. The financial requirements vary for each program. Through these programs, and with an operating budget in State Fiscal Year 2008 of just over \$10 billion, DMAHS serves more than one (1) million people. DMAHS has a staffing complement of approximately 575 working in the greater Trenton area and in Medical Assistance Customer Centers (MACCS) throughout the State.

Health Insurance Programs Administered by DMAHS:

New Jersey Medicaid is an entitlement program that provides health insurance to very low income individuals, couples, parents, children and people who are aged, blind or disabled. The program pays for hospital services, doctor visits, prescription drugs, nursing home care and many other healthcare needs.

New Jersey Medicaid Managed Care

Since 1995, most New Jersey Medicaid beneficiaries, including those in New Jersey Family Care (NJFC), have been enrolled in Managed Care. With Managed Care, beneficiaries are enrolled in an HMO that manages their healthcare and provides services in addition to the wide array of Medicaid health benefits to which they are entitled. A major benefit of enrolling in an HMO is that the beneficiaries can choose from among many physicians and other medical professionals who are part of the HMO's network of healthcare providers.

New Jersey Medicaid Traditional Fee-For-Service

Some New Jersey Medicaid beneficiaries, including those who reside in institutions and those who receive both Medicare and Medicaid benefits, continue to receive traditional fee-for-service Medicaid. Physicians and other healthcare providers bill New Jersey Medicaid directly for their services.

Within New Jersey Medicaid are also a number of special programs designed to meet the specific needs of certain groups of people who would not otherwise qualify for the program. These include:

- a) Aid to Families with Dependent Children (AFDC);
- b) Medically Needy Programs for the Aged, Blind or Permanently Disabled;
- c) Medically Needy Program for Children and Pregnant Women;
- d) Medicaid Special Program for Children;
- e) Medical Emergency Payment Program for Aliens;
- f) Work First New Jersey/General Assistance (WFNJ/GA);
- g) Work First New Jersey/General Assistance-Couple (WFNJ/GA-Couple);
- h) Supplemental Security Income (SSI);
- i) New Jersey Care-Special Medicaid Programs;
- j) New Jersey WorkAbility Program;
- k) Breast and Cervical Cancer Medicaid;
- l) New Jersey Supplementary Prenatal Care Program (NJSPCP);
- m) Special Medicaid Program for Pregnant Women;
- n) Institutional Medicaid;
- o) Traumatic Brain Injury (TBI) Waiver;

- p) Assisted Living Waiver;
- q) Community Resources for People with Disabilities (CPRD);
- r) Enhanced Community Options (ECO) Waiver;
- s) Jersey Assistance for Community Caregiving (JACC);
- t) Caregiver Assistance Program (CAP); and
- u) Community Care Program for the Elderly and Disabled (CCPED).

State funded medical assistance programs include:

- a) Pharmaceutical Assistance to the Aged and Disabled (PAAD);
- b) Program and Senior Gold;
- c) Hearing Aid Assistance to the Aged and Disabled (HAAAD);
- d) New Jersey Family Care;
- e) Specified Low-Income Medicare Beneficiary (SLMB);
- f) New Jersey Hospital Care Payment Assistance Program (Charity Care); and
- g) AIDS Drug Distribution Program (ADDP).

Additionally, federally supported health care centers provide coverage to uninsured individuals on a sliding-fee basis.

Since 1996, the Department of Health and Senior Services (DHSS) has administered all services and programs for senior beneficiaries with its Division of Disability Services administering the Home and Community-Based Services Waiver programs since July 1, 2001.

1.2.2 MEDICAID INFORMATION AND TECHNOLOGY ARCHITECTURE (MITA)

The Medicaid Information and Technology Architecture (MITA) is a CMS initiative intended to stimulate an integrated business and Information Technology (IT) transformation affecting the Medicaid enterprise in all states. MITA will improve Medicaid program administration by aligning business processes and supporting technologies with national guidelines and standards. The MITA initiative includes an architecture framework, processes, and planning guidelines that enable State Medicaid enterprises to meet their objectives within the MITA Framework while still supporting unique local needs. The State Self-Assessment (SS-A) is a process that states use to review strategic goals and objectives, measure its current business processes and capabilities against MITA business capabilities, and to develop target capabilities to transform its Medicaid enterprise to be consistent with MITA principles.

DMAHS is committed to replacing its ^eMMIS on the basis and concepts of the MITA initiative. Due to a variety of factors including the complexities in replacing ^eMMIS, experiences of other states with comparable Medicaid programs, federal requirements for enhanced funding and lack of staff needed to undertake a replacement effort on its own, DMAHS is pursuing replacing its ^eMMIS in a three step project:

Project Step1, Planning

– Obtain a contractor to, with State input and assistance, plan, conduct assessments and analysis of the ^eMMIS, perform a MITA SS-A, develop requirements and recommendations and obtain the ^pMMIS contractor to design, develop and implement the ^pMMIS and write the Advance Planning Document (ADP) and RFP.

Project Step 2, Implementation

– The ^pMMIS contractor designs, develops and implements (DDI) the ^pMMIS.

Project Step 3, Independent Verification and Validations (IV&V) / Quality Assurance (QA)

– Utilize the same contractor selected for Step 1 to perform the IV&V /QA of the ^pMMIS. This contractor shall be responsible for obtaining the certification of the ^pMMIS by CMS

The ^pMMIS must be versatile enough in its architecture, structure and code to support current and evolving DMAHS business needs and meet federal certification requirements, be state-of-the-art, HIPAA compliant and designed to meet DMAHS requirements set forth by the MITA initiative.

As CMS works to promulgate MITA with state Medicaid programs, it has created numerous working groups composed of CMS personnel and subject matter experts, many of them from state Medicaid programs. The working groups have identified approximately 75 business practices or steps within the MITA business process model that have been categorized into the following eight (8) domains:

1. Member Management
2. Provider Management
3. Contractor Management
4. Operations Management
5. Program Management
6. Care Management
7. Program Integrity Management
8. Business Relationship Management

This RFP is to obtain a contractor to assist DMAHS with Steps 1 and 3 of its MMIS replacement project. Until DMAHS determines how it will replace the ^eMMIS, estimating time frames for Step 2 of the project is somewhat problematic. DMAHS estimates that Step 2 will take between two (2) and six (6) years. Time frame estimates for Step 3 of the project coincide with implementation of the ^pMMIS. It is understood that the time frames for assisting with certification can only occur after the ^pMMIS is fully implemented.

While DMAHS is committed to replacing its ^eMMIS in a timely fashion it will not compromise either the planning for the ^pMMIS or the independent verification and validation of the ^pMMIS components to meet arbitrary deadlines. In addition, it is important for bidders to note that State and Federal policies are constantly changing and may alter the requirements of the ^pMMIS and impact the time frames for completing various activities.

Bidders should also note that work activities identified in this RFP are not intended or cannot be performed consecutively, as Step 3 IV&V activities, must be performed only upon completion of planning activities. For example, the contractor may have little or no work to do during the time it takes to finalize the decision on how to replace the ^eMMIS, or waiting for various approvals of the required documents.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.3.3 OPTIONAL PRE-BID CONFERENCE

The State reserves the right to host an optional pre-bid conference. Should the State determine to exercise this right, the date and time of the Optional Pre-Bid Conference will be provided through an Addendum to this RFP and issued on the Division's website.

The location of the Mandatory Pre-Bid Conference would be as follows:

Bid Opening Room -9th Floor
Purchase Bureau
Division of Purchase and Property
Department of the Treasury
33 West State Street
Trenton, New Jersey 08625-0230

An attendee may represent no more than one potential bidding entity.

The purpose of the Optional Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from contractors regarding this RFP that may be better answered in a conference setting rather than via website postings.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your

firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder must commit in writing to taking the lead in protecting the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal, but should accompany the bidder's submission of the bid proposal.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Firm Fixed Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Business Days – Monday through Friday, 9:00 a.m. through 5:00 p.m. exclusive of State holidays as provided at the following url: [The Official Web Site for The State of New Jersey | State Holidays](#)

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Fully Loaded Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Advance Planning Document (APD) - A written plan of action for acquiring proposed IT services or equipment as required by the Centers for Medicare and Medicaid Services (CMS) in order to request approval for applicable Federal funding.

Centers for Medicare and Medicaid Services (CMS) – The Federal agency that administers Medicare, Medicaid, the State Children's Health Insurance Program and other related quality assurance programs, formerly known as the Health Care Financing Administration (HCFA).

CMS Certification Process – Procedure by which CMS validates that state Medicaid systems are designed to support the efficient and effective management of the Medicaid program and satisfy requirements set forth in Part 11 of the State Medicaid Manual (SMM), as well as subsequent laws, regulations, directives and letters. This process also validates that systems are operating as described in prior approval documents, e.g., APDs and RFPs.

Deliverable – Tangible evidence of work completed.

Design, Development and Implementation (DDI) Contractor – Contractor engaged by the State to design, develop and implement a new MMIS.

DHS - New Jersey Department of Human Services.

DHSS – New Jersey Department of Health and Senior Services.

DMAHS - Division of Medical Assistance and Health Services within the New Jersey Department of Human Services.

Electronic Health Records (EHRs) – This refers to an individual patient's medical record in digital format. Electronic health record systems co-ordinate the storage and retrieval of individual

records with the aid of computers. EHRs are usually accessed on a computer, often over a network. It may be made up of electronic medical records from many locations and/or sources. A variety of types of healthcare-related information may be stored and accessed in this way.

Federal Financial Participation (FFP) – A percentage of State expenditures to be reimbursed to the State by the Federal Government for medical services and for administrative costs of the Medicaid program.

Fiscal Agent – The entity contracted to maintain a Medicaid claims processing system to meet New Jersey and Federal Medicaid Management Information System (MMIS) requirements. The current Fiscal Agent is the Unisys Corporation.

Fiscal Year (Federal/State) – The Federal Fiscal Year comprises October 1 to September 30. The State Fiscal Year comprises July 1 to June 30.

Health Care Financing Administration (HCFA) - See CMS.

Health Information Exchange – Mobilization of healthcare information electronically across organizations within a region or community.

Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) - The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) require the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data.

Institute of Electrical and Electronics Engineers (IEEE) – This is the world's leading professional association for the advancement of technology.

Medicaid - State-administered, Federally and State-funded medical assistance program, as authorized in Title XIX of the Social Security Act, as amended.

Medicaid Information Technology Architecture (MITA) –An initiative of the Center for Medicaid and State Operations (CMSO) in association with the National Health Infrastructure Initiative (NHII). MITA is intended to foster integrated business and IT transformation across the Medicaid enterprise. It will establish national guidelines for technologies and processes for the purpose of enabling improved program administration for the Medicaid enterprise. The MITA initiative includes an architecture framework, processes and planning guidelines for enabling State enterprises to meet common objectives within the framework while supporting unique local needs.

Medicaid Management Information System (MMIS) – An information technology platform and system primarily responsible for the electronic processing and payment of Medicaid claims.

[§]**MMIS** – The existing MMIS presently in use within the State.

[§]**MMIS** – The planned replacement MMIS to be procured through a subsequent RFP to be developed within the requirements of this procurement.

[§]**MMIS Contractor** – The bidder awarded a contract resulting from the RFP developed through this contract and responsible for the design, development and implementation of the ^PMMIS.

Medicare - Medical assistance provided in Title XVIII of the Social Security Act, as amended. Medicare is a health insurance program administered by CMS for persons 65 years and over, for

people under age 65 with certain disabilities and people of all ages with End-Stage Renal disease.

N.J.A.C. - New Jersey Administrative Code providing regulations covering implementation of New Jersey statutes or programs.

New Jersey State Plan (State Plan) – The State Plan for Medical Assistance for the State of New Jersey that describes the New Jersey Medicaid Program as approved by and filed with CMS for eligibility for Federal Financial Participation (FFP) under Title XIX of the Social Security Act, as amended.

OMB - The State Office of Management and Budget in the Department of Treasury.

OIT – The State Office of Information Technology.

Regional Health Information Organization (RHIOs) – A health information organization that brings together health care stakeholders within a defined geographic area (region) and governs health information exchange (HIE) among them for the purpose of improving health and care in that community.

State Children's Health Insurance Program (SCHIP) – State and federal partnership designed to help children without health insurance, many of whom come from working families with incomes too high to qualify for Medicaid but too low to afford private health insurance and is also known as Title XXI, as part of the Balanced Budget Act of 1997. The SCHIP law appropriated \$30 billion in Federal funds, over 10 years, to improve children's access to health coverage.

State Medicaid Manual – Contains the rules, regulations, administrative processes and procedures required by CMS for the operation of the State regular Medicaid program and special Medicaid services or programs as well as those required by the State for the State funded programs.

Title XIX – Title XIX of the Social Security Act, as amended, which enacted Medicaid in 1965, synonymous with Medicaid.

3.0 SCOPE OF WORK

DMAHS shall perform oversight for all aspects of the project and be in close contact with the contractor and CMS. In addition, DMAHS will coordinate any activities required of other State agencies and any other relevant business partners.

3.1 DUTIES AND OBLIGATIONS -CONTRACTOR

3.1.1 LOCATION OF CONTRACTOR'S OFFICE

The contractor should use or establish a field office in support of the requirements of this RFP. The preferred geographic location of the office site should be within 10 miles of DHS offices located at 7 Quakerbridge Plaza, Trenton, New Jersey 08625-0712. DMAHS will provide office space, including furniture and telephones for the contractor to use while performing work within DMAHS. The contractor must provide its own computers and software.

3.1.2 PROJECT LAUNCH MEETING

The contractor shall meet in person with DMAHS within **10** business days of the contract effective date to determine answers including, but not limited to, the following issues:

- a) contractor's work location within DMAHS facilities;
- b) proper methods and channels of communication between contractor and DMAHS;
- c) developing status reporting mechanisms; and
- d) modification to the contractor's project plan and project schedule as submitted with its bid proposal with the modified plan established as the project schedule baseline.

3.1.3 STATUS MEETINGS

Upon request by the State Contract Manager, the contractor shall hold status meetings with DHS at DHS offices to assess progress and to review problems, develop solutions and, in general, to keep the project on schedule with all deliverables being provided.

The contractor must also prepare and present an overview of project progress for each status meeting and ensure that decisions and recommendations forthcoming from status meetings and/or overview presentations are formally recorded.

3.1.4 WEEKLY STATUS REPORTS

The contractor must prepare weekly project status reports and submit the weekly reports to the State Contract Manager within three (3) business days of the period covered unless the State Contract Manager determines that the status reports are required on a less frequent schedule. The contractor shall ensure that the status reports cover detail at activity, task and subtask levels. In addition, the reports shall include, but not be limited to the following information:

- a) Gantt chart showing work completed and any other status information specifically requested;
- b) statement of progress made during the period covered and, as applicable, the impact of delays encountered and schedules not met;
- c) statement of work accomplished, with contractor's hours delineated by individual at the task and subtask levels, identifying actual hours expended, estimated hours to completion, estimated hours per the final project plan submitted at project startup, and variance of planned against actual accomplishments;
- d) status of each task and subtask in process but not yet completed, including the percentage completed;

- e) if applicable, a list of final form deliverables submitted for management review;
- f) if applicable, a list of deliverables scheduled for completion but not yet submitted in final form for management review, cause of failure, if any, to meet the schedule, a Corrective Action Plan (CAP) and detailed plans identifying remaining work steps;
- g) list of issues and problems encountered, both resolved and unresolved, together with alternative solutions and recommendations for resolution of outstanding issues and problems; and
- h) updates to the project plan as applicable.

3.1.4.1 MONTHLY STATUS REPORTS

The contractor must prepare a monthly project status report and submit the monthly report to the State Contract Manager within three (3) business days of the period covered unless the State Contract Manager determines that the monthly status report is required on a less frequent schedule. The report shall include, but not be limited to the following information:

- a) overall project status including if the project is on schedule and within the project milestones and scope;
- b) identification of all significant deviations from the project schedule, changes to milestones or scope and the causes and proposed remedies; and
- c) listing of significant issues and problems encountered, both resolved and unresolved, together with alternative solutions and recommendations for resolution of outstanding issues and problems.

3.1.4.2 CORRECTIVE ACTION PLAN (CAP)

Upon request by the State Contract Manager, the contractor shall develop a CAP to address any performance failures or problems. The contractor must submit the CAP to the State Contract Manager within 10 business days of either its, or the State Contract Manager's, identification of performance failures or problems. The contractor shall ensure that the CAP includes, but may not be limited to, the following:

- a) identification of any interim actions needed to be taken to prevent the performance failures from causing more damage;
- b) identification of the cause of the problems and the detailed corrective actions to be taken to prevent recurrences;
- c) assignment of individuals responsible to take or oversee the performance of the corrective actions;
- d) description of the verification method to be used to monitor each corrective action taken to ensure prevention of recurrence of the performance problems;
- e) CAP schedule that includes the corrective action tasks, staff responsible, time frames including expected completion dates, and review points to determine the effectiveness of the actions taken; and
- f) facility to revise or expand the CAP if the initial CAP as implemented determines the cause of the problems has not been eliminated or the performance failures reoccur.

3.1.5 SOFTWARE UNIFORMITY

The contractor shall ensure uniformity with the standard software and version of the State, such software includes, but is not limited to the Microsoft family of products (Word, PowerPoint, EXCEL, Access and Project) and Adobe Acrobat.

The contractor shall also provide all other software that it proposed for use within its bid proposal

3.1.6 SET-UP DOCUMENTATION REPOSITORY/PROJECT FILES

The contractor must create a project document filing and repository system housed within a DMAHS server. The documentation repository shall serve as the primary access point for completed tangible results for each task including deliverables and must be immediately and real-time accessible to the State Contract Manager. The contractor shall ensure the documentation repository must be logically organized where each section contains the completed task documentation. Project files must be established to hold administrative information regarding budget, schedule and project progress as well as any other correspondence, reports or project-related information.

3.1.7 DATA SAFEGUARDS

The contractor must ensure safeguarding of all data in accordance with State and federal statutes, regulations, and policies pertaining to the confidentiality of beneficiary information.

Such statutes, regulations and policies include, but are not limited the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Balanced Budget Act (BBA) of 1997 governing the protection of patient information.

3.1.8 AUDIT AND ACCESS TO RECORDS

At all times during the period that the contract is in force and for a period of not less than three years thereafter, the contractor shall provide all authorized representatives of the State government with full access to all of the contractor's financial, data, and other records that pertain to services performed under the contract, including access to appropriate individuals with knowledge of such records and full access to all additional records that pertain to services performed under the contract, permitting such representatives to examine, audit, and copy such records at the site at which the records are located, at no cost to the State. Such access/audit shall include both announced and unannounced inspections and on-site audits.

3.1.8.1 AUDITS

Audits conducted under this provision shall be in accordance with generally accepted auditing standards and within established procedures and guidelines of the reviewing or auditing agency or agencies.

Audit access applies to records pertaining to all contracts, all contract change orders, and all contract amendments resulting from the award of this RFP. In addition, this right to access applies to all records pertaining to all contracts, additional work clause items, and contract amendments including those of any subcontractor(s):

- a) to the extent records pertain directly to contract performance;
- b) if there is any indication that fraud, gross abuse, or corrupt practices may be involved;
and
- c) if the contract is terminated for default or for convenience.

If an audit, litigation, or other action involving records is started before the end of the three-year contract period, or extension(s) thereof, the records must be retained until all issues arising out of the action are resolved or until the end of the contract period, whichever is later.

Copies of any contract-related documents in Microform or digital image capture technology may be substituted for the originals with the prior written approval of the State, provided that the copying procedures are accepted by the State as reliable and are supported by an adequate retrieval system.

3.2 UPDATE OF PROJECT PLAN

As the contractor moves forward in its review of the ^eMMIS, operations and documents it shall update its Project Plan ([Refer to Section 4.4.4.1](#)) and provide the updated Project Plan to the State Contract Manager each week and upon request by the State Contract Manager for approval. The contractor shall ensure that the Project Plan reflects all changes to federal and State policies related to ^pMMIS requirements.

3.2.1 IV&V/QA PROJECT PLAN

Based on the decision of how DMAHS will replace its ^eMMIS, a separate project plan will be developed for Step 3 of the project. The contractor must develop an IV&V/QA Project Plan in conjunction with the RFP to procure the ^pMMIS and must be approved by the State Contract Manager prior to the contractor commencing its independent verification and validation of the ^pMMIS. The contractor shall ensure that its IV&V/QA Project Plan includes, but is not limited to:

- a) all activities required for completion of Step 3 IV&V/QA along with detailed explanation of each activity;
- b) anticipated outcomes for each activity;
- c) identification of who must complete the activities;
- d) where the activities will occur, such as on-site or off-site;
- e) agreed upon time frame parameters for completing the activities; and
- f) all MMIS interfaces in the planning activities.

3.3 REVIEW OF ^eMMIS, OPERATIONS AND DOCUMENTS

The contractor shall meet with DMAHS personnel identified by the State Contract Manager to review DMAHS operations and the ^eMMIS. The contractor shall also perform a review of documents related to the ^eMMIS, DMAHS operations and legal requirements. Such documentation includes, but is not limited to:

- a) MMIS project intent and scope as defined within the Advance Planning Document (APD) requirements of CMS;
- b) requirements as defined within this RFP;
- c) federal rules and regulations pertaining to MMIS systems;
- d) DMAHS Medicaid program policy/procedures manuals;
- e) latest version of the MITA Framework Document Initiative and MITA Technology Standards as reflected on the CMS website;
- f) HIPAA rules and regulations;
- g) certification of Medicaid system regulations, including the MMIS Certification Toolkit;
- h) organizational structure of the ^eMMIS as related to various State agencies and other external entities (See Attachment M);
- i) DMAHS Medicaid program statistical information such as caseloads, claims (paper/electronic), prior authorization requests;
- j) internal/external data sources; and
- k) applicable New Jersey Statutes, regulations and codes.

3.4 MITA ASSESSMENT

3.4.1 STAFF TRAINING

The contractor shall develop and provide a course of training to educate State personnel on the MITA State Self-Assessment (SSA) process. The course of training shall include, but is not limited to:

- a) overview on MITA and its components;
- b) SSA components
 - 1. business process model
 - 2. MITA maturity matrix
 - 3. business capability matrix
- c) assessment process; and
- d) assessment results.

The contractor must submit its course of training, suggested training format and all training related materials to the State Contract for approval. The contractor shall work with the State Contract Manager to develop a training schedule for DMAHS personnel and perform all training at DHS facilities identified by the State Contract Manager.

3.4.2 IDENTIFICATION OF GOALS AND OBJECTIVES

Upon direction of the State Contract Manager, the contractor must schedule and facilitate meetings with key stakeholders to identify and prioritize the State's Medicaid goals and objectives.

These goals and objectives will be utilized as a guide for selecting new business and technical capabilities. Prioritization of the goals will be a function of DMAHS, but the contractor must provide recommendations to the State for evaluation during the prioritization process. The contractor shall ensure that each goal is articulated to a level of detail necessary to identify specific outcomes and performance measures.

The contractor shall develop a written report format to list and prioritize the State's goals and objectives. The contractor shall submit this report format to the State Contract Manager for approval prior to submitting the final report. The contractor shall provide the State Contract manager with a final report on the State's Medicaid's goals and objectives, in the approved report format, within one (1) week after the completion of the last meeting on this matter.

3.4.3 AS-IS ASSESSMENT

Upon direction of the State Contract Manager, the contractor shall develop a schedule of As-Is Assessment sessions. The As-Is Assessment sessions shall have eight (8) components based upon the following eight (8) domains of MITA business processes specified in Section 1.2.2:

- 1. Member Management
- 2. Provider Management
- 3. Contractor Management
- 4. Operations Management
- 5. Program Management
- 6. Care Management
- 7. Program Integrity Management
- 8. Business Relationship Management

For each As-Is Assessment session, the contractor shall prepare a syllabus identifying all materials needed and an agenda identifying the business processes to be discussed. The

contractor shall provide these documents to the State Contract Manager five (5) business days prior to the date of the scheduled assessment session.

The contractor shall also develop a written report format that describes the discussion during each As-Is Assessment session, the group's conclusions, how they were reached and an overall analysis of the session. The contractor shall submit this report format to the State Contract Manager for approval prior to performing any As-Is Assessment.

The contractor shall facilitate As-Is Assessment sessions and ensure that the sessions identify current business practices including any deficiencies, workarounds and other problems that are currently faced in meeting business needs and identifies and documents business processes that are required to manage DMAHS medical assistance programs efficiently and discern those that are not capable of being met with the current system.

The contractor shall provide the State Contract Manager with a report, in the approved report format, within three (3) business days after each As-Is Assessment session.

3.4.3.1 SUMMARY DOCUMENT

Upon conclusion of all As-Is Assessment sessions, the contractor shall create a summary document that includes, but not limited to:

- a) meeting agendas, syllabi, and meeting notes;
- b) list of attendees for each session;
- c) list of each business process discussed during each session;
- d) description of how the business processes are utilized;
- e) all deficiencies, workarounds and other problems that the business process currently faces;
- f) conclusions reached during the assessment sessions for each business process;
- g) list of any business process currently not utilized in the ^eMMIS; and
- h) an executive summary of the As-Is Assessment of the ^eMMIS from a business perspective.

The contractor must submit the As-Is summary document to the State Contract Manager for approval.

3.4.4 TO-BE ASSESSMENT

The contractor shall meet with the State Contract manager to develop a taxonomy that categorizes the eight (8) domains of MITA business processes into a series of modules that correspond with the possible replacement of the ^eMMIS in a piecemeal, modular manner. In recognition that the To-Be Assessment will serve as the building block for the ^pMMIS, the contractor shall also develop the assessment in terms of what can be achieved in short term goals (2 to 5 years or levels 1, 2 and 3 of the MITA maturity model) and long term goals (6 to 10+ years or levels 4 and 5 of the MITA maturity model).

Upon direction of the State Contract Manager, the contractor shall develop a schedule of To-Be Assessment sessions. The contractor shall also develop a written report format that describes the discussion during each To-Be Assessment session, the group's conclusions, how they were reached and an overall analysis of the session. The contractor shall submit this report format to the State Contract Manager for approval prior to performing any To-Be Assessment.

For each To-Be Assessment session, the contractor shall prepare a syllabus identifying all materials needed and an agenda identifying the business processes to be discussed. The contractor shall provide these documents to the State Contract Manager five (5) business days prior to the date of the scheduled assessment session.

The contractor shall facilitate To-Be Assessment sessions and ensure that the sessions identify all deficiencies cited in As-Is Assessment sessions and propose solutions to these deficiencies to meet the planned business and high-level technology requirements for implementing the solutions. Such requirements having been identified by the contractor through performing the As-Is Assessment process coupled with industry research. The contractor shall also ensure that it presents, within each session, ideas on the future of MMIS and its possible role in relation to Health Information Exchange, Regional Health Information Organizations (RHIOs) and electronic health records.

The contractor shall provide the State Contract Manager with a report, in the approved report format, within 38 hours after each To-Be Assessment session.

3.4.4.1 SUMMARY DOCUMENT

Upon conclusion of all To-Be Assessment sessions, the contractor shall create a summary document that includes, but not limited to:

- a) meeting agendas, syllabi, and meeting notes;
- b) list of attendees for each session;
- c) list of each business process discussed during each session;
- d) discussions from each session on resolving any deficiencies, workarounds and other problems that the current business process currently faces;
- e) discussions from each session on the future of each current business process in terms of the MITA maturity levels;
- f) list and discussions of any business process currently not utilized in the ^eMMIS, but is planned for implementation in the future;
- g) executive summary of the "To-Be" Assessment of the ^pMMIS from a business perspective; and
- h) based on the conclusions of the "To-Be" Assessment sessions, a written detailed description of the short term and long term plans for the ^pMMIS.

The contractor must submit the To-Be summary document to the State Contract Manager for approval.

3.5 GAP ANALYSES

3.5.1 TECHNICAL GAP ANALYSIS

The contractor shall develop a Technical GAP Analysis methodology using the concept of piecemeal, modular replacement that ensures that DMAHS is provided with a detailed understanding of gaps that exist between ^eMMIS technical architecture and technical architecture needed to achieve both short and long term goals for each business process and its respective, associated replacement module.

In addition to grouping the Technical Gap Analysis into replacement modules, the contractor shall ensure that the Technical Gap Analysis is based on the seven MITA portfolios of:

1. Interoperability;
2. Data Management;
3. Data Sharing and Coordination;
4. Security and Privacy;
5. Adaptability and Extensibility;
6. Performance Measures; and
7. Business Area Improvement.

In order to obtain the technology to serve the short term and long term business needs, the contractor shall ensure that the Technical Gap Analysis is broad-based and goes beyond a simple inventory of the eMMIS hardware/software components. The contractor shall ensure that its Technical Gap Analysis includes, at a minimum:

- a) Identifying the technical architecture of the eMMIS, this includes, but is not limited to:
 - 1. configuration (hardware, software, work stations, etc.) utilized in the eMMIS;
 - 2. mechanisms, internal and external, to DMAHS for system-to-systems communications including use of the internet;
 - 3. data currently used in the eMMIS;
 - 4. current collaborative agreements for sharing data from the eMMIS;
 - 5. current security and privacy mechanisms utilized in the eMMIS; and
 - 6. current standards and policies governing the eMMIS.
- b) Mapping components of eMMIS to each replacement module to include:
 - 1. identifying the actual hardware and software components for each replacement module;
 - 2. identifying both the internal and external exchange of information for each replacement module;
 - 3. identifying the data associated with each replacement module; and
 - 4. identifying the security and privacy regulations affecting the data associated with each replacement module.
- c) Once the Technical architecture of the eMMIS has been identified and grouped into replacement modules, the Technical Gap Analysis must at a minimum describe:
 - 1. technical architecture needed to achieve the level of MITA maturity identified as the short term goal for each replacement module;
 - 2. technical gaps that exist in the eMMIS to the technical architecture needed to achieve the level of MITA maturity identified as the short term goal for each replacement module;
 - 3. technical architecture needed to achieve the level of MITA maturity identified as the long term goal for each replacement module; and
 - 4. technical gaps that exist in the current MMIS to the technical architecture needed to achieve the level of MITA maturity identified as the long term goal for each replacement module.

3.5.2 BUSINESS GAP ANALYSIS

Using the “As-Is” and “To-Be” assessment results, the contractor shall create a written Business Gap Analysis that addresses what needs to occur to move each replacement module and associated business processes from its “As-Is” state, up on the MITA maturity scale, to the level determined in the “To-Be” assessment. The written Business Gap Analysis shall include, but not be limited to:

- a) description of each business process either currently in use or planned for implementation along with the current status of each business process;
- b) description of the conclusions that had been reached in regard to the short and long term goals of each business process;
- c) description of the actions necessary for each business process to progress to the next and subsequent MITA maturity levels;
- d) list of the replacement modules with each business process assigned to one of the modules;
- e) list of the replacement modules ranking from top to bottom those modules determined that need to be replaced first and the rationale for the ranking;
- f) description of the impact on state staff for each replacement module; and

- g) description of any necessary follow-up.

3.6 REQUIREMENTS PLANS

Upon completion of As-Is and To-Be Assessments, the contractor must determine all requirements necessary to fill the gaps between the current, short term and long term needs of the eMMIS through the creation of Business Process Requirements and Technology Requirements Plans.

3.6.1 BUSINESS PROCESS REQUIREMENTS PLAN

The contractor shall identify requirements necessary to fill business gaps between the current and planned business processes through creation of a Business Requirements Plan that expands on the Business Gap Analysis to detail the requirements to move eMMIS from its "As-Is" state to the short term and long term goals of the "To-Be" assessment. The Business Process Requirements Plan will identify each individual business process as well as group the business processes into the replacement modules. The contractor shall ensure that the Business Requirements Plan includes, but is not limited to:

- a) all business process identified in the Business Gap Analysis;
- b) "As-Is" status of each of these business processes;
- c) short term "To-Be" goal of the business process;
- d) long term "To-Be" goal of the business process;
- e) gaps that exist between "As-Is" status and "To-Be" goals;
- f) requirements for filling business process gaps, to include changes to the business process, changes in staffing, including any required skills transfer, and changes in policy;
- g) identify each replacement module;
- h) requirements for filling the replacement module gaps, including but not limited to:
 - 1. changes to business processes included in the replacement module;
 - 2. evaluation of current staff levels and skills, number and type of staff and knowledge and skills required for new MMIS, and any training needed for DMAHS staff for each replacement module; and
 - 3. changes in policy required for each replacement module, and
- i) detail the business requirements needed for filling the gaps, including but not limited to, the following requirements:
 - 1. security;
 - 2. correspondence and electronic communication;
 - 3. imaging and document management requirements;
 - 4. system and data auditing; and
 - 5. disaster recovery and business continuity.

3.6.2 TECHNOLOGY REQUIREMENTS PLAN

The contractor shall identify requirements necessary to fill gaps between the current technology and the technology required to effect and operate the changes identified in the Business Process Requirements Plan. The contractor shall create a written Technology Requirements Plan classed by replacement module, which provides: 1) a detailing of technical requirements needed for filling the short term gaps between the current and planned technical architecture and 2) a detailing of technical requirements needed for filling the gaps between the planned short term technical architecture and the long term technical architecture. Detail information for the plan shall include but not be limited to, the following requirements:

- 1. desktop environment;
- 2. web/internet;

3. security requirements;
4. data retention, archival and purge;
5. correspondence and electronic communication;
6. imaging and document management;
7. system and data auditing;
8. database administration;
9. disaster recovery and business continuity;
10. system integration;
11. integrated testing facility;
12. network connectivity;
13. general data interface requirements;
14. access, display and navigation requirements;
15. user alerts standards and requirements;
16. ongoing federal compliance requirements:
 - Health Insurance Portability and Accountability Act (HIPAA)
 - Clinical Laboratory Identification Association (CLIA)
 - Medicaid Statistical Information System (MSIS)
 - Medicare
17. integrated voice response (IVR) requirements;
18. data warehouse requirements;
19. recommended hardware platform(s); and
20. evaluation of ^eMMIS staff levels and skills, number and type of staff and knowledge and skills required for ^pMMIS, and any training needed for DMAHS staff for each replacement module.

3.7 MMIS REPLACEMENT OPTIONS -ANALYSIS AND RECOMMENDATION

The contractor shall develop a list of options for replacing the ^eMMIS along with its recommendation. Should the contractor determine that the planning process to this point is lacking or incomplete, the contractor shall provide a written proposal to the State Contract Manager of all additional planning activities which the contractor has identified as being necessary to ensure that all areas of risk or concern identified as lacking or incomplete are addressed.

3.7.1 REPLACEMENT OPTIONS

The contractor shall develop a preliminary list of viable solutions to replace the ^eMMIS. In developing its list, the contractor shall ensure that it considered short term and long term goals of the ^pMMIS and that all custom systems slated for inclusion on the preliminary list are based upon state-of-the-art technologies. In developing its preliminary list, the contractor shall further ensure that it has considered a wide scope of options which includes, but is not limited to:

- a) building a complete custom system;
- b) obtaining a contractor(s) to build the various replacement modules of the MMIS;
- c) outsourcing of the ^pMMIS, either in whole or by replacement module;
- d) transfer of a system, in whole or by replacement modules, from another entity and modified to meet the requirements of the ^pMMIS;
- e) partnering with another state or states to transfer, in whole or by replacement module, a MMIS solution and modified (as needed) to meet the requirements of the ^pMMIS;
- f) obtain fiscal agent; and
- g) other proven industry solution.

The contractor shall ensure that all solutions on its preliminary list include comparison of the solutions based upon the previously completed assessments (As-Is and To-Be), GAP analyses (Business and

Technical) requirements plans (Business Process and Technology) and specifies the advantages and disadvantages of each respective solution and in relation to one another. The comparison matrix must also identify all states that have replaced a MMIS within the past five (5) years along with the state's chosen solution. The contractor shall submit its completed preliminary list to the State Contract Manager for approval.

3.7.2 COMPARATIVE REPLACEMENT ANALYSIS

The contractor shall develop an analytic framework, including rationale for its methodology that identifies and quantifies the strengths, weaknesses and risks for each of three (3) solutions identified by the State Contract Manager as primary ^eMMIS replacement alternatives. The contractor shall ensure that its analytic framework includes capture of data necessary for subsequent use in cost-benefit analyses and comparison of risks inherent with each primary alternative. The contractor must submit the analytic framework to the State Contract Manager for approval prior to performing analyses.

The contractor shall perform analyses of the primary alternatives that include, but are not limited to:

- a) assessment of meeting both short term and long term business needs;
- b) design, development and implementation timelines for each alternatives;
- c) whether methods, resources, and other contractors are available to obtain and support the alternatives;
- d) the extent to which each alternative improves services to clients and providers;
- e) total number of State staff required for each alternative and the staff skill requirements for each alternatives;
- f) scale and level of administrative manageability of each alternatives;
- g) scale and level to which each alternative links accountability to responsibility;
- h) based upon market analysis, whether other States with Medicaid programs similar to DMAHS (states with Medicaid populations close to that of DMAHS) recently chose any of the alternatives and a detailed analysis of the outcome of that decision;
- i) based upon market analysis, whether successful and the degree of success any other MMIS of comparable size and complexity utilized any of the alternatives in replacing their MMIS; and
- j) flexibility of change management procedures.

3.7.3 COST BENEFIT ANALYSIS

The contractor shall develop a cost benefit analysis that uses information from other states to calculate the Return On Investment (ROI) for each primary alternative. The contractor shall ensure that information used in cost estimates is based in part on information derived from research into other states with Medicaid programs similar DMAHS, in terms of claims processed and clients served, and completed MMIS procurements within the past 3 to 5 years. The contractor shall ensure that the cost benefit analysis of the each primary alternative includes, but not limited to:

- a) analysis of DDI cost, projected 5 and 10 year operational cost, comparison of these costs for each alternative to current MMIS projected costs;
- b) analysis of benefits;
- c) ROI;
- d) impact on staffing;
- e) funding source analysis;
- f) risk analysis;
- g) all data needed for all CMS required documents; including the Advanced Planning Document (APD) and
- h) other factors to consider.

3.7.4 RECOMMENDATION DOCUMENT

Using the body of work created by the contractor, the contractor shall develop a written document of its recommendation for replacing the eMMIS. The contractor shall ensure that its recommendation includes, but is not limited to:

- a) recommended approach for replacing the eMMIS;
- b) detailed analysis of State staffing requirements including training;
- c) cost benefit analysis;
- d) all operations cost savings;
- e) all tangible benefits;
- f) risks associated with the recommendation;
- g) all alternative factors to be considered;
- h) number and type of the RFP(s) necessary to implement the recommendation;
- i) estimated timeframe for implementation; and
- j) executive summary.

3.8 ADVANCED PLANNING DOCUMENTS (IAPD & APD)

The contractor must develop an initial Advance Planning Document (IAPD) followed by an APD in accordance with CMS requirements and standards. The contractor shall ensure that its IAPD and APD ensure conformity and comparability with New Jersey's self assessment report.

The contractor must submit the IAPD and the APD to the State Contract Manager for approval.

3.9 CAPSTONE REPORT –FINALE STEP 1

The contractor shall provide the State Contract Manager with a preliminary written capstone report of its findings and recommendations resulting from its efforts up through Section 3.8 of the RFP within four (4) weeks of the State Contract Manager's approval of the APD.

The contractor must provide at least six (6) loose-leaf copies of the preliminary report in letter sized format. The State Contract Manager shall have a period of four (4) weeks to review the preliminary report, ask questions, and ask for any changes and clarifications prior to the submittal of a capstone final report.

Upon approval of its preliminary capstone final report, the contractor must prepare and submit six (6) bound copies of the final capstone report of its findings and recommendations resulting from its review, update and augmentation of the Master Plan within two (2) weeks. The final capstone report must be produced in letter-sized format. In addition the contractor shall also provide a copy of the final report on CD-ROM in a format to be specified by the State Contract Manager.

3.9.1 PRESENTATION OF FINAL CAPSTONE REPORT

The contractor must present its findings and recommendations as detailed within the final capstone report, in an oral presentation for DMAHS and other interested, relevant parties. The contractor shall perform its presentation at a location, and on a date and time specified by the State Contract Manager. DMAHS shall provide meeting space for the presentation. The contractor must include in its oral presentation, an open question and answer period.

3.10 PROCUREMENT AND SELECTION OF PROJECT STEP 2 CONTRACTOR

3.10.1 DRAFT REQUEST FOR INFORMATION (RFI) FOR PROJECT STEP 2

The contractor must draft a Request for Information (RFI) to solicit feedback from relevant parties, including but not limited to: vendors, providers and provider associations, billers and submitters, trading partners, State agencies, beneficiaries, and advocacy groups. The contractor must submit the RFI to the State Contract Manager for approval. As the State anticipates that the RFI will be a draft of the Request for Proposal (RFP), the contractor must also identify and define questions and issues for which the State desires feedback.

The contractor shall review all RFI responses and prepare a written report which analyzes and summarizes each RFI response. The contractor shall ensure that its report includes recommendations regarding the applicability of the RFI responses for inclusion in the final RFP. The contractor must submit its report to the State Contract Manager for approval.

3.10.2 PROCUREMENT OF PROJECT STEP 2

Based upon DMAHS' decision how to best replace the ^eMMIS, the contractor shall draft one, or more, RFPs to procure the design, development and implementation of the ^pMMIS (Step 2) through the State's open, competitive bidding process.

The contractor must ensure that the RFP(s) comply with all State and federal procurement regulations and are designed to secure the benefits of free and open competition and maximizes competition by focusing on the specifications of functional requirements rather than identifying a particular application and/or platform solution. For payment purposes, an RFP is a final approved RFP ready to be advertised, not a draft RFP. The contractor's work shall include development of the technical components of the RFP and advice related to type of work of the RFP. The Division will provide the RFP terms and conditions in a standard template, similar to the terms and conditions in this contract.

The contractor's input to the RFP must be clear and understandable to the State and bidding community and must address all State standards. The development of the RFP requires that the contractor work with the State's procurement assistance team which may include members from DMAHS, Purchase Bureau and other State departments or agencies.

3.10.2.1 PROCUREMENT ASSISTANCE: KICK-OFF MEETING

Within two (2) weeks of receiving written direction from the State Contract Manager to proceed with procurement activities, the contractor shall meet with the State procurement assistance team to present its ^pMMIS procurement plan. At this meeting, the contractor shall provide the State Contract Manager with a disclosure of its business relationships with any firms that may bid. It shall be the responsibility of the DMAHS to determine if a business relationship represents a conflict of interest. Within three (3) business days of the conclusion of the kick-off meeting, the contractor shall prepare a memorandum that documents the meeting. The State Contract Manager may cancel the kickoff meeting and proceed without this meeting if it is determined that all the activities in developing the ^pMMIS procurement plan would make a kickoff meeting unnecessary.

3.10.2.2 PROCUREMENT ASSISTANCE: RFP PREPARATION

The contractor shall prepare RFP document(s) that comport with the results of the RFI, contractor findings and decision of the State on how to best replace the ^eMMIS and proceed in accordance with the approved ^pMMIS procurement plan. The State will provide the contractor

with the standard terms and conditions sections and any other information deemed to be necessary. The contractor shall provide the following, including but not limited to:

- a) **Purpose and Intent/Overview and Background:** The contractor shall prepare a purpose and intent of the RFP. The contractor shall prepare an overview and background section to provide bidders with a brief history of events that led to the need for this RFP. The Final Capstone Report (or relevant sections thereof) submitted in Section 3.9.1 of this contract may be referenced as supporting information and provided to potential bidders as background information as determined by the State.
- b) **Scope of Work:** The contractor shall prepare a scope of work that includes all technical specifications, schedules, directions, work locations, equipment, health and safety standards and deliverables. Long and detailed technical specifications shall be provided in technical appendices that are cross-referenced in the scope of work. The scope of work shall include minimum standards for equipment and the performance of work. The scope of work shall include all technical specifications developed in the Final Capstone Report unless changes are submitted to and accepted by the State Contract Manager. The scope of work shall specify CMS quality standards that must be achieved by the ^Pcontractor.
- c) **Technical Definitions:** The contractor shall provide standardized definitions to technical terms to be used throughout the RFP.
- d) **Price Schedules and Supporting Detail:** The contractor shall provide a detailed price schedule that is understandable and acceptable and will fairly compensate the ^Pcontractor while allowing the State Contract Manager to hold the ^Pcontractor accountable for work performed. The price schedule shall have a calculated total bid price. Any price lines that are not unit prices shall be supported with information on the level of effort the bidder should propose in support of those prices. The supporting detail of prices shall include quality and quantity of resources required to perform the work. The price schedule line items shall be clearly linked to Scope of Work sections so that bidders understand the relationships between work to be performed and prices bid.
- e) **Explanation of Price Schedules:** The contractor shall prepare a written section in the RFP that explains every price line, the unit of measure and the work that must be performed in order to be eligible for payment.
- f) **Payment** – The contractor shall prepare a section on payments. This section shall discuss the frequency of payment to the implementation contractor and the supporting documentation that the implementation contractor must submit to support its invoice. (i.e. payroll records, number of inspections, etc.) The RFP shall discuss the State Purchase Order process and the submission of State Payment Vouchers. If the implementation contractor is to collect fees, the RFP shall have a section to discuss the method of collection of those fees, the cash flow from those fees, accounting controls, record keeping, reporting, and any other financial control that the implementation contractor must maintain in a fee-based system. Such controls must be specified in any RFP that requires the implementation contractor to handle money on behalf of the State.
- g) **Funding Source/Fees** -The contractor shall prepare a report on the sources of funds that that may, at the State's option will be included in the RFP. The State Contract Manager shall provide the contractor with this information. If fees are to be collected by the ^Pcontractor, the consultant shall prepare a complete discussion on the collection of fees as noted above in Payment.

- h) **Insurance** – The contractor shall provide recommended minimum levels of insurance that the implementation contractor must have and specifications for that insurance.
- i) **Bonds** – The contractor shall advise the State on the need for the implementation contractor to be bonded and the suggested amount of those bonds. The bonds could be, but are not limited to, bid bonds, performance bonds and/or subcontractor payment bonds.
- j) **Contract Duration** – The contractor shall advise the State on the its recommended duration of the contract and provide a justification for that contract duration.
- k) **Contract Extensions** – The contractor shall advise the State as to the advisability of contract extensions.
- l) **Price Escalations** – The Contractor shall advise the State on whether and how much to incorporate price increases over the term of the contract, particularly if the contract term is longer than three (3) years. The contractor shall provide a section on the approach to those price escalations and how those escalations will be specifically determined and applied over the term of the contract extension.
- m) **Licenses and Permits** – The Scope of Work shall include a section on licenses and permits that specifies the licenses, permits and registrations that the implementation contractor or its staff must hold.
- n) **Minimum Qualifications and Experience** – The contractor shall determine if bidders should have minimum qualifications or experience in order to be eligible to bid and advise the State on those qualifications and prepare a section in the RFP of those qualifications, if the State Contract Manager agrees to those qualifications. Minimum qualifications shall be developed for the implementation contractor's staff.
- o) **Retainage** – The contractor shall advise the State on whether or not the State should withhold retainage on any payments due the implementation contractor and when such retainage should be paid.
- p) **Transitions** – The contractor shall provide for specifications on transitions between contracts. This includes an initial mobilization transition at the beginning of the contract and a demobilization transition at the end of the contract.
- q) **Proposal Preparation and Submission:** The contractor shall delineate the requirements for bid submission. The contractor shall specify minimum qualifications and experience the bidders to be eligible for contract award. The contractor shall specify minimum qualifications for the bidder's personnel. The contractor shall require the bidder to supply documentation of experience and qualifications. The contractor shall specify any equipment that the bidder must provide.
- r) **Bid Submission** – The RFP shall have a mix of required bid submissions. These submissions shall include the qualifications and experience of the bidder and the bidder's staff. The RFP shall require the bidder to discuss its approach to perform the scope of work. The RFP shall require the bidders to submit specialized information, such as any special equipment that the implementation contractor must propose and use to perform work. The contractor shall advise the State on the information that the bidders must submit and shall prepare those bid submission requirements in writing to be inserted into the RFP.

- s) **Standard State Language and Forms:** The contractor shall include in the RFP all items required and provided by the State and any other suggested sections or formats that the contractor may recommend.
- t) **Accountability** – The contractor shall prepare for the RFP a section on accountability, measures of performance and appropriate measures to determine non-performance. The measures of accountability in the performance of the contract shall include appropriate measures to reduce payment or impose liquidated damages if the implementation contractor fails to perform. The contractor shall also include minimum levels of acceptable performance by the implementation contractor's staff. The scope of work must specify that the implementation contractor shall remove those workers from work assignments where those workers deliver substandard service or are the cause of complaints from the public or State Contract Manager. The RFP shall include appropriate mechanisms to allow the State to take action to correct contract non-performance or inappropriate performance that may occur.

The contractor shall submit all RFP(s) to the State Contract Manager for approval prior to each RFP being subsequently submitted for approval by CMS and final approval by the Division. The contractor must perform all revisions as necessary in response to Division and CMS comments, questions and concerns.

3.10.2.3 ASSISTANCE IN THE BIDDING PROCESS

The contractor shall provide technical support to the State Contract Manager and the State procurement assistance team in answering any technical questions that potential bidders may have concerning the requirements in the RFP during the electronic question and answer period and assist the State with any site visits from potential bidders.

The contractor shall serve as an advisor to the State in the bidding process and may not have any contact with any potential bidders during the bidding and contract award process. All contact with potential bidders will be performed by the buyer assigned to the procurement from the Purchase Bureau in the New Jersey Department of the Treasury, exclusively through email and issuance of addenda to any RFP.

3.10.3 PROPOSAL EVALUATION PLAN (PEP) AND ASSOCIATED CRITERIA

The contractor shall design a proposal evaluation plan (PEP) that describes the overall process, assigns roles and responsibilities and details evaluation criteria (both technical and cost) that matches the overall objectives of the ^PMMIS. Most importantly, the contractor must ensure that evaluation criteria map directly to the RFP(s) requirements. The contractor must assist DMAHS and the Division with developing scoring and ranking procedures based on an approved evaluation approach. Such assistance includes, but is not limited to assigning maximum values to the evaluation criteria, determining the method for assigning points and developing materials for use by the evaluation team. The scoring methodology must translate the evaluation criteria into a quantitative score for each bidder submitting in response to the RFP to design, develop and implement the ^PMMIS.

3.10.4 IMPLEMENTATION CONTRACTOR SELECTION PROCESS

The contractor shall assist the State in selecting the ^PMMIS contractor to design develop and implement the ^PMMIS. The contractor must comply with requirements for serving on an Evaluation Committee and undergo vetting by the Division in order to serve in the capacity of technical advisor as the Evaluation Committee reviews and evaluates each bid proposal received

in response to the RFP to design, develop and implement the ^PMMIS. However, the State shall ultimately decide on the award of any contract resulting from the ^PMMIS RFP.

The contractor's review of ^PMMIS bid proposals shall include, but is not limited to, evaluation of the following criteria:

- a) how well the bid proposal meets the functional and business requirements set forth in the Implementation RFP;
- b) does the proposal meet the requirements of MITA;
- c) bidder's general and detailed approaches to meeting requirements of the RFP;
- d) overall project management;
- e) concordance between the bid proposal in line with the bidder's cost analysis;
- f) staff credentials;
- g) how well the proposal meets the implementation and development activities as detailed in the RFP; and
- h) bidders size, organizational resources and financial strength to determine the bidders' overall
- i) ability to undertake and successfully complete the project.

The contractor shall review all bids as a non-voting Evaluation Committee member and shall provide comparisons between and among bidders that will assist the Evaluation Committee in understanding similarities and differences in the bids. The contractor shall be called upon to render an opinion to the Evaluation Committee on any cost benefit analysis that the Evaluation Committee undertakes to weigh technical and personnel submissions against the price proposals. The contractor must also create an Evaluation Committee Report, following the Division's template, that provides narrative as to the bidding process, all scoring of bid proposals and the rationale underpinning the scores of each bid submission.

In addition, the contractor shall create written responses to all protests that may result from the award selection. If this work is required, the contractor will be provided with a copy of the protest and must submit a budget including but not limited to, identification of contractor staff –by name and labor title and estimated hours for its response to the project. For this work the contractor will be paid at the All Inclusive Firm Fixed Hourly Rate for each respective labor title as bid in response to this RFP.

3.11 INDEPENDENT VERIFICATION AND VALIDATION/QUALITY ASSURANCE (IV & V/QA) PROJECT STEP 3

After the ^PMMIS contract is awarded, the contractor must perform Independent Verification and Validation (IV & V/QA) services to establish the appropriate quality control and audit efforts for the project, independent of the ^PMMIS contractor's implementation efforts. The contractor's IV&V/QA shall ensure that its services include verification, validation and quality assurance processes. The contractor must also assist DMAHS in verifying and validating that the ^PMMIS performs according to specifications and requirements. In addition, the contractor shall verify that hardware and software for testing, as proposed by the ^PMMIS contractor is consistent with its own requirements.

3.11.1 UPDATE OF IV&V/QA PROJECT PLAN

As the contractor moves forward with its IV&V/QA activities it must update its IV&V/QA Project Plan as presented with its bid submission and provide the updated IV&V/QA Project Plan to the State Contract Manager each week and upon request by the State Contract Manager for approval. The contractor shall ensure that the IV&V/QA Project Plan reflects all changes related to IV&V/QA requirements.

3.11.2 VERIFICATION PROCESS

The contractor shall verify that the ^PMMIS is designed, developed and implemented in accordance with design document requirements and functions properly. The contractor shall develop an overall plan for verifying that the ^PMMIS meets the documented requirements and includes, but not limited to:

- a) detailing key project deliverables to identify and prioritize testable requirements;
- b) describing the verification strategy documenting the objectives, scope, approach, standards and procedures, and tools to be used in the verification effort;
- c) includes administrative activities, e.g., resources scheduling, coordination of activities and other administrative tasks in support of the verification effort;
- d) identification and documentation of problem issues and how the contractor shall track to resolution;
- e) documentation of risks associated with verification activities along with proposed mitigation approaches; and
- f) schedule for regular review meetings.

The contractor must submit the overall plan to the State Contract manager for approval.

The contractor shall also develop plan documentation that verifies the ^PMMIS meets stated requirements. The contractor shall ensure verification documentation in a format approved by the State Contract Manager that includes, but not limited to:

- a) verification schedule;
- b) verification process issues log;
- c) incident management process;
- d) change request process;
- e) test plan;
- f) work breakdown structure (WBS) related to verification activities; and
- g) weekly status reports.

The contractor shall provide independent integration testing services covering all aspects of the ^PMMIS and all subsystems. These services must conform to industry best practices and established quality control principles.

The contractor's plan to test the new ^PMMIS must include, but not be limited to:

- a) development of a test data repository;
- b) implementation of automated testing tools and related standards and procedures;
- c) activities required of contractor, ^PMMIS contractor and DMAHS staff;
- d) development of test data;
- e) development of test cases, test scenarios, test runs, and test scripts, including automated test scripts;
- f) development of test case outcomes;
- g) document how the ^PMMIS contractor will execute the testing; and
- h) presenting an overview of the MITA process to State personnel.

3.11.3 VALIDATION SERVICES

The contractor shall provide validation support services to DMAHS to ensure that all appropriate business issues have been satisfactorily addressed. Validation services must ensure that the ^PMMIS system shall meet current and planned business needs of DMAHS, and that all necessary training, policy, process and procedural changes have been defined and implemented within DMAHS.

To validate that the ^PMMIS meets the needs of DMAHS, the contractor must develop a validation strategy that includes, but is not limited to:

- a) assurances the ^PMMIS meets DMAHS business functions and processes as described in the "To-Be" assessment;
- b) documents that all verification testing has been successfully completed;
- c) a training plan and requisite materials for use in training DMAHS staff in the use and operation of the ^PMMIS;
- d) documentation of the changes in policies, processes and procedures as a result of implementing the ^PMMIS;
- e) a plan for supporting the CMS Certification process for the new system by gathering and consolidating the information required for CMS Certification visit;
- f) a list of administrative activities and tasks in support of the validation effort;
- g) weekly and monthly status reports to DMAHS that clearly describe the status of the validation effort. These status reports must be prepared and delivered separately from the status reports of the verification effort;
- h) project deliverables for review by DMAHS and schedule and participate in regular meetings for the review of all deliverables. All issues and review comments shall be discussed in the regular meetings;
- i) Identifying, collecting, organizing and preparing all pertinent documentation for the CMS Certification process;
- j) a plan to coordinate the certification efforts and provide direction to DMAHS during the CMS Certification visit to ensure that CMS needs are met; and
- k) all other responsibilities and attendant deliverables that shall be required within the scope of these services.

3.11.4 QUALITY ASSURANCE SERVICES

The contractor shall conduct overall quality assurance services of the entire Design, Development and Implementation (Step 2) process. Should DMAHS determine to replace its ^EMMIS in modules over a period of time, verification and validation services for different modules will overlap. The contractor must assist DMAHS in identifying significant risks and variances from the defined schedules, plans and processes for the implementation of the ^PMMIS as a whole.

The contractor shall provide a set of quality assurance services which include, but are not limited to:

- a) review and monitoring of work plans produced by the ^PMMIS contractor;
- b) assessment of the implementation plan of the successful ^PMMIS contractor for new software, systems, and supporting processes and all system related functionality as a part of this project to ensure all products meet the requirements of the project. Implementation plans shall include, but are not limited to, infrastructure readiness, adequacy of system support processes, integration plan, data conversion plan, the disaster recovery plan, and the plan to transition to the new product(s);
- c) as part of the implementation assessment, the contractor shall also monitor the cutover of ^EMMIS systems to any new products and provide reports of the technical aspects of the cutover activities by the ^PMMIS contractor;
- d) review deliverables to ensure compliance with ^PMMIS contractor implementation project plans. Identified issues and risks shall be reviewed with the State Contract Manager for resolution;

- e) assess the overall Project's compliance with the terms and requirements of the MITA concepts and maintain familiarity with the most up-to-date MITA framework and provide DMAHS with updates based on changes to MITA; and
- f) make recommendations to DMAHS for any needed system changes during implementation.

3.12 IMPLEMENTATION SIGN-OFF

Before DMAHS accepts and approves any completion of implementation from the ^PMMIS contractor, the contractor must prepare an implementation sign-off approval document. This document shall state that the contractor attests to the following:

- a) all deliverables meet the requirements set forth in the contract with the ^PMMIS contractor;
- b) all deliverables set forth in the ^PMMIS contract have passed all tests successfully; and
- c) there are no outstanding findings related to the design and development of the ^PMMIS which preclude implementing any deliverable.

The contractor must submit the sign-off approval document to the State Contract Manager for approval prior to its use.

3.13 CMS CERTIFICATION

Using established CMS Certification Checklists, the contractor must document whether the ^PMMIS meets and or exceeds the requirements of each individual item contained within the Certification CMS Checklists. This pre-certification must be completed prior to DMAHS seeking certification of the ^PMMIS from CMS.

The contractor must work with State personnel to ensure that the ^PMMIS contractor will meet CMS certification for the ^PMMIS.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **eight (8) full, complete and exact copies and one (1) unbound, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

The bidder should also submit (1) full, complete copy of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD), and exact **ELECTRONIC** copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders should complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml> should be completed and submitted with the bid proposal.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/nibgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders should include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>. Bidders intending to utilize subcontractors should also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>. Failure to submit the required forms may result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the Division of Small, Women and Minority Business Development (609) 292-2146.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>. Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

The bidder must include a Planning Project Plan within its proposal. Such a Planning Project Plan should detail activities and estimated time frames for the planning portion of the project and is intended for use by DMAHS and the bidder (should bidder be awarded the contract resulting from this RFP) through the planning activities included in Step 1 of the project.

The Planning Project Plan, at a minimum, should include or identify:

- a) all activities required for completion of Step 1 along with detailed explanation of each activity including the bidder's understanding of the responsibilities, tasks, and deliverables required of the contractor;
- b) steps necessary to complete each activity;
- c) milestones to be met and the anticipated outcome for each activity;
- d) staff to be assigned (e.g., total number of persons, skill sets, and percentage of time to be spent on project);
- e) DMAHS staff assignment needs (e.g., total number of persons, skill sets, and percentage of time needed on the project);
- f) where the activities will occur, such as on-site or off-site;
- g) time frame parameters for completing the activities;
- h) mitigation plan for any risks identified;
- i) GANTT chart of the project schedule in Microsoft Project;
- j) plan for change control management;
- k) plan for issues tracking/management;
- l) Status Report formats;

- m) formats for all deliverables;
- n) communication plan;
- o) sample Business and Technology GAP Analyses; and
- p) problem resolution escalation plan.

A bidder must describe in detail its plan for handling the Step 3 IV & V/QA portion of the project. At a minimum, the plan must include any services, tasks, and deliverables stated in this section.

In addition, the bidder in its response must detail any additional software that will be required for completion of the project. The bidder shall have all software needed to complete the project thus additional software should not be included in the bidder's price bid. Additional software requirements needed by DMAHS to complete the project may be subject to state procurement regulations. Final determination of all software requirements will be established during contract negotiations.

The bidder must detail any specific hardware requirements, needed to complete the project. These requirements will be compared to existing DMAHS resources. Any additional hardware requirements needed by DMAHS to complete the project may be subject to state procurement regulations and may negatively impact the project.

The bidder's proposal must respond to each item in [Attachment 1](#) - Functional Requirements Matrix (Matrix). The Matrix provides a structure that enables both the bidder and DMAHS to readily determine if each requirement has been addressed. Bidders must ensure that responses to the Matrix follow the numbering in the Matrix and restate, verbatim, each requirement, followed by the response. Failure to number the responses this way may adversely affect the evaluation or render the proposal non-responsive.

4.4.4.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.4.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured in accordance with the attached format ([Attachment 2](#)) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts
- Beginning and ending dates should be given for each similar contract
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

In addition, the resume of each key staff member should describe the individual's knowledge and experience in the following:

- a) overall MITA knowledge and experience;
- b) Medicaid business process knowledge in the MITA 8 key business process areas including Member Management, Program Management, Provider Management, Care Management, Program Integrity Management, Contractor Management, Program integrity Management, Operations Management, Business Relationship Management;
- c) service oriented architecture;
- d) Health Level 7 Standards;
- e) HIPAA EDI Standards; and
- f) proficiency in MS Project, MS PowerPoint and MS Excel.

4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

All bidders must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3)** years. While the estimated time to complete Step 1 (Planning) is **24** months, this term should ensure completion of Step 2 (Design, Development and Implementation) and activities related to Step 3 (IV&V / QA).

The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **90** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. The contractor must ensure that its request includes an updated contract-specific organizational chart. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.15 RETAINAGE 10 %

The amount of retainage is 10% and is noted on the RFP signatory sheet. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each **three (3)** month period, the Using Agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 100% of the retainage for the preceding **three (3)** month period. However, if the contractor's performance is not satisfactory such that expected deliverables have not been delivered or the deliverables do not meet the standards specified in this contract, the State Contract Manager may continue to withhold payment of the retainage until the issues involved with the unsatisfactory performance are resolved. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.22 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b) The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c) In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to

provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.23.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

The contractor shall not be liable for special, consequential, or incidental damages.

5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.24 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the end of the RFP.

6.3.3 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x38407.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

PRICE SCHEDULE 1

**MEDICAID MIS REPLACEMENT PLANNING
AND INDEPENDENT VERIFICATION AND VALIDATION
DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES**

Bid Number 09-X-38407

Bidder's Name: _____

Refer to [RFP Section 2.1](#) for the definition of Fully Loaded Firm Fixed Price and All-Inclusive Hourly Rate.

Price Line	Project Step 1 Deliverables	Unit	Unit Price (Fully Loaded Firm Fixed Price) *
1.	Approval of Contractor's Modified Project Plan and Schedule (Section 3.2)	Task	\$
2.	Review of eMMIS (Section 3.3)	Task	\$
3.	Training on State Self-Assessment Process (Section 3.4.1)	Task	
4.	As-Is Assessment (Section 3.4.3) -Member Management	Task	\$
5.	As-Is Assessment (Section 3.4.3) -Provider Management	Task	\$
6.	As-Is Assessment (Section 3.4.3) -Contractor Management	Task	\$
7.	As-Is Assessment (Section 3.4.3) -Operations Management	Task	\$
8.	As-Is Assessment (Section 3.4.3) -Program Management	Task	\$
9.	As-Is Assessment (Section 3.4.3) -Care Management	Task	\$
10.	As-Is Assessments (Section 3.4.3) -Program Integrity Management	Task	\$
11.	As-Is Assessment (Section 3.4.3) -Business Relationship Management	Task	\$

Price Line	Deliverable	Unit	Unit Price (Fully Loaded Firm Fixed Price) *
12.	As-Is Summary Document (Section 3.4.3.1)	Task	\$
13.	To-Be Assessment (Section 3.4.4) -Member Management	Task	\$
14.	To-Be Assessment (Section 3.4.4) -Provider Management	Task	\$
15.	To-Be Assessment (Section 3.4.4) -Contractor Management	Task	\$
16.	To-Be Assessment (Section 3.4.4) -Operations Management	Task	\$
17.	To-Be Assessment (Section 3.4.4) -Program Management	Task	\$
18.	To-Be Assessment (Section 3.4.4) -Care Management	Task	\$
19.	To-Be Assessments (Section 3.4.4) -Program Integrity Management	Task	\$
20.	To-Be Assessment (Section 3.4.4) -Business Relationship Management	Task	\$
21.	To-Be Summary Document (Section 3.4.4.1)	Task	\$
22.	GAP Analysis -Technical (Section 3.5.1)	Task	\$
23.	GAP Analysis -Business (Section 3.5.2)	Task	\$
24.	Requirements Plan -Business (Section 3.6.1)	Task	\$
25.	Requirements Plan -Technical (Section 3.6.2)	Task	\$
26.	MMIS Replacement Recommendation (Sections 3.7 -3.7.4)	Task	\$
27.	Advance Planning Documents (Section 3.8)	Task	\$
28.	Capstone Report and Presentation (Sections 3.9 – 3.9.1)	Task	\$

Price Line	Deliverable	Unit	Unit Price (Fully Loaded Firm Fixed Price)
29.	Create RFI for ^P MMIS Contractor (Section 3.10.1)	Task	\$
30.	Create RFP for ^P MMIS Contractor (Section 3.10.2)	Task	\$
31.	Create Proposal Evaluation Plan (Section 3.10.3)	Task	\$
32.	Assist in ^P MMIS RFP Evaluation (Section 3.10.4) (Unit price for review of each responsive bid submission)	Each	\$
Sub-Total Bid Price Project Step 1 (price lines 1 – 32)			\$

Price Line	Project Step 3 Independent Verification and Validation/Quality Assurance Deliverables	Unit	Unit Price (Fully Loaded Firm Fixed Price) *
33.	Approval of Contractor's Modified IV&VQA Project Plan and Schedule (Section 3.11.1)	Task	\$
34.	-Verification Process (Section 3.11.2)	Task	\$
35.	Validation Services (Section 3.11.3)	Task	\$
36.	Quality Assurance Services (Section 3.11.4)	Task	\$
37.	Implementation Sign-Off (Section 3.12)	Task	\$
38.	CMS Certification (Section 3.13)	Task	\$
Sub-Total Bid Price Project Step 2 (price lines 33 – 38)			\$

PRICE SCHEDULE 2

SUMMATION

Project Step Group	Deliverables	Unit	Unit Price (Fully Loaded Firm Fixed Price) *
1	Step 1 Sum of Price Lines 1 - 32	Task	\$
3	Step 3 Sum of Price Lines 33 - 38	Task	\$
Total Bid Price Project Steps 1 and 3 (price lines 1 – 38)			\$

The bidder must provide a price for each Price Line or the bid proposal shall be considered non-responsive.

*** Price to be used to rank cost of proposal for evaluation.**

All-Inclusive Firm Fixed Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Fully Loaded Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

The bidder should also include a table of job titles and all inclusive firm fixed hourly rates for each job title designated to fulfill the specified tasks, activities, and deliverables specified in Section 3.0 of this RFP. The bidder should further present a budget for each Price Line in which the job title, corresponding all inclusive firm fixed hourly rate and estimated number of hours foots with the bidder's Fully Loaded Firm Fixed Price Unit Price.

Attachment 1 – Functional Requirements Matrix

Bidder must respond to each item in the Functional Requirements Matrix (Matrix). The Matrix provides a structure that enables both the bidder and the State to determine if each requirement has been addressed.

Bidders' responses must be in the following format: the requirement number, verbatim restatement of the description, followed by the bidder's response. Failure to number the responses this way may adversely affect the evaluation or render the proposal non-responsive.

Type	#	Description
General Technical Services Bidder Requirement	1	The bidder must state it understands that if selected as the contractor resulting from this RFP, it shall serve in a dual capacity: assisting with Step 1 or the planning phase of the project; and serving as the quality control agent for DMAHS to perform activities identified in Step 3 IV&V / QA phase. Bidders must provide the names of other states in which it has acted in a dual capacity and the contact information for those states.
General Technical Services Bidder Requirement	2	The bidder must state it understands that if selected as the contractor for Steps 1 and 3, it, or any of its subcontractors will not be considered for award for Step 2 the Design, Development and Implementation of the ^p MMIS.
General Technical Services MITA	3	The bidder must confirm that all planning activities to replace the ^e MMIS will meet or exceed the guidelines set forth in the latest relevant MITA version (MITA 2.0 Framework or higher), including development of models, matrixes, diagrams and other documents. The bidder must supply the MITA models, matrixes, diagrams and other MITA related documents it produced for a project similar to the one described in this RFP.
General Technical Services MITA	4	The bidder must document that staff assigned to the project have expertise with the CMS MITA initiative by listing the staff, the MITA projects they have worked on, the MITA activities the staff performed and the products/documents that they produced.
General Technical Services MITA	5	The bidder must state it understands that it must assist DMAHS in coordinating the project with CMS. In its response the bidder must detail the method and manner of assistance with documented instances of working with CMS successfully in the past in similar projects.
General Technical Services Bidder Requirement	6	The bidder must describe how it will ensure that it will provide the staff required to complete the project in the agreed to timeframes.

General Technical Services Bidder Requirement	7	The bidder must have a minimum of five (5) years experience in the Medicaid arena and must demonstrate a proven record of successful MMIS replacement planning projects similar in nature to the project described in this RFP by listing all of the Medicaid projects the bidder has participated in over the last five (5) years, a description of the project and their role in the project.
General Technical Services Bidder Requirement	8	The bidder must demonstrate it has experience as an independent quality control agent, validating and verifying that a MMIS meets the requirements for federal certification by listing the projects the bidder has participated in the last five (5) years as an independent quality control agent and the verification and validation services the bidder performed for those projects.
General Technical Services Bidder Requirement	9	The bidder must: identify its project coordinator; list the previous projects the coordinator has acted in this capacity; demonstrate and verify that its project coordinator will report to the State Contract Manager; verify that the bidder's project coordinator must be in close daily contact with the State Contract Manager; and verify that its project coordinator has the authority to speak on behalf of the bidder in order to advise the State Contract Manager of consequences of any changes in work direction.
General Technical Services Bidder Requirement	10	The bidder must state it agrees to the requirement that its project coordinator cannot be substituted without prior written approval of the State Contract Manager and that any substitute must have equivalent or better experience than the original project coordinator.
General Technical Services Bidder Requirement	11	The bidder must identify its project team, by listing all bidder staff that will work on the project with relevant experience, their role in the project and any subcontractors the bidder plans to utilize for the project, a listing of the subcontractor's staff that will work on the project with relevant experience and the role of the subcontractors.
General Technical Services Bidder Requirement	12	The bidder must state it agrees to the requirement that its project team cannot be substituted without prior written approval of the State Contract Manager and that any substitute must have equivalent or better experience than the original project team member.
General Technical Services Bidder Requirement	13	The bidder must describe in detail its process for making decisions related to the project up to the highest level of escalation, including the names and titles of decision makers.

General Technical Services Bidder Requirement	14	The bidder must state it understands its project team must perform all work activities at DMAHS offices in Trenton or at its local office upon the approval of the State Contract Manager. Some staff may be permitted, on a case by case basis, to perform work off-site but only upon the approval of the State Contract Manager. If determined necessary by State Contract Manager, the bidder must travel to various DMAHS locations throughout the State.
General Technical Services Subcontractor	15	The bidder must list by company name and provide all of the contact information including address, telephone number and e-mail address for each subcontractor the bidder plans to use on the project.
General Technical Services Subcontractors	16	The bidder must provide the latest audited financial statement for each subcontractor the bidder plans to use on the project.
General Technical Services Subcontractor	17	The bidder must provide resumes of all staff of any of the subcontractors that will be working on the project.
General Technical Services Subcontractor	18	The bidder must identify the activities for which the subcontractor will be responsible.
General Technical Services Time Frames	19	The bidder must include an estimated time frame for completing Step 1 of the project by listing in detail the timeframes needed by the bidder to complete past projects similar in nature to the project described in this RFP.
General Technical Services Time Frames	20	The bidder must state it understands that work activities identified in this RFP may not be done consecutively as the IV&V activities will not be done until after the planning activities
General Technical Services Standards and Requirements	21	The bidder must adhere to standards listed in this RFP. The bidder, in its response, must list any additional standards it will utilize for the project, the rationale for the standard and an explanation of the how standard will be applied.
General Technical Services Standards and Requirements	22	The bidder must list any additional software required by the State to complete the project, its intended use and why it is required.
General Technical Services Standards and Requirements	23	The bidder must detail any specific hardware requirements needed to complete the project and its intended use and why required.

Step 1 Project Startup	24	The bidder must describe how within 10 business days after contract execution by the State, it will initiate a meeting with DMAHS staff to launch the project and formulate logistics. Included in the bidder's response must be examples of the logistics utilized for similar projects.
Step 1 Project Startup	25	The bidder must describe in detail how it will facilitate the initial planning meetings, including listing the time frames, number, type and objective of the meetings and DMAHS staff needed for the initial planning meetings.
Step 1 Project Start-up	26	Based on previous experience, the contractor must list all of the documents that it will require from DMAHS related to the planning of the project and the purpose for each document.
Step 1 Project Startup	27	The bidder must provide a detailed Planning Project Plan for the project described in this RFP as part of its proposal and state it understands that the initial project plan must be updated and presented within 10 business days after the contract effective date.
Step 1 Project Startup	28	The contractor must maintain the project plan on a weekly basis and must produce the project plan on a weekly basis or as needed for the State Contract Manager detailing the process for its creation and purposes for its use.
Step 1 Project Startup	29	The contractor will be required to develop an IV&V/QA Project Plan which must be approved by the State Contract Manager prior to the contractor beginning its independent verification and validation of the new MMIS. The bidder must include an IV&V/QA Project Plan (or the portion of a master project plan dealing with IV&V/QA activities) that was used for a project similar in nature to the project described in this RFP.
Step 1 Project Startup	30	The contractor must maintain the IV&V/QA Project Plan on a weekly basis and must produce the project plan on a weekly basis or as needed for the State Contract Manager detailing the process for its creation and purposes for its use.
Step 1 Project Startup	31	The contractor must detail the interaction of all the MMIS subsystems throughout the activities of the planning phase.
Step 1 Conducting Assessments	32	The contractor will be required to complete with the assistance of DMAHS, the MITA State Self – Assessment (SS-A) process, using the format developed and approved by CMS. The bidder must provide documentation of a previously completed SS-A.

Step 1 As-Is Assessment	33	The contractor must provide appropriate training related to MITA Self-Assessment process to DMAHS staff. A MITA training plan for DMAHS staff must be included as part of the bidder's response.
Step 1 As-Is Assessment	34	Under the direction of the State Contract Manager, the contractor must schedule and facilitate the "As-Is" assessment sessions. The bidder must provide a detailed plan with schedule to conduct the As-Is assessments and describe the duration of the sessions and the DMAHS staffing requirements needed for the sessions.
Step 1 As-Is Assessment	35	The bidder's experience in conducting the MITA assessments is critical to the success of the project. Detail all relevant prior experience. To demonstrate experience in this area, bidders should include lessons learned from previous MITA assessment experiences.
Step 1 As-Is Assessment	36	The contractor is required to prepare a syllabus identifying any materials needed for the As-Is session and an agenda identifying the business processes to be discussed, for each assessment session. These documents must be provided to session participants and the project steering committee at least five (5) work days prior to any assessment session. A sample of documents needed for the As-Is sessions must be included in the bidder's response.
Step 1 As-Is Assessment	37	Within 48 hours after each session, the contractor must deliver detailed notes to the State Contract Manager that describes the discussion during the session, the group's conclusions, how they were reached and an overall analysis of the session. Based on previous experience the bidder should include sample notes from other As-Is assessments.
Step 1 As-Is Assessment	38	Upon conclusion of the "As-Is" assessment the contractor must produce a summary document. As part of its response the bidder must include a sample summary document, preferably one from an As-Is assessment recently completed for another state.
Step 1 To-Be Assessment	39	The contractor in conjunction with DMAHS must group each of the business processes into replacement modules. Based on experiences with other MMIS replacement efforts, the bidder should list possible methods to group the MITA business processes into replacement modules.
Step 1 To-Be Assessment	40	The bidder must understand that the To-Be assessment must be developed in terms of what can be achieved in short term goals (2 to 5 years or levels 1,2 and 3 of the MITA Maturity model) and long term goals (6 to 10+ years or levels 4 and 5 of the MITA maturity model). In its response the bidder must discuss its ideas on replacing an MMIS in modules to cover immediate needs, as well as, meeting short term and long term goals.

Step 1 To-Be Assessment	41	Under the direction of the State Contract Manager, the contractor must schedule and facilitate the “To-Be” assessment sessions. The bidder must provide a detailed plan and schedule to conduct the To-Be assessments and describe the duration of the sessions and the DMAHS staffing requirements needed for the sessions.
Step 1 To-Be Assessment	42	The contractor must prepare a syllabus identifying any materials needed for the To-Be session and an agenda identifying the business processes to be discussed, for each assessment session. These documents must be provided to session participants and the project steering committee at least five (5) work days prior to any assessment session. A sample of documents needed for the To-Be sessions must be included in the bidder's response.
Step 1 To-Be Assessment	43	Within 48 hours after each session, the contractor is required to deliver detailed notes to the State Contract Manager that describes the discussion during the session, the group's conclusions, how they were reached and an overall analysis of the session. Based on previous experience the bidder should include sample notes from other To-Be assessments.
Step 1 To-Be Assessment	44	Upon conclusion of the To-Be assessment the contractor must produce a summary document. As part of the response the bidder must include a sample summary document, preferably one from a To-Be assessment recently completed for another State.
Step 1 Performing Analysis and Developing Requirements	45	The contractor must develop a Business Gap Analysis in a format approved by the State Contract Manager. The bidder should state their approach for developing the analysis of the gaps that exist between the As-Is assessment and the To-Be assessment. The bidder must provide a sample Business GAP Analysis
Step 1 Performing Analysis and Developing Requirements	46	The contractor must develop a Technical Gap Analysis in a format approved by the State Contract Manager. In its response the bidder should state their approach for developing the analysis of the gaps that exist between the As-Is assessment and the To-Be assessment. The bidder must provide a sample Technical GAP Analysis within its response.
Step 1 Requirements for ^p MMIS	47	The contractor must develop a Business Process Requirements Plan. A sample plan on filling the gaps for the MITA business processes should be included in the response.
Step 1 Requirements for ^p MMIS	48	The contractor must develop a Technology Requirements Plan. Included in its response should be a sample technical requirements plan the bidder recommended during a previous MMIS replacement project.

Step 1 Replacement Options, Analysis and Recommendation	49	If the contractor determines that the planning process to this point is incomplete, the contractor must produce in writing any additional planning activities which may be needed, pointing out areas of risk or concern, or other topics as identified. In its response the bidder must state any activity the bidder deems essential but is not requested in this RFP and state why it is necessary and how it will be used by the contractor.
Step 1 Replacement Options, Analysis and Recommendation	50	The bidder must develop an initial list of viable options providing a reasonable degree of feasibility to replacing the ^e MMIS. The bidder must list MMIS replacement projects it has participated in and the options the bidder recommended for replacing the MMIS for those projects.
Step 1 Comparative Replacement Analysis	51	For the three primary alternatives DMAHS selects, the contractor must develop an extensive analysis to include the strengths and risks of each alternative including the contributing factors to each of the alternatives. In its response the bidder must detail its approach in analyzing how it determines the best approach for a State to replace its ^e MMIS.
Step 1 Cost Benefit Analysis	52	The contractor must develop a high-level cost-benefit analysis based on the three primary alternatives identified by DMAHS. A sample cost benefit analysis completed for another MMIS replacement project must be included in the bidder's response.
Step 1 Recommendation Document	53	The contractor must develop a recommendation document for replacing the ^e MMIS. A sample recommendation document must be included in the bidder's response.
Step 1 Implementation Advanced Planning Document	54	The contractor must prepare and deliver an IAPD in the format prescribed by CMS that will facilitate federal funding of the remediation project. In its response the bidder must list IAPDs it has either developed or assisted in developing and along with the summary of each IAPDs in regards to obtaining enhanced federal matching funds.
Step 1 Capstone Reports	55	The contractor must prepare and deliver preliminary and final capstone reports.
Step 1 Draft the Request for Information	56	The contractor must draft the RFI to solicit feedback from vendors, providers and provider associations, billers and submitters, trading partners, State agencies, beneficiaries, advocacy groups, and other interested parties. The contractor shall review the responses; prepare reports, summaries and recommendations.

Step 1 Draft the Request for Proposals	57	The contractor must draft the RFP(s) to obtain the ^P MMIS. The bidder must list RFPs it has either developed or assisted in developing for other MMIS replacement projects and provide a summary of the RFP. In addition, the bidder must also provide up to three (3) electronic copies on CD (.doc or .pdf) of RFP's that it has written on behalf of other states MMIS replacement efforts.
Step 1 Proposal Evaluation Plan and Associated Criteria	58	The contractor must prepare and deliver a proposal evaluation plan that describes the overall process, assigns roles and responsibilities and details evaluation criteria (both technical and cost) that matches the overall objectives of the ^P MMIS. The bidder must describe in detail its approach for evaluating proposals for a new MMIS.
Step 1 ^P MMIS Contractor Selection Process	59	The contractor must assist DMAHS in review and comment on each Proposal. The bidder must list those states in which it has assisted with reviews of RFPs.
Step 3 Requirements for IV&V/QA	60	The contractor must perform Independent Verification (IV&V) and Validation services to establish the appropriate quality control and audit efforts for the project independent of the MMIS implementation efforts. As part of its response the bidder must detail its experience in conducting both IV&V and quality control activities for other replacement projects
Step 3 Requirements for IV&V/QA	61	The contractor must assist DMAHS in verifying and validating that the ^P MMIS performs according to specifications and requirements. The bidder must describe in detail all lessons learned from any MMIS replacement projects on which it provided IV&V/QA services.
Step 3 Requirements for IV&V/QA	62	The bidder's response must describe in detail its plan for handling the IV&V/QA portion of the project including its plan to transfer the knowledge from Step 1 to Step 3 staff.
Step 3 Requirements for IV&V/QA	63	The contractor's IV&V staff must have appropriate experience and expertise to address the verification service requirements of this RFP.
Step 3 Requirements for IV&V/QA	64	The contractor must verify the hardware and software for testing as proposed by the ^P MMIS contractor is adequate to meet the needs of the ^P MMIS contractor.

Step 3 Verification Process	65	The contractor must develop a variety of documents related to verifying the ^p MMIS meets the stated requirements. Along with its IV&V plan the bidder should include any documentation used for IV&V activities.
Step 3 Validation Services	66	The contractor must provide validation support services to DMAHS to ensure that all appropriate business issues have been satisfactorily addressed. In its response the bidder should detail the kinds of support services it has to offer.
Step 3 Validation Services	67	The contractor must develop a validation strategy. In the response the bidder must distinguish between the verification services it offers and the validation efforts it can provide.
Step 3 Quality Assurance Services	68	The contractor must assist DMAHS in identifying significant risks and variances from the defined schedules, plans and processes for the implementation of ^p MMIS as a whole. The bidder in its response must provide a sample plan for providing Quality Assurance Services for the entire ^e MMIS replacement project.
Step 3 Quality Assurance Services	69	Quality Assurance services must be conducted according to a defined process, including escalation of issues and risks to the State Contract Manager. In its response the bidder must provide a sample of audit reports, issues log and a plan for escalating issues and risks to the State Contract Manager.
Step 3 Implementation	70	The bidder must prepare an implementation sign-off approval document. The bidder must detail its approach for approving an MMIS replacement for implementation.
Step 3 Certification	71	The contractor must assist DMAHS in obtaining MMIS certification from CMS for any new products. The bidder must list all MMIS replacement projects where it has played a role in obtaining federal certification, a summary of its role and the outcome of the effort to obtain federal certification.
Reporting Staffing/ Reporting, Status and Monitoring Specifications	72	During the Project Start-up the contractor and DMAHS will: determine the number, types, and frequency of all reports required for both Step 1 and Step 3; and determine the mechanisms for project reporting in a DMAHS approved format. The bidder must describe the reports it has produced for similar projects, provide examples of these reports and describe the mechanisms for producing the reports.
Reporting Staffing/ Staffing Specifications	73	The bidder must include in its response to this RFP the resumes of staff assigned to the project.

Attachment 2 –Resume Format

The resumes should be formatted as depicted below.

Resume Format

Name:

Present Title:

Role for this Project: *Proposed role for the subject contract.*

Experience Summary: *Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.*

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

Type of training and dates attended (months/year):

References:

Provide the following information for each of two (2) references.

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship: