

# Request for Proposals

ISSUED BY

The New Mexico Human Services Department



For the provision of

HHS 2020 Medicaid Enterprise Data Services

**RFP # 17-630- 4000-0003**

Human Services Department  
P.O. Box 2348  
Santa Fe, New Mexico 87504-2348  
Brent Earnest, Cabinet Secretary

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## **INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of this Request for Proposals (RFP) is to solicit proposals for a Contractor to design, implement, maintain and operate the Data Services (DS) module of the New Mexico (NM) Medicaid Management Information System Replacement (MMISR) Solution. The State is seeking a DS Contractor with the depth and range of experience needed to successfully deliver this complex Project and whose approach reflects the creativity and insight born of that experience.

The DS Contractor will be responsible for planning, managing, designing, implementing, operating and continually improving the deployment methodology, platform and tools required to support the Enterprise and Health and Human Services (HHS) 2020's current and future Business Intelligence (BI), Business Analytics (BA) and Shared Reporting needs. Contractor's proposed DS Solution(s) must secure, consolidate and manage data provided through the infrastructure and integration tools of the System Integrator (SI) module Contractor. This procurement is to result in the selection of a Contractor that can efficiently deliver a comprehensive enterprise-scale reporting and analytics platform for the State. The DS Contractor must meet all requirements for Center for Medicare and Medicaid Services (CMS) certification, Human Services Department (HSD) requirements, and standards established by the SI Contractor for all Enterprise data types within its purview.

### **B. SUMMARY SCOPE OF WORK**

This section describes a summary of the work that will be required of the Data Services contractor; however, it is not an exhaustive list of services expected.

The selected DS Contractor will provide services to: (1) perform and manage work under the contract resulting from this RFP; (2) work with the CMS approved Independent Verification and Validation (IV&V) Contractor and the State led Project Management Office (PMO); (3) perform planning and leadership related to implementation of this module, and work with the System Integrator (SI) Contractor to assure integration with the subsequent MMISR modules and Contractors; and (4) support attainment of CMS Certification for the DS module and for the MMISR Solution as a whole. The State seeks a Contractor who understands the Medicaid Information Technology Architecture (MITA) of CMS and who understands that the goal of the State is to achieve MITA Level IV.

The selected Contractor from this procurement will work collaboratively with the PMO and other staff, with other Contractors and Stakeholders associated with the MMISR Project, including all selected module Contractors.

The selected Offeror will provide professional design, development, implementation, maintenance, operation, integration and project/program management services for its module. The Offeror must demonstrate experience, knowledge, innovation, and the capacity necessary to perform the services described in this RFP.

The Contractor will perform services and deliver the technology introduced in Section I.C and described in more detail in the full Scope of Work (APPENDIX G).

Pursuant to §10-16-13 NMSA 1978 Prohibited Bidding: *No state agency shall accept any bid (proposal) from a person who directly or indirectly participated in the preparation of specifications on which the competitive bidding was held.*

### **C. SCOPE OF PROCUREMENT**

The procurement (consistent with §13-1-150 Multi-term Contracts), will result in a single four (4) year contract with up to four (4) optional one (1) year extensions at the discretion of the Department, not to exceed eight (8) years in total. The Contract will have fixed price deliverables.

As part of HSD's commitment to maximizing the benefits of a modular MMISR Solution, which includes no longer being dependent on a single New Mexico Medicaid Management Information System (MMIS) Vendor, each Offeror may win no more than two MMISR module procurements, although the selected SI Contractor may not win any other module procurement as the Prime Vendor. The selected DS Contractor *may* be a subcontractor on other modules.

The contract will begin upon final execution from the Department of Finance Administration/Contracts Review Bureau. At the discretion of the HSD, the contract may be amended as needed in order to meet the requirements of this procurement or any future related federal or state requirements for Medicaid, or other technology related changes, that would enable the Department to meet its strategic goals.

### **D. PROCUREMENT MANAGER**

The Department has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address is listed below.

Eric Candelaria, Procurement Manager  
New Mexico Human Services Department  
Information Technology Division  
1301 Siler Road, Building B&C  
Santa Fe, NM 87505  
Phone: (505) 476-4007  
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All deliveries via express carrier should be addressed and delivered to as follows:

Eric Candelaria, Procurement Manager, c/o Gary O. Chavez,  
Chief Procurement Officer (CPO)  
New Mexico Human Services Department  
Administrative Services Division  
1474 Rodeo Road  
Santa Fe, NM 87505

Any inquiries, requests, or additional material regarding this procurement must be submitted to the Procurement Manager in writing via email. New Mexico State email system does not accept compressed files (zip files) and electronic mailboxes may have file size limitations. Please request confirmation of receipt as needed. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees or contractors do not have the authority to respond on behalf of the Department.

## **I. HUMAN SERVICES DEPARTMENT VISION**

This Section introduces the NM HSD Vision and plans related to the MMISR Project. Subsection A introduces the HHS MMISR Project Vision, which provides context to the HHS 2020 Framework, modularity in relation to the MITA Business Processes. Subsection B provides an overview of HSD's HHS 2020 Vision, which provides context and long-term goals that guide the MMISR Project. Subsection C summarizes HSD's approach to MMISR, including the conceptual architecture, procurement approach, estimated timeline and relationships among procurements. Subsection D introduces the environment in which the State, Contractors and the MMISR Solution must operate. Subsection E presents the current governance structure for the HHS 2020 initiative, which at this time encompasses both the MMISR Project and the Child Support Enforcement System Replacement (CSESR) Project.

### **A. HHS MMISR PROJECT VISION**

The MMISR Project is part of NM HSD's HHS 2020. HHS2020 is an Enterprise vision for transforming the way HHS services and programs are delivered to New Mexico citizens. HHS 2020 is not limited to technology; it encompasses a re-evaluation of processes and organization structures used to manage and deliver program services, efforts to work across organizational boundaries to more effectively manage and deliver all HHS services in the state and transition from current operating models to an outcomes based focus for our work. Through the MMISR Project, HSD will implement the technology foundation for HHS 2020. It is expected that the Vendor's proposed Solution will provide not only a technical solution, but a solution that affords the State the opportunity to incorporate business process improvements.

The HHS 2020 Framework is intended to support multiple programs in the NM HHS Enterprise that are supported by the MMIS. Our vision for the future is that the MMISR Solution will enable us to reduce costs while improving member health outcomes. To achieve this, the MMISR Solution must have the capability to support informed and timely decision-making both at the policy administration level and at point of care, while promoting service coordination, transparency and accountability. The State expects all prospective Vendors to understand and be familiar with MITA Business Processes. Upon contract award, the selected Contractor will be required to map the MITA Business Processes to the MMISR Framework.

The MMISR Solution, which incorporates all modules as well as the existing Integrated Eligibility and Enrollment System Automated System Program and Eligibility Network (ASPEN), must be:

**1. Modular:**

Use a modular approach that is design-independent with modules that are capable of being changed without excessive impact. The modular approach is intended to create a framework aligned with MITA Version 3.0, supporting New Mexico's goal of operating Medicaid functions at a MITA maturity level 4 in all business and technical areas, as outlined in the 2015 MITA State Self-Assessment, which can be found in the Procurement Library.

**2. Compliant with Federal Standards:**

Comply with the CMS Seven Conditions and Standards (SCS); promote the use of industry standards for information exchange and interoperability, and provide a seamless business services environment for users. The MMIS must comply with CMS MITA 3.0 requirements as well as with all other applicable Federal requirements and standards.

**3. Eligible for Maximum Federal Financial Participation (FFP):**

Is designed and implemented to qualify for and secure enhanced FFP for development, implementation and operation of the MMISR. Development and implementation of the modular MMISR Solution must be done in a way to ensure CMS certification. Contractor must support the State in maintaining eligibility for FFP for the design, development, installation and enhancement of mechanized claims and encounter processing and information retrieval, as specified under 42 CFR 433.112, by implementing a modernized system that meets the certification conditions specified by Federal regulation.

**4. Tools Driven:**

Provide information management and business intelligence tools to assist the State in effectively managing Medicaid and related health and human service programs.

**5. Adaptable:**

As noted previously, the MMISR Solution is intended to encompass technology-enabled elements and services of the modules. The State's goal in adopting this approach is to provide an extensible, flexible and soundly designed framework that can adapt over time to changing programmatic needs, solution approaches and technologies. The MMISR Solution must be standards based to facilitate interoperability and maintainability. The State seeks to implement

a flexible, rules based, modular, configurable Solution to enhance decision-making and increase management efficiencies. The State seeks to use Service Oriented Architecture (SOA) principles to deliver interoperability to support modernization and enable continual Enterprise evolution to meet evolving business needs. In addition, the State seeks a highly configurable and flexible system that can enable the expansion of technological capabilities to other State and Federal agencies and incorporates the capability to take timely advantage of changing technology.

#### **6. Sustainable:**

Working hand-in-hand with the adaptability objective, the State seeks a MMISR Solution that can be efficiently sustained and affordably maintained throughout its life, while offering enhanced program support and customer experience. It is imperative that a balance is achieved to deliver a modular and extensible networked system while sustaining quality data, integrity of Medicaid program operations (and those of other HHS Enterprise participants) and offering adaptability to meet changing needs.

#### **7. Analytics Friendly:**

The new MMIS will include an Enterprise Data Services (EDS) component encompassing business intelligence, analytics and use of a Master Data Management (MDM) tool provided by the System Integrator. The goal of this component is for the State to have ready and flexible access to accurate, timely information needed to support reporting, to support insightful management of the Medicaid Enterprise, to evaluate performance, to enable cost savings, to inform policy and process decisions and to enable population health management and an outcomes focused approach to benefit delivery and management.

#### **8. Service Focused:**

Technology based modules should be modifiable by user configuration, rather than through constant custom coding that would result in yet another one-off MMIS. Modules should offer adaptable services that can take advantage of evolving technology and/or expanded capacity and that allow Commercial-Off-The-Shelf (COTS) products to be installed, integrated and upgraded through scheduled releases when such installations are appropriate and to the State's advantage.

#### **9. An Enterprise Solution:**

The State is not seeking Medicaid-only solutions. The MMISR Solution will provide a framework to support the broader NM HHS Enterprise and will serve as an information gateway for all NM HHS Stakeholders. The Solution must support effective automation and paperless transactions across traditional program lines, facilitate data access and exchange in real-time while ensuring compliance with privacy and security and enable effective and timely transfer of information to program users. In addition, the Solution is envisioned to include a consolidated, easy-to-use and appealing user interface (e.g., portal, social media, call center) to provide an enhanced customer service experience for providers and clients.

## B. HHS 2020 VISION

Historically, HSD and HHS programs and systems were developed and operated in silos. Major programs, such as Medicaid, traditionally were supported through very large, monolithic systems typically Contractor developed and operated. Systems were typically proprietary “one off” solutions from a single Vendor. Options for changes or improvements were expensive or not feasible. When these endeavors were undertaken they were time consuming and risky to both the customer and the Vendor. While this approach allowed successful program operation for decades, it also has a number of drawbacks, including:

- Large, monolithic systems are expensive to build and maintain and often lack flexibility to respond quickly to programmatic, technology or information changes; and
- The program-centric approach and the attendant cost, redundancy and lack of flexibility becomes embedded not just in technology, but also in organization structure, business processes, communications, data collection and reporting and Stakeholder interaction.

The HHS 2020 Vision is about a transformational, Enterprise approach to the health and human services business. Fundamentally, HHS 2020 is about moving from a program-centric structure to a Stakeholder-centric structure. This involves moving away from program and technology silos into an integrated, flexible framework that supports service provision and Stakeholder interaction across HHS programs and organizations.

HHS 2020 is technology-enabled, but represents much more, including rethinking organizational design, redesigning and streamlining business processes and reducing barriers between organizations within the HHS Enterprise. Initially HHS 2020 implementation is focused on HSD programs and systems; however, the vision is to include the entire HHS Enterprise, serving all HSD divisions and other NM HHS organizations such as the Department of Health (DOH); the Children, Youth and Families Department (CYFD); the Aging and Long-Term Services Department (ALTSD) and more.

Additionally, the NM HHS 2020 Vision takes a fresh look at how to obtain needed support moving from a strict technology focus to a combination of technology and outsourced services that take advantage of commodity capabilities in the marketplace. With HHS 2020, HSD is increasing its focus on data, which is the key to understanding and more effectively planning, delivering, managing and assessing human services programs.

By adopting a modular approach that blends functionally aligned components within a module, HSD anticipates realizing the following benefits:

- a. Enhanced ability to operate in a dynamic environment with increasingly restricted funding without degrading service levels;
- b. Greater flexibility to take advantage of rapidly evolving technology to achieve service improvements and/or to reduce maintenance and operation costs;

- c. Increased ability to respond promptly and insightfully to changing program or population needs;
- d. Opportunity to support an outcomes-based approach to planning, delivering and assessing service delivery while focusing on the end impact and value to New Mexico citizens instead of on internal processing requirements;
- e. Reduced duplication through Enterprise-wide sharing of technology, services, data and processes to deliver high-quality customer service; and
- f. Realization of a customer-focused approach to service management and delivery that can make it easier for New Mexico citizens to understand and receive needed services and for providers to interact with the State.

The foundation of New Mexico's HHS 2020 Vision is a modular framework comprising both technology and service components. The HHS 2020 Framework is designed to provide a scalable, integrated and shared technology and services framework that can readily support the HHS Enterprise through a standards-based approach to implementation and through adoption of SOA approaches. Additionally, the HHS 2020 Framework emphasizes reuse of existing NM investments in applications and technology infrastructure as much as possible without adversely affecting long-term performance, flexibility or sustainability. For example, HSD's Automated System Program and Eligibility Network (ASPEN) is considered part of the HHS 2020 Framework and will be enhanced to assume MMIS member enrollment functions.

### **C. MMISR APPROACH**

The goal of the MMISR Project is to move away from a monolithic system approach and instead to implement a modular MMIS Solution with the information, infrastructure, tools and services necessary to efficiently administer NM Medicaid and Health and Human Services programs. The MMISR Solution will use a combination of technology-based procurements, related services, and will implement the foundation for the HHS 2020 Framework.

HSD plans to achieve this vision via a series of up to six related procurements. Each procurement will require that the selected Contractor comply with accepted standards that promote interoperability across the HHS 2020 Framework and which support successful SOA compliant integration with other MMISR modules. The SI Contractor plays the central, unifying role across these procurements. The SI Contractor will provide the core infrastructure used to transfer and enable storage of data from all the Contractors and modules throughout the MMISR Solution. Additionally, the SI Contractor will be responsible for planning, testing, migrating, and managing successful integration across modules and for setting interoperability standards.

HSD intends for the modules to function as black boxes, in that the inner workings are not viewable by the State, rather viewed solely in terms of its data inputs and outputs, enabling the State to take advantage of commodity services in the marketplace to achieve rapid implementation of key services needed to support the Medicaid Enterprise. For the modular contracts HSD requirements will focus on Service-Level Agreements (SLAs) associated with a specified functional scope, on compliance (with CMS, State and other requirements,



including those associated with the SI Solution and the MMISR Solution as a whole) and on exchange of data in agreed-upon formats and frequencies.

The MMISR Process Flows found in the Procurement Library present flow diagrams that illustrate at a high level the interactions and relationships among the MMISR modules.

## 1. The MMISR Modular Procurements

- a. **System Integrator** –Through the SI procurement, HSD will acquire the core technologies and associated services needed to support, implement and facilitate management of the remainder of the HHS 2020 Framework, including:
  - 1) SOA enablement, Enterprise Service Bus (ESB), schema management, data quality management (DQM), policy enforcement, security implementation, management and governance;
  - 2) Core shared services Master Data Management (MDM), including Electronic Document Management (EDM), address verification, client information verification, notification engine, Master Client Index (MCI), Master Provider Index (MPI) and others depending upon Contractors’ recommendations, and SOA tooling to support business process automation (Workflow, Business Rules and Business Process Management/Orchestration);
  - 3) Reusable/Repeatable system migration capability (including data conversion as required to migrate from legacy systems to HHS 2020 ecosystem);
  - 4) Security implementation and management, identity proofing and system integrity and system fraud prevention, and Single sign-on; and
  - 5) Integration Governance (security, monitoring, management and platform administration).
- b. **Data Services (DS)** –This DS procurement is focused on designing, implementing, operating and continually improving the structures, processes and data needed to support HSD and HHS 2020 current and future reporting and analytic requirements. The DS Contractor will develop data structures (i.e., multiple linked data stores, data marts, data lakes, an Enterprise Data Warehouse (EDW) or equivalent) while leveraging the infrastructure and tools provided by the SI module Contractor. The DS procurement is focused on finding a vendor to design, implement, operate and continually improve Business Intelligence as part of a set of SOA services needed to support current and future reporting and analytics requirements for the Enterprise.

HSD anticipates the DS Contractor will focus initially on defining and implementing the processes, analytics and technology tools and structures required to establish a foundational integrated data Solution that supports reporting and analytics. However, the module goals also include providing insightful analytics to support population health management (i.e., an outcomes-focused approach to designing, delivering and managing services with the ability to run New Mexico-specific experience against

national databases) and to enable HHS Enterprise-wide reporting and analytics through an integrated data services and technology platform. The DS Contractor also will deliver timely and accurate reports, analytics and related work products using the DS Solution.

The DS Contractor will be responsible for analyzing data requirements, both current and projected; working with the State to define and implement an Enterprise data governance approach; utilizing the MDM Solution of the SI Contractor for HHS 2020 data assets; providing data analytic and BI tools; and working with the State to plan an approach to achieve increasing levels of data maturity for HHS 2020.

- c. **Financial Services (FS)** – HSD will contract with a FS Vendor to obtain claims processing and comprehensive financial services (e.g., accounting, payment, billing) using a CMS-compliant platform and processes for multiple programs. The FS Contractor also will provide services necessary for managing the FS contract, for interacting with the State and other HHS 2020 Contractors to effectively support HHS 2020 and MMISR and for providing to the SI and DS Contractors the data elements essential to Federal reporting requirements.
- d. **Quality Assurance (QA)** –HSD will contract with a QA Vendor to obtain and perform the following services for the QA module using a CMS compliant platform and processes:
  - 1) Program Integrity support, including Third-Party Liability (TPL), Fraud and Abuse Detection Services, audit coordination and compliance;
  - 2) Provider Enrollment and management;
  - 3) Member Management;
  - 4) Management of Recovery and Audit responsibilities;
  - 5) Quality Reporting; and
  - 6) Coordination of efforts and projects with the HSD Office of Inspector General (OIG) and the Medicaid Fraud Control Unit (MFCU) of the Office of the Attorney General (OAG).
- e. **Population Health Management (PHM)** – PHM represents realization of a vision for an outcomes-focused approach to serving the needs of New Mexico citizens and to managing and delivering services and benefits. PHM will be realized through a combination of services and information available through the other elements of the MMISR Solution. Through the PHM module procurement, HSD will contract with a PHM Vendor to obtain and perform the services listed below:
  - 1) Pharmacy benefits management (including rebate services);
  - 2) Assistance with Managed Care Organization (MCO) Management;

- 3) Focused analytics and datasets specifically related to population health, outcomes and health improvement;
- 4) Coordination of the Electronic Health Records initiative;
- 5) Assistance with the systems and data support necessary for effective care and case management within and across HHS 2020 agencies;
- 6) Changes to the current Medicaid Fee-for-Service (FFS) program; and
- 7) Management of QA and Prior Approval functions and interaction with the State and other modules as necessary.

The PHM module Contractor also will perform services necessary to manage the PHM contract and to interact with the State and with other HHS 2020 module Contractors to effectively support HHS 2020 and the MMISR Project.

- f. **Unified Public Interface (UPI)** – A key element of the HHS 2020 Framework is a unified interface serving all Stakeholders, in keeping with the vision of presenting a more customer-centric view of HHS services and processes. For this module, HSD seeks to develop, implement and operate a UPI serving New Mexico citizens, providers, State agencies and employees and other Stakeholders. The goal of the UPI is to offer a “one-stop shop” that embraces a “no wrong door” approach to customer service.

The State is evaluating the procurement approach to achieve this goal. The State’s current plan is to separately acquire two principal UPI components.

- 1) **Consolidated Customer Service Center (CCSC)** – The goal for the CCSC is to provide a single, integrated contact center serving all HSD programs, to increase efficiency and to make it easier for our customers and providers to obtain needed information and/or actions. HSD intends to procure the CCSC through a service contract that will encompass:
  - a) CCSC set-up/tailoring to meet HSD-specific needs, including technology, processes, training and staff;
  - b) CCSC operation, reporting and continuous improvement; and
  - c) Services necessary to manage the CCSC contract and to interact with the State and with other HHS 2020 Contractors to effectively support HHS 2020 and MMISR.

- 2) Unified Web Portal and Mobile Technology – The second principal UPI component encompasses both a unified web portal and the use of social media, mobile technology and other user-friendly technologies to improve user ease of access and to enhance the State’s ability to readily and effectively reach customers, providers and other Stakeholders. Work associated with this component includes:
  - a) Development of a comprehensive concept and design to effectively serve all Stakeholders, via web portal(s), mobile technology and other user-friendly technologies;
  - b) Implement, operate and maintain the unified portal(s) and other recommended technologies; and
  - c) Services needed to manage this component and to interact with the State and with other HHS 2020 Contractors to effectively support HHS 2020 and MMISR.

In addition to these procurements, HSD released a competitive procurement in 2015 for MMISR Independent Verification and Validations (IV&V) services and selected a Vendor (CSG) that began operations in August 2016. The MMISR IV&V Contractor will perform IV&V services throughout MMISR implementation and CMS Certification, in accordance with the requirements of CMS and NM Department of Information Technology (DoIT). All MMISR module prime Contractors will be required to interact and collaborate with the IV&V Contractor.

## 2. **HHS 2020 Enterprise Architecture**

This subsection is intended to provide context to the Vendors implementing the MMISR Solution on how its module and subsystem fit into the HHS 2020 vision in a manner consistent with the MITA 3.0 Architecture, which contains the three architecture views outlined below.

### a. **HHS 2020 Business Architecture**

The Business Architecture component of the HHS 2020 Architecture will express itself in myriad business models, epics, user stories, use cases, business process models and other expressions of business process.

### b. **HHS 2020 Information Architecture**

The HHS 2020 Information Architecture consists of specifications of all business subject areas, entities, classes, schemas, attributes, data quality specifications and other forms of information specifications. It is reflected in the overall HHS 2020 Technology Architecture below.

c. **HHS 2020 Technology Architecture**

Figure 1- Layer View of HHS 2020 Technology Architecture, below shows a simplified “layer diagram” representation of the HHS 2020 Technology Architecture. Each architecture relies on the architectural layers below them to inform the specification of how components in that architecture are designed, developed/constructed/assembled, tested and how they interact with other components in other architectures.

For example, the User Experience layer implements functionality from the Business Applications layer and the Shared Services layer. It ensures that it is using service invocation methods prescribed and enforced by the Service Integration architecture and is implementing user experience components that are consistent with the Information Architecture. It ensures that the composite applications are in concert with business process specifications in the Business Architecture. See Addendum 17 - HHS 2020 Process Views - in the Procurement Library for detailed process flow.



**Figure 1 Layer View of HHS 2020 Technology Architecture**

### 3. Project Timeline

HSD plans an aggressive schedule for preparing and releasing the various RFPs, selecting Contractors and completing implementation of the MMISR modules and components. Table 1 shows the current estimated module procurement and contract timelines. Offerors are to provide, as part of their budget narrative accompanying their Cost Response (found in APPENDIX B), their estimated implementation schedule for the module and the assumptions made in developing the proposed implementation schedule. As implied by the dates found in the Cost Response Forms, all Offerors are expected to be ready for final system integration testing and parallel run with the incumbent MMIS Contractor no later than July 1, 2019.

#### Module RFP Schedule

Module	RFP Release Date	Proposals Due	Contract Start Date
System Integrator	February 20 <sup>th</sup> , 2017	April 19 <sup>th</sup> , 2017	August 2017
Data Services	April 17 <sup>th</sup> , 2017	June 21 <sup>st</sup> , 2017	September 2017
Quality Assurance	June 2017	August 2017	November 2017

**Table 1 Estimated MMISR module procurement and implementation timeline**

<b>Financial Services</b>	August 2017	October 2017	January 2018
<b>Population Health Management</b>	November 2017	January 2018	April 2018
<b>Unified Portal</b>	TBD	TBD	TBD

## **D. PROJECT ENVIRONMENT**

The ecosystem in which Medicaid and most human services operate is characterized by complexity. Each program supported by Federal funds has many requirements, reporting obligations, fund management requirements and demands associated with the central and regional offices of the involved Federal agency(s). In addition, numerous State entities provide both direction and oversight for HHS programs and systems. Requirements for security, financial audit, compliance and technology are driven by multiple oversight agencies and partners and often include specific performance and reporting. In short, the environment is highly regulated, dynamic, very complex and subject to intense scrutiny.

In addition, programs are expected to promptly adapt to new Federal and/or State standards and legislation that may require changes to rules, processes, systems, communications and more. This environment dictates services and solutions that are flexible, scalable and time responsive.

The HHS 2020 Project involves a wide variety of Stakeholders, including:

### **1. Federal Partners and Oversight Organizations**

- a. Centers for Medicare and Medicaid Services – our Federal partner in the Medicaid program and for the MMISR Project. As the primary funder of the MMISR Project (ninety [90] percent Federal Financial Participation (FFP) for development) and Medicaid services, CMS requires states to have MMIS solutions that align with their Seven Conditions and Standards (SCS) and with the MITA. In addition to funding, CMS provides overall guidance, consultation and Project support for the Project.
- b. Office of Child Support Enforcement (OCSE) - our Federal partner in the Child Support Enforcement program and in the Child Support Enforcement System Replacement (CSESR) Project. As the primary funder of the CSESR Project (sixty-six [66] percent FFP for development) and related services, OCSE requires states to have Child Support Enforcement System (CSES) solutions that align with their OCSE guidance. OCSE provides overall guidance, consultation and Project support for the CSESR Project.

### **2. State of New Mexico Stakeholders and Oversight Organizations**

- a. Department of Information Technology – the State of New Mexico’s central IT organization, DoIT has three principal roles in relation to the MMISR Project:
  - 1) Provide oversight of information technology (IT) Projects performed for the State, including reviewing Project progress, reviewing funding requests, participating in key meetings and conducting formal reviews throughout Project life.
  - 2) Specify IV&V requirements for IT Projects and receive reports from the MMISR IV&V Contractor.
  - 3) Operate the State data center(s) where the SI Solution may be hosted and provide other critical infrastructure to State agencies.



- b. HSD – the procuring agency for the MMISR Project.
- c. Department of Finance and Administration (DFA) – provides budget direction and fiscal oversight to State agencies and have administrative control and oversight of the state-wide financial accounting system, SHARE. DFA administers the Cash Control Bureau (CCB), which prepares statewide cash and investment reconciliations. The MMISR Solution will interface with SHARE and must meet DFA/CCB requirements for warrant payments, electronic payments and recording accounting transactions.

### **3. Collaborating Agencies within the NM HHS 2020 Enterprise**

- a. NM Children, Youth and Families Department (CYFD) – provides an array of prevention, intervention, rehabilitative and after-care services to NM children and their families. CYFD services include Early Childhood Services, Protective Services, Juvenile Justice Services, Behavioral Health Services and Program Support. Most children served by CYFD are Medicaid-eligible and a large percentage of CYFD clients use HSD-managed services.
- b. NM Aging and Long-Term Services Department (ALTSD) – provides accessible, integrated services to older adults, to adults with disabilities and to caregivers. These services are intended to assist these individuals in maintaining their independence, dignity, autonomy, health, safety and economic well-being, thereby empowering them to live on their own terms in their own communities as productively as possible. ALTSD services include the Aging & Disability Resource Center, Care Transition Program, Senior Services and Legal Services. Some of the people participating in ALTSD programs are Medicaid-eligible.
- c. NM Department of Health (DOH) – manages health-related programs and services across the state. DOH comprises seven divisions: Public Health, Epidemiology and Response, Scientific Laboratory, Development Disabilities and Supports (DDSD), Health Improvement (Health Facility & Certification), Administrative Services and the Office of Facilities Management. Many DOH programs and data connect with NM Medicaid and with other HSD programs and clients. DOH DDSD contracts with HSD to support DDSD’s Medicaid-eligible clients. Various DOH programs interact with HSD programs in a bi-directional manner, providing information as well as harvesting Medicaid information. As of this publication, twenty-eight (28) programs and/or systems have been identified for stakeholder engagement with the MMIS Replacement project. Various levels of systems ranging from transactional functionality, eligibility validation and purely analytical repositories. Examples of such functionality include but are not limited to:
  - Case management of healthcare recipients and healthcare assessments;
  - Client intake and eligibility;
  - Provider qualifications for the Meaningful Use of Electronic Healthcare Technology;
  - Hospital and Public Health Electronic Medical Records and Billing for healthcare services;
  - Statewide Immunization Management System;
  - Fair hearings; and
  - Vital Records (Birth and Death records and Maternal authorization)

- d. NM Office of the Attorney General (OAG), Medicaid Fraud and Elder Abuse Division (MFEAD) a criminal law enforcement unit that enforces the Medicaid Fraud Act and the Resident Abuse and Neglect Act. The MFEAD investigates and prosecutes Medicaid providers who commit fraud and/or resident abuse, neglect and exploitation in long-term care facilities. This Division also pursues civil monetary repayment of Medicaid program funds when a Medicaid provider does not provide adequate services to recipients. MFEAD participates in multi-state cases to recover Medicaid funds that are inappropriately used by nationwide Medicaid providers.

In addition to the organizations noted above, HHS 2020 may extend to include interaction with other organizations, such as: NM Department of Workforce Solutions, NM Corrections Department, the Navajo Nation, the Indian Health Service, Tribes and the University of New Mexico.

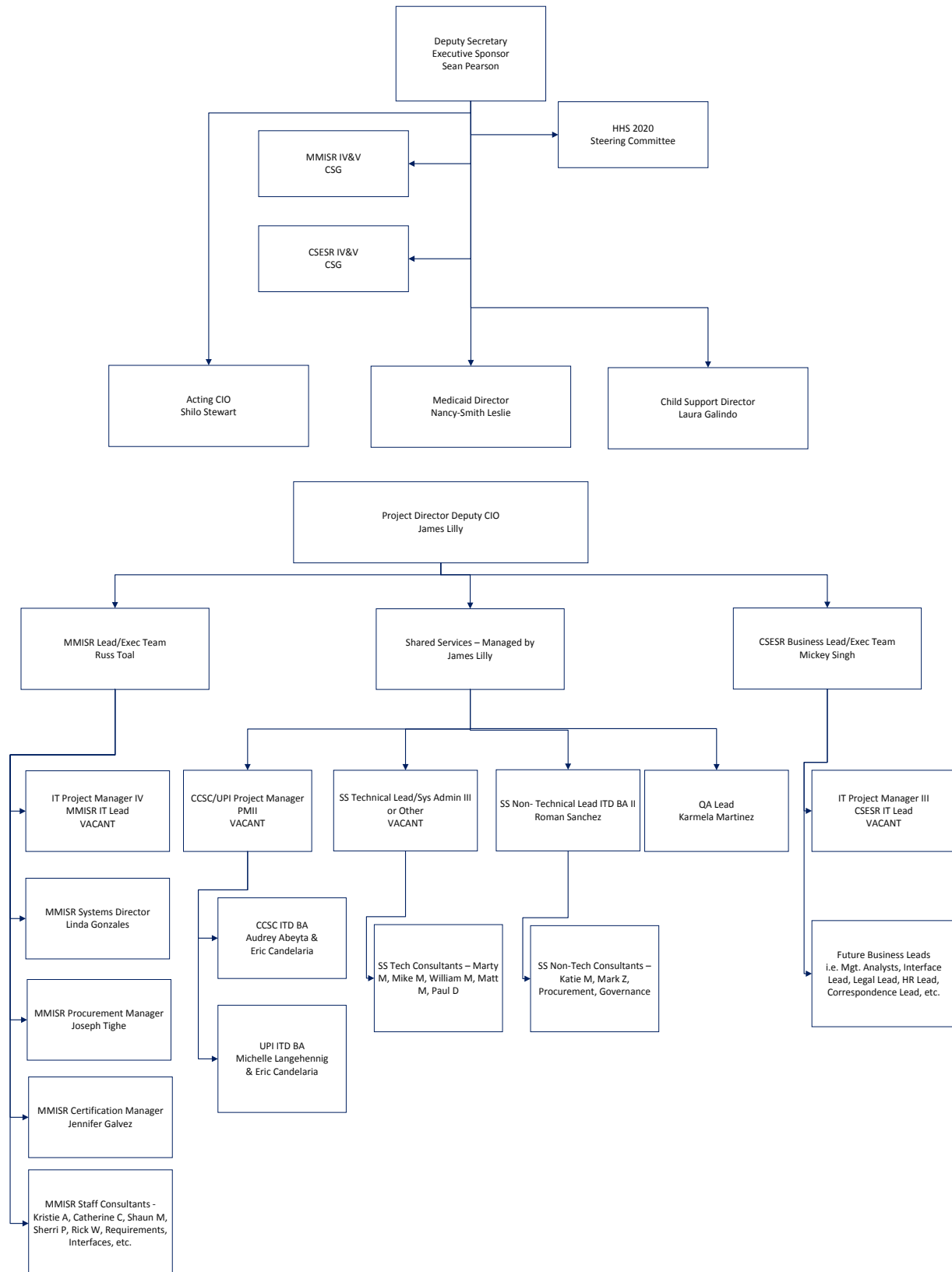
#### **4. Contractors**

- a. MMISR IV&V Contractor – will provide IV&V services to the MMISR Project, through MMISR certification, in accordance with CMS and NM DoIT IV&V standards. HSD specified that the IV&V Contractor take a proactive approach to ensure IV&V activities complement the MMISR Project approach and that they assess quality in all aspects of the respective Project components to assure achievement of program and business objectives. The IV&V Contractor will provide independent, objective guidance and expertise to help assure MMISR Project success and decrease implementation risks. The IV&V Contractor will have full access to meetings, work products and deliverables associated with all MMISR Project procurements and contracts.
- b. Deloitte – implemented ASPEN, HSD’s eligibility system and now provides maintenance and operation (M&O) support for the system. ASPEN performs eligibility processes for HSD divisions and programs, including Medicaid, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP) and others. Currently, ASPEN processes Medicaid eligibility data and sends it to Omnicaid (i.e., MMIS) for enrollment functions. Through the MMISR Project HSD plans to develop ASPEN into a unified Eligibility and Enrollment (E&E) system. HSD plans for Deloitte to perform the necessary changes to achieve this goal
- c. Conduent Healthcare, LLC – developed, operates and maintains NM’s legacy MMIS. For the MMISR Project, Conduent will be involved in data clean-up, data conversion and migration activities.
- d. MMISR Contractors – associated with each independently procured MMISR module.
- e. CSESR Contractor(s) – associated with the planned CSESR implementation.
- f. Additional HSD-contracted staff – which assist with functions including Project management, requirements development and management, training, testing, financial management, procurement, security, network maintenance, audits, etc.
- g. Additional Enterprise Stakeholder-Contracted staff – who assist with functions including project management, requirements development and management, systems development, security, network maintenance, audits, etc.

#### **E. HHS 2020 STATE PROJECT MANAGEMENT OFFICE (PMO)**

HSD is leading the HHS 2020 initiative through a State-led PMO with a combination of State and Contractor staff working under State leadership. Through this RFP, HSD seeks to supplement this team with additional support and leadership from the selected Contractor. Figure 2 shows the current State PMO structure. The MMISR Procurement Library contains the HHS 2020 Roles, Responsibilities and Resources Matrix.

**Figure 2 HHS 2020 State Project Management Office (PMO)**



## II. CONTRACTOR ROLE

This section summarizes the work for the MMISR Project DS Contractor. The DS Contractor will play a critical role in MMISR Project success. See APPENDIX G for more detailed information regarding the scope of work and APPENDIX H for the requirements related to this module. The DS Solution encompasses planning, design, implementation, operation and maintenance of data and optimizing data for reporting, ad hoc queries and analytics for the MMISR Solution and for HHS 2020. The DS module will access the ESB provided by the SI Contractor. While the DS Contractor will identify the specific tools, techniques and approaches used to deliver its required services, HSD expects that the core infrastructure supporting DS to be compliant with the MMISR infrastructure provided through the SI contract. The DS Contractor is required to work with the SI Contractor and HSD to assure a successful implementation of this DS module with the MMISR. In the event an Extract, Transform and Load (ETL) tool is required, the DS Contractor is expected to provide the tool in order to communicate with the ESB provided by the SI Contractor. The DS Contractor will be responsible for ensuring that the DS Solution can achieve CMS Certification. The contract resulting from this RFP also will require the Contractor to perform a range of services essential to successful implementation, integration, certification, management and operation of the MMISR Solution as a whole to the extent that such certification requires accurate and timely provision of data. At a high level, the selected Contractor will:

- Design the DS architecture, procure all required components, implement the DS Solution and maintain and operate the DS Solution through the contract life;
- Perform project management and contract management activities necessary to manage the Contractor's work;
- Support the State-led HHS 2020 PMO to ensure effective DS program management across all of the MMISR modules;
- Assist the SI Contractor as appropriate and with the consent of the State with data migration from the legacy systems to the new MMISR Solution;
- Assist with successful data integration across all of the MMISR modules, including consideration of SOA-compliant technology integration, though the DS Contractor will not be responsible for production or operation of the other modules;
- Prepare for and participate in reviews and presentations necessary for the DS Solution and for the MMISR Solution as a whole to pass NM Department of Information Technology (DoIT) Project certification requirements and reviews;
- Collaborate with Stakeholders from HSD, other State agencies and organizations, other MMISR module Contractors, Federal partners, the IV&V Contractor and others as required to make the MMISR Project a success;
- Engage Stakeholders in business process changes while establishing Continuous Process Improvement (CPI) activities that can continue into the future; and

- Work in conjunction with State staff to manage the CMS Certification process for the DS Solution and support the certification efforts for the MMISR Solution as a whole; create or gather from other MMISR Contractors the certification-related artifacts that relate to the DS Solution; organize the relevant information; track and manage completion of materials; validate readiness for certification (working with the MMISR IV&V Contractor) and assist with the presentation of all materials required for CMS Certification.

HSD is seeking Offerors who can demonstrate the depth and breadth of technical and management experience needed to deliver quickly and effectively on this wide range of possibilities. The proposed DS Solution should take into consideration the information presented in this RFP and available in the Procurement Library. The proposed Solution demonstrates the Offeror's ability and experience to:

- Apply lessons learned from other large enterprise-driven data service efforts;
- Consider and understand the risks associated with its chosen MMISR approach and how to mitigate the risks;
- Apply a deep understanding of the component technologies that support service orientation and technical approaches currently available for effective DS;
- Deliver a MMISR Solution that is efficient, not only to initially procure and implement, but to maintain, extend, operate and update throughout its life;
- Understand the requirements that affect interoperability within the MMISR Solution and as part of the HHS 2020 Framework;
- Deliver a Solution which is in the best interest of the State, and which actively assists the State in achieving MITA Level IV certification;
- Exercise competence and experiential strength in applying well-defined methodologies and processes to manage and deliver the Project successfully; and
- Apply and foster creativity in understanding the State's goals for this Project and for HHS 2020 and applying that understanding to the recommended DS Solution and MMISR Solution as a whole.

### **III. BACKGROUND INFORMATION - Business Objectives**

This section provides background on HSD that may be helpful in preparing the proposal. The information is provided as an overview and is not intended to be a complete or exhaustive description.

#### **A. HSD MISSION AND ROLES**

To reduce the impact of poverty on people living in New Mexico by providing support services that help families break the cycle of dependency on public assistance.

#### **B. HSD GOALS AND OBJECTIVES**

The Human Services Department's major goals and objectives are to:

- Goal 1: Promote Self-Sufficiency of our Recipients
  - *Task 1.1*: Increase job readiness and access to sustainable employment and housing
  - *Task 1.2*: Increase member engagement in his/her care
  - *Task 1.3*: Support families' financial stability by removing barriers to child support orders and collections
- Goal 2: Slow the Growth Rate of Health Care Costs and Improve Health Outcomes
  - *Task 2.1*: Implement value-based purchasing that promotes integration of services, reduces costs and increases quality of care
  - *Task 2.2*: Reduce service gaps through innovative delivery models that build provider capacity
  - *Task 2.3*: Collaborate with partners to support prevention models and reduce health disparities
  - *Task 2.4*: Detect and prevent fraud, waste and abuse
- Goal 3: Implement Person-Centric Service Models
  - *Task 3.1*: Streamline and enhance access and engagement of constituents
  - *Task 3.2*: Develop a new model for delivery of public assistance programs for demonstration
- Goal 4: Improve Administrative Effectiveness and Simplicity
  - *Task 4.1*: Implement paperless document management
  - *Task 4.2*: Execute the MMIS and CSES replacement Project
  - *Task 4.3*: Implement staff development plans
  - *Task 4.4*: Internal review of program effectiveness

## C. HSD ORGANIZATION

HSD is a cabinet-level Department in the Executive Branch of New Mexico State government. The Department is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. HSD consists of the Office of the Secretary (OOS) and six divisions.

As of April 2016, HSD has more than 2,000 employees and maintains contracts with community-based providers throughout the state. HSD's central offices are located in Santa Fe:

- Pollon Plaza Building: OOS, Income Support Division (ISD), Child Support Enforcement Division (CSED) and Office of General Counsel (OGC);
- Ark Plaza Building: Medical Assistance Division (MAD);
- Plaza La Prensa: Behavioral Health Services Division (BHSD), Fair Hearings Bureau, Office of the Inspector General (OIG), Office of Human Resources (OHR);
- Rodeo Road Building: Administrative Services Division (ASD), Restitution Division of the OIG; and
- Siler Road Building: Information Technology Division (ITD).

HSD has a total of 50 offices statewide across all divisions.

HSD manages an annual budget of more than \$6.6 billion of State and Federal funds and administers services to more than 950,000 low-income New Mexicans through programs such as:

- Medicaid
- Children's Health Insurance Program (CHIP)
- Supplemental Nutrition Assistance Program (SNAP)
- Temporary Assistance for Needy Families (TANF)
- The Emergency Food Assistance Program (TEFAP)
- School Commodity Foods Program
- Homeless Meals
- General assistance for low-income individuals with disabilities
- Community Services Block Grants (CSBG)
- Refugee Resettlement Program (RRS)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Child support establishment and enforcement
- Behavioral health services (mental illness, substance abuse, compulsive gambling)



These programs are administered through four program divisions:

- Behavioral Health Services Division

BHSD's primary role is to serve as the Single State Mental Health and Substance Abuse Authority for the State of New Mexico. BHSD staff work collaboratively with partners to promote health and resilience of all New Mexicans and to foster recovery and healthy living in communities. BHSD also is a key member of the NM Behavioral Health Collaborative and works across State agencies to collaborate on behavioral health issues.

BHSD staff work with MAD staff to provide behavior health expertise and to monitor Centennial Care contracts. BHSD staff is the Centennial Care (New Mexico's Medicaid Program) BH Contract Managers and review both Medicaid and non-Medicaid reporting.

- Child Support Enforcement Division

CSED operates within a Federal-State partnership to establish paternity, enforce child support collections and distribute funds. Currently CSED is handling approximately 69,000 child support cases, including more than 6,300 Tribal Navajo Nation cases. Child support collections for FY15 totaled \$140.1 million. These collections provided assistance with child-rearing expenses for over 104,000 New Mexico and Navajo Nation children.

CSED personnel work in eleven (11) State field offices (some collocated with ISD), three (3) satellite offices and three (3) Navajo Nation offices.

- Income Support Division

ISD administers public assistance programs for the State of New Mexico, including TANF, SNAP, CSBG, LIHEAP, RRS, food distribution, nutrition education and general assistance. In June 2015, approximately 15,276 families benefited from cash assistance and approximately 207,317 families received SNAP benefits.

ISD staff work in Santa Fe and in 35 field offices statewide.

- Medical Assistance Division

MAD manages and administers the State's Medicaid program, which provides healthcare coverage for approximately 900,000 New Mexicans, more than one out of three persons in NM. Medicaid covers low-income pregnant women, low-income children and their mothers, low-income elderly and disabled individuals and adults ages nineteen (19) to sixty-four (64) with annual incomes up to one hundred thirty-eight (138) percent of the Federal Poverty Level (FPL) (i.e., just under \$16,000). Medicaid program expenditures are projected to exceed \$5.7 billion in State FY16, with approximately seventy-seven (77) percent of the funding from the Federal government.

MAD constantly seeks ways to advance its primary goal of providing quality care for New Mexicans while managing costs. With the implementation of Centennial Care,

almost 90 percent of the state's Medicaid enrollees access most or all of their Medicaid-covered health-related services through a Managed Care Organization (MCO) rather than through the Medicaid Fee for Service (FFS) program. HSD seeks an MMISR Solution that facilitates timely data reporting, performance measurement and assessment of health outcomes for its clients. HSD also seeks the ability to accurately measure whether its programs, activities and Vendors are taking actions to improve population health.

As part of the HHS 2020 vision, MAD is undertaking the lead on replacement of the MMIS for HSD and is the Executive Program Sponsor for this initiative. The MAD staff works at two sites in Santa Fe, NM.

In addition to the four program divisions, HSD is supported by:

- Administrative Services Division

ASD manages and accounts for HSD finances and provides administrative support to the remainder of HSD. Working with other support service organizations, ASD manages finances (budget, procurement, payments, revenue collection); performs accounting (general ledger, grant reporting, financial statement preparation, audit management, internal controls); performs property management; and handles lost control and disaster preparedness for HSD.

- Information Technology Division

Led by the HSD Chief Information Officer (CIO), ITD provides timely, cost-effective IT services to HSD to support mission fulfillment and to ensure HSD gains full benefit from existing and future technology investments.

ITD provides two principal services software engineering and systems services each of which is led by a deputy CIO. ITD Systems Services comprises two bureaus: Systems Administration Bureau, providing security, administration, maintenance and upgrades of HSD network, operating systems, workstations, servers, routers, firewalls, switches and video equipment; and Production Support Bureau, which provides helpdesk and desktop support for HSD staff statewide. ITD Software Engineering also includes two bureaus: Application Support Bureau support CSES, HSD web applications and ASPEN BI; and the Project Management Bureau provides experienced Project managers who support Projects internal to ITD, participate in the MMIS and CSES replacement Projects and lead IT-related contract development and management.

ITD staff primarily work in Santa Fe, with one help desk team member and one network specialist assigned to Albuquerque to support offices in the Albuquerque area.

- Office of Human Resources

OHR supports HSD managers and staff by performing recruiting, hiring and termination; administering employee benefits; handling classification and compensation; managing employee and labor relations; supporting staff development and training; and leading emergency preparedness, safety and loss prevention.

- Office of the Inspector General

OIG supports HSD through two bureaus. The Internal Review Bureau (IRB) provides independent, objective assurance and consulting for HSD's operations and public assistance programs. IRB also provides financial investigative support for major OIT criminal, civil and administrative investigations. The Investigations Bureau (IB) addresses allegations of recipient public assistance fraud, Medicaid provider fraud and Department Professional Standards Investigations. IB works independently and/or in collaboration with other investigative agencies.

- Office of the General Counsel

OGC assists HSD with contract development, participation in recipient and provider hearings, Federal and State litigation, legislative initiatives, negotiations, settlements, evaluation of legal documents, training, compliance with State and Federal laws and regulations and policy and program development.

#### D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the Human Services Department.

“**ASPEN**” means New Mexico’s Automated System Program and Eligibility Network.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against the Contract resulting from this procurement.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 7:30 AM through 5:30 PM Mountain Time (MT), Monday through Friday.

“**Close of Business**” means 5:30 PM MT.

“**CMS**” means the Federal Center for Medicare and Medicaid Services, an agency of the US Department of Health and Human Services.

“**Contract**” means any agreement for the procurement of items of services, construction, or tangible personal property.

“**Contractor**” means the DS Contractor for the MMISR Project who has been contracted as a result of this procurement.

“**Determination**” means the written documentation of a decision of a procurement officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” means the terms "may", "can", "should", "preferably", or "prefers" identify a discretionary item or factor.

“**Electronic Document Management**” means document imaging, scanning and management.

“**Enterprise**” means the full spectrum of NM HHS systems and agencies (departments/divisions) engaged in this Project.

“**Evaluation Committee**” means a body appointed to evaluate Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means an Offeror who meets all mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Framework”** means the fundamental structure to support the development of the HHS 2020 Solution. The Framework acts as the architectural support for the modules and applications, ESB, Web services, service layers, commonly shared Core Services, etc.

**“HHS”** means Health and Human Services and includes all State agencies delivering HHS-related services: Department of Health (DOH), HSD, Aging and Long Term Services Department (ALTSD), Children Youth and Families Department (CYFD).

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Contractor personnel and if appropriate, subcontractor personnel.

**“HSD”** means the New Mexico State Human Services Department.

**“IT”** means information technology.

**“IV&V”** means Independent Validation and Verification as defined in Federal regulations and by the New Mexico Department of Information Technology (DoIT).

**“Mandatory”** means the terms "must", "shall", "will" and "required" identify a required item or factor. Failure to meet a mandatory item or factor will result in rejection of an Offeror's proposal.

**“Minor Technical Irregularities”** include anything in a proposal that does not affect the price, quality, quantity or any other mandatory requirement.

**“MITA”** means Medicaid Information Technology Architecture.

**“MITA SS-A”** means the MITA State Self-Assessment.

**“MMIS”** means the New Mexico Medicaid Management Information System that helps manage the State's Medicaid program and Medicaid business functions.

**“MMISR”** means the MMIS Replacement system and Project, as explained in the RFP.

**“Offeror”** means any person, corporation, or partnership that chooses to submit a proposal.

**“Price Agreement”** means a definite or indefinite quantity contract that requires the Contractor to furnish items of tangible personal property, services or construction to a State agency or a local public body that issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Procurement Manager”** means any person or designee authorized by a State agency or local public body to enter into or administer contracts and to make written determinations with respect thereto.

**“Procuring Agency”** means the New Mexico Human Services Department.

**“Project”** when capitalized, refers to the MMIS Replacement effort, and it incorporates the HHS 2020 Framework and modules as defined in this RFP. It also includes all the work required to make the Enterprise system a reality for HSD and its partners. When “project” is used in a lower case manner, it refers to a discrete process undertaken to solve a well-defined goal or objective with clearly defined start and end times, defined tasks and a budget that is separate from the overall Project budget. A project terminates when its defined scope or goal is achieved and acceptance is given by the project’s sponsor. The Project will terminate when the Framework is fully implemented, has been certified by CMS, and meets all the conditions and requirements established by the State.

**“Request for Proposals”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal and that has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**“Responsive Offer”** means an offer that conforms in all material respects to the requirements set forth in the RFP. Material respects of an RFP include, but are not limited to price, quality, quantity or delivery requirements.

**“SCS”** means CMS’ Seven Conditions and Standards.

**“Solution”** means the combination of design, software, services, tools, systems processes, knowledge, experience, expertise and other assets that the State, the MMIS and the respective modular contractors use or provide to meet the business needs of the Project.

**“SPD”** means State Purchasing Division of the New Mexico State General Services Department.

**“Staff”** means any individual who is a full-time, part-time, or independently contracted employee with an Offeror’s company.

**“State (the State)”** means the State of New Mexico.

**“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent, but does not include local public bodies.

**“State Purchasing Agent”** means the Director of the Purchasing Division of the New Mexico General Services Department.

#### E. **MMISR PROCUREMENT LIBRARY**

An MMISR Procurement Library has been established and can be accessed at <https://nmhsd-public.sharepoint.com/Pages/HSDProcurementLibrary.aspx>. Offerors are encouraged to review the materials contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The procurement library contains the information listed below:

The RFP is posted on the NM HSD website:

<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>

NM Procurement regulations and RFP instructions:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx>

NM 2015 MITA 3.0 State Self-Assessment, on the NMHSD website:

[https://nmhsd-public.sharepoint.com/\\_layouts/15/WopiFrame.aspx?sourcedoc=%7B209F2C67-810C-4678-9235-83AE672D4F7F%7D&file=MAD%20MITA%20SSA%203.0.docx&action=default](https://nmhsd-public.sharepoint.com/_layouts/15/WopiFrame.aspx?sourcedoc=%7B209F2C67-810C-4678-9235-83AE672D4F7F%7D&file=MAD%20MITA%20SSA%203.0.docx&action=default)

Program-related Documents in the Procurement Library: The Procurement Library contains reference documents related to this procurement, including:

1. HHS 2020 Roles and Responsibilities
2. HHS 2020 Background Information NM HHS and Medicaid
3. HHS 2020 Work Flows
4. HHS 2020 Stakeholder Relationship Diagrams
5. HHS 2020 User Views
6. HHS 2020 Data Flows
7. HHS 2020 Acronyms
8. HHS 2020 Terms and Definitions
9. MMIS Activity Data
10. HHS 2020 CMS Seven Conditions and Standards
11. HHS 2020 Overview of the NM Medicaid Program
12. HHS 2020 Legacy MMIS Interfaces
13. HHS2020 Data Needs for Reporting
14. HHS 2020 Security Privacy and Standards
15. HHS 2020 Omnicaid Turnover Plan
16. HHS 2020 Legacy Enterprise Partner Interfaces
17. HHS 2020 Process Views
18. HHS 2020 MITA Business Area to Module

Below is a list of documents that Offerors are encouraged to review in addition to the list of items in the Procurement Library. You can access the documents by selecting the link provided in the electronic version of this document through your own internet connection:

42 CFR Part 433 (c): <https://www.ecfr.gov/cgi-bin/text-idx?SID=f100ecfeaa4b4f7032c97c20d7746886&node=sp42.4.433.c&rgn=div6>

45 CFR Part 95 (f): <https://www.ecfr.gov/cgi-bin/text-idx?SID=735a4beac7b39103a5c80483d3ffa209&node=sp45.1.95.f&rgn=div6>

State Medicaid Manual Part 11: <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927.html>

CMS Seven Conditions and Standards: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

CMS MMIS Certification Toolkit and Checklist: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>

Privacy and Security Standards – NIST Special Publications: <http://csrc.nist.gov/publications/PubsSPs.html>

CMS MITA: <https://www.medicaid.gov/medicaid/data-and-systems/mita/index.html>

HIPAA and ACA Administrative Simplification Overview: <https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/HIPAA-ACA/index.html>



## IV. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP presents the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Date*
1. Issue RFP	HSD	April 17, 2017
2. Distribution List Confirmation	HSD	May 3, 2017
3. Pre-proposal Conference	HSD	May 3, 2017
4. Deadline to Submit Questions	Potential Offerors	May 11, 2017
5. Response to Written Questions	Procurement Manager	May 19, 2017
6. Submission of Proposal	Potential Offerors	June 21, 2017
7. Proposal Evaluation	Evaluation Committee	June 22 – July 6, 2017
8. Selection of Finalists	Evaluation Committee	July 7, 2017
9. Best and Final Offer	Finalist Offerors	July 13, 2017
10. Oral Presentation(s)	Finalist Offerors	July 18 – 19, 2017
11. Finalize Contractual Agreements	HSD/Finalist Offerors	August 15, 2017
12. Approval of Contract (Federal & State)	CMS/DoIT	August 29, 2017
13. Contracts Award	HSD/Finalist Offerors	August 31, 2017
14. Protest Deadline	HSD	15 calendar days after contract award notice

\* Dates subject to change based on number of responses and final approval from Federal partners.

**Table 2 Sequence of Events**

### B. EXPLANATION OF DS EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section V. A. above.

#### 1. Issue RFP

This RFP was issued on behalf of NM HSD on April 17, 2017. The RFP and amendments, if any, may be downloaded from the following address:

<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>.

## **2. Distribution List**

Potential Offerors must hand deliver, return by facsimile, or return by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (APPENDIX A) to have their organization placed on the procurement distribution list. An authorized representative of the organization must sign and date the form, which the Potential Offeror then returns to the Procurement Manager by 3:00 pm MT as stated in Section V, A. SEQUENCE OF EVENTS.

The procurement distribution list will be used to distribute amendments to the RFP, in accordance with 1.4.1.19 New Mexico Administrative Code (NMAC) and to distribute written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and the potential Offeror's organization name shall not appear on the distribution list.

## **3. Pre-proposal Conference**

A pre-proposal conference will be held beginning at 2:00PM MT in the ASD Large Conference Room Address, 1474 Rodeo Rd. Santa Fe, New Mexico 87505, as stated in Section V, A. SEQUENCE OF EVENTS. Attendance by Potential Offers at the pre-proposal conference is optional. Tele-Conference access will be made available by request to the Procurement Manager. Potential Offeror(s) are encouraged to submit written questions to the Procurement Manager in advance of the conference (see Section D). The identity of the organization submitting question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the SEQUENCE OF EVENTS. The State will keep a public log of the names of potential Offeror(s) who attended the pre-proposal conference.

## **4. Deadline to Submit Questions**

Potential Offerors may submit written questions to the Procurement Manager related to the intent or clarity of this RFP until 5:00PM MT, as indicated in Section V, A. SEQUENCE OF EVENTS. All written questions must be addressed to the Procurement Manager as declared in Section D.

## **5. Response to Written Questions**

As indicated in the SEQUENCE OF EVENTS, the Procuring Agency will distribute written responses to written questions to all Potential Offerors whose organization name appears on the procurement distribution list. The Procuring Agency will send an e-mail copy of questions and responses to all Offerors who provide Acknowledgement of Receipt Forms (described in II.B.2) before the deadline. Questions and responses also will be posted to the HSD website.

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## **6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MT on the date stated in Section V, A. SEQUENCE OF EVENTS. The State will not accept proposals received after this deadline. The Procuring Agency will record the date and time of receipt on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph F. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # 17-630-4000-0003. The State will not accept proposals submitted by facsimile or other electronic means.

The Procuring Agency will keep a public log of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 New Mexico State Administrative (NMSA) Code 1978, the contents of proposals will not be disclosed to competing Potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract pursuant to this RFP is awarded. In this context “awarded” means the final required State agency signature on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

A State-selected Evaluation Committee will evaluate proposals. The evaluation process will take place as indicated in the SEQUENCE OF EVENTS, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions for the purpose of clarifying aspects of the proposals with Offerors who submit responsive or potentially responsive proposals. However, proposals may be accepted and evaluated without such discussion. Offerors SHALL NOT initiate discussions, under the risk of violating procurement rules and being disqualified.

## **8. Selection of Finalists**

The Procurement Manager will notify the Finalist Offerors selected by the Evaluation Committee in accordance with the schedule in Section V. A., SEQUENCE OF EVENTS, or as soon as possible. The Procurement Agency will determine a schedule for oral presentations and demonstrations, if required, at this time.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to its proposals for the purpose of obtaining best-and-final offers in accordance with the schedule in Section V. A., SEQUENCE OF EVENTS, or as soon as possible. Best-and-final offers may also be clarified and/or amended at finalist Offerors’ oral presentations and demonstrations.

Prior to presentations, Finalists will be required to submit their best and final offers. Finalists will be required to present their proposals and their key staff to the Evaluation Committee. The presentations will be held in Santa Fe, New Mexico at a specific location to be determined. An agenda will be provided by the Department.

Based on its evaluation of proposals, the Department will determine the final agenda, set up schedule, and presentation schedule. The proposal presentations may not add new or additional information and must be based on the submitted proposals.

Finalists are expected to present their approaches to the work required as indicated in this RFP. Finalists are encouraged to demonstrate their understanding of the Department's requirements, their ability to meet those requirements, and their experience related to similar engagements. Finalists are also requested to articulate the proposed solutions discussed in their proposals.

#### **10. Oral Presentations**

Finalist Offerors may be required to make an oral presentation, at a location to be determined, in accordance with the schedule in Section V. A., SEQUENCE OF EVENTS, or as soon as possible. Scheduling of oral presentations and the time limitations of the presentations will be at the Evaluation Committee's discretion.

#### **11. Finalize Contractual Agreements**

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) in accordance with the schedule in Section V A., SEQUENCE OF EVENTS, or as soon as possible thereafter. This date is subject to change at the discretion of the relevant Agency procurement office. In the event that mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

#### **12. CMS Approval of Contract**

The final contract is subject to CMS review and approval prior to formal execution. The contract will be officially awarded only after CMS has granted its approval.

#### **13. Prepare, Negotiate and Finalize Contract**

The Contract will be finalized based on the most advantageous offer to the Department as stated in Section II, Paragraph A. In the event that mutually agreeable terms cannot be reached within the Department's schedule, the Department reserves the right to finalize a Contract with the next most advantageous offer without undertaking a new procurement process.

Offerors are advised that state contracts may require a retainage of up to 20% for work performed and payable upon completion of various operations and maintenance deliverables at contract year end.

Offerors are advised that New Mexico imposes a "gross receipts tax" on certain goods and services which must be paid by government entities based on the location of services provided. Amounts of these taxes vary based on changes approved by local governing bodies, the state legislature, or if the Offeror is an out of state business entity. Offerors proposed fees must include tax.

Offerors are advised to consider tax aspects in pricing their proposals for the full contracted period. The Offeror who is selected as the finalist will be required to obtain a NM Vendor number from the Department of Finance and Administration (DFA).

The negotiated agreement will be reviewed by the Department for technical and legal requirements prior to submission for final signature.

The negotiated agreement will be reviewed by the NM Department of Information Technology and other state and federal entities as needed, prior to final approval. The finalized agreement will be processed for final budget processing and routing for signature. The contract will be made effective upon final approval by the State Purchasing Agent.

During contract negotiation, terms related to a performance bond will be finalized.

The Department may include warranty provisions in the final agreement.

Because of the use of federal funds, this procurement does not qualify for a NM Resident Business Preference or a NM Veteran's Business Preference per NMSA 1978 §13-1-21.

Offerors are advised that this procurement does not require any individuals, organizations, or other parties to limit their participation to one Offeror only. Such individuals, organizations, or other parties may participate in proposals submitted by multiple Offerors to this procurement.

Offerors are advised that the Department may require Offeror to execute a separate HIPAA Business Associate Agreement with final contract award.

Offerors are advised that the work required under this procurement requires compliance with federal regulations as they apply to Protected Health Information (PHI), Personally Identifiable Information (PII), and Federal Tax Information (FTI).

#### **14. Contract Award**

After review of the Evaluation Committee Report and of the signed contractual agreement, the Agency procurement office will award in accordance with the schedule in Section V. A., SEQUENCE OF EVENTS, or as soon as possible thereafter. This date is subject to change at the discretion of the relevant Agency procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposal(s) are most advantageous to the State of New Mexico and HSD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

## **15. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar-day protest period shall begin on the day following contract award and shall end at 5:00 pm MT on the 15<sup>th</sup> calendar day after contract award. Protests must be written and must include the name and address of the protestor and the RFP number. Protests also must include a statement of the grounds for protest, including appropriate supporting exhibits and must specify the ruling requested from the party listed below. The protest must be delivered to the HSD Protest Manager:

Office of General Counsel  
Pollon Plaza  
2009 South Pacheco  
Santa Fe, New Mexico 87505

Mailing Address: P.O. Box 2348  
Santa Fe, New Mexico 87504-2348

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

In the letter of transmittal, Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section of this RFP. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VII of this RFP.

### **2. Incurring Cost**

The Potential Offeror shall solely bear any cost they incur in preparing, transmitting and/or presenting any proposal or material submitted in response to this RFP. The Offeror also shall solely bear any cost the Offeror incurs for set up and demonstration of any proposed equipment and/or system.

### **3. Prime DS Contractor Responsibility**

The DS Contractor selected through this RFP will be deemed the Prime DS Contractor and is completely responsible for the DS Contract performance whether or not subcontracts are used. Any contractual agreement that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of all DS requirements of the contractual agreement with a State agency that may derive from this RFP. The State agency entering into a contractual agreement with a Contractor will make payments to only the prime Contractor for this RFP.

#### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime DS Contractor shall be wholly responsible for the entire performance of the DS contractual agreement whether or not subcontractors are used. Additionally, the DS prime Contractor must receive written approval from the agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

#### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. An amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials. Amended proposals will not be accepted after the submission deadline.

#### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be permitted to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative and addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) calendar days after the due date for receipt of proposals or ninety (90) calendar days after the due date for the receipt of a best-and-final offer, if the Offeror is invited or required to submit one.

#### **8. Disclosure of Proposal Contents**

Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.
- b. Confidential data is restricted to:
  - i. Confidential financial information concerning the Offeror's organization;

- ii. Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act (UTSA), Sections 57-3A-1 to 57-3A-7 NMSA 1978.

PLEASE NOTE: Offerors **shall not designate** the price of products offered or the cost of services proposed as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, State Purchasing Division (SPD) or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal may be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### **9. No Obligation**

This RFP in no manner obligates the State of New Mexico or any of its Agencies to use any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

#### **10. Termination**

This RFP may be canceled by the State at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

#### **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

#### **12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Offerors must promptly submit any concerns in writing to the attention of the Procurement Manager.

#### **13. Governing Law**

This RFP and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State of New Mexico.

#### **14. Basis for Proposal**

Only information supplied in writing by the Agency through the Procurement Manager or in this RFP should be used as the basis for preparation of Offeror proposals.



## 15. Contract Terms and Conditions

The Contract between the Agency and a Contractor will follow the format specified by the Agency and will contain the terms and conditions set forth in Appendix I, "Contract Terms and Conditions", of the attached sample contract. However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

HSD discourages exceptions requested by Offerors to contract terms and conditions in the RFP (Sample Contract). If, in the sole assessment of HSD (and its Evaluation Team), a proposal appears to be contingent on an exception, or on correction of what is deemed by an Offeror to be a deficiency, or if an exception would require a substantial proposal rewrite, a proposal may be rejected as nonresponsive.

The sample contract in APPENDIX I is HSD's generic contract.

Sample Contract Termination provisions can be found in Section 6 of the attached sample contract found in APPENDIX I.

## 16. Offeror Terms and Conditions

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in the appendices, the **Offeror must propose specific, alternative language in writing and submit it with its proposal.** Contract variations received after the award will not be considered. The Agency may or may not accept the alternative language. Offerors agree that requested language must be agreed to in writing by the Agency to be included in the contract. If any requested alternative language submitted is not so accepted by the Agency, the attached sample contract with appropriately accepted amendments shall become the contract between the parties. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must briefly describe the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording. Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

## 17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Potential Offeror who is not a Responsible Offeror or who fails to submit a responsive offer as defined in Sections 13-1-

83 and 13-1-85 NMSA 1978.

**19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements in instances where all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**20. Change in Contractor Representatives**

The Agency reserves the right to require a change in Contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

**21. Notice of Penalties**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**22. Agency Rights**

The Agency, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

**23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and Contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts derived from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

**25. Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Agency, the Offeror acknowledges that the version maintained by the Agency shall govern. Please refer to the version found on the HSD website is at:

<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>

## **28. New Mexico Employees Health Coverage**

- a. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds two hundred fifty thousand dollars (\$250,000) dollars.
- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.
- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by, at a minimum, providing each employee with the following web site link to additional information: <https://www.bewellnm.com/>
- d. For Indefinite Delivery, Indefinite Quantity (IDIQ) contracts (price agreements without specific limitations on quantity and allowing an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined revenue (from State and, if applicable, from local public bodies if from a State price agreement) of two hundred fifty thousand dollars (\$250,000).

## **29. Campaign Contribution Disclosure Form**

Offeror must complete, sign and return the Campaign Contribution Disclosure Form, APPENDIX E, as a part of its proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and/or Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

### **30. Pay Equity Reporting Requirements**

- a. If the Offeror has ten (10) or more employees OR has eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if awarded a contract. Out-of-state Contractors who have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor and is fulfilled directly by the out-of-state Contractor and is not passed through a local Contractor.
- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than one hundred eighty (180) calendar days has elapsed since submittal of the last report, at contract completion.
- c. Should Offeror not meet the size requirement for reporting at contract award, but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the contract term. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror will submit the required report for each such subcontractor within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **31. Disclosure Regarding Responsibility**

- a. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any State agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1) Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, State agency or local public body;
  - 2) Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract;
    - b) violation of Federal or State antitrust statutes related to the submission of offers; or
    - c) the commission in any Federal or State jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

- 3) Is presently indicted for, or otherwise criminally or civilly charged by any (Federal, State or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  - 4) Has been notified, preceding this offer, of any delinquent Federal or State taxes in an amount that exceeds three thousand dollars (\$3,000) of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
    - a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - 5) Have within a three (3) year period preceding this offer had one or more contracts terminated for default by any Federal or State agency or local public body.
- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or person having primary management or supervisory responsibilities within a business entity or related entities.
  - c. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
  - d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or to provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
  - e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract the Contractor is indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of, any offenses named in this document, the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **32. No Resources Provided by NM HSD to the MMISR DS Contractor**

NM HSD will not provide the selected Contractor with supplies, clerical support, computers, hardware, workspace and/or other resources related to fulfilling the Contract that results from this procurement. State acknowledges its cost responsibility for future Vendor and State staff supplies. The State will provide the Contractor access to its MMIS and to other MMISR Contractors as needed.

### **33. Equal Employment Opportunity**

HSD is committed to equal employment opportunity (EEO) and to compliance with Federal antidiscrimination laws. We also comply with New Mexico law, which prohibits discrimination or harassment against employees or applicants for employment based on race, age forty (40) and over, color, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity, spousal affiliation, National Guard membership, status as a smoker or nonsmoker, genetic information, HIV status, physical or mental handicap, or serious medical condition.

HSD will not tolerate discrimination or harassment. The Contractor will be required to submit a statement confirming compliance with EEO rules as part of its contract.

### **34. New Mexico Preference Not Applicable**

Because of the use of Federal funds, this procurement does not qualify for a NM Resident Business Preference or a NM Veteran's Business Preference per NMSA 1978 §13-1-21.

## **V. RESPONSE FORMAT AND ORGANIZATION**

### **A. NUMBER OF RESPONSES**

Each Offeror shall submit only one (1) proposal in response to this RFP.

### **B. NUMBER OF COPIES**

Each Offeror shall deliver:

- **Binder 1:** one (1) original and six (6) identical hard copies of their Technical proposal and required additional forms and material. The original and each copy shall be in separate, labeled binders. Any confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal. Binder 1 **MUST NOT** include any cost information.

In addition, the entire proposal including all materials in Binder 1 (not Binder 2) shall be submitted on a single CD. Contents of binder 2 must be submitted on a separate CD. Proposals submitted on CD should include THREE versions: (1) a version in secure PDF and (2) a version in unsecured Microsoft WORD and/or Excel to enable the Department to organize comparative review of submitted documents and (3) a redacted PDF for release to public under Inspection of Public Records Act requests. Electronic versions of the proposal should not exceed 10 MB.

Documentation relevant to the proposal

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

- **Binder 2:** one (1) original and six (6) copies of their Cost proposal. The original and each copy shall be in separate, labeled binders.
- One (1) electronic version of the proposal containing **ONLY** the Technical proposal. This copy **MUST NOT** contain any cost information. Acceptable formats for the electronic version of the proposal are Microsoft Word, Excel and PDF.
- One (1) electronic version of the Cost proposal. Acceptable formats for the electronic version of the proposal are Microsoft Word, Excel and PDF.

Any and all confidential or proprietary information shall be clearly identified and shall be segregated in the electronic version, mirroring the hard-copy submission(s).

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and may be rejected on that basis.

## C. **PROPOSAL FORMAT**

This section describes the required format, content and organization for all proposals.

Hard copy proposals shall be submitted typewritten, Times Roman twelve (12), on standard eight and a half (8½) by eleven (11) inch paper (larger paper is permissible only for charts, spreadsheets, etc.) and shall be placed in the binders with tabs delineating each section. Response must be no more than three hundred (300) pages in length excluding the mandatory State required forms and examples of documents. For ease of review, Offerors are encouraged to place examples in an optional separate binder.

### 1. **Proposal Content and Organization**

Canned or promotional material may be used if referenced and clearly marked; however, use of promotional material should be minimized. The proposal must be organized and indexed (tabbed) in the following format and must contain, at a minimum, all listed items in the sequence indicated. Additional items may be submitted as attachments following the mandatory items listed for Binder 1.

**Binder 1:** Technical proposal. *No cost information in Binder 1.*

1. Table of Contents
2. Signed Letter of Transmittal Form (APPENDIX C)
3. 2 Page Summary for Offeror's Approach
4. List of References
5. Financial Stability Documents
6. Performance Bond Capacity Statement
7. Signed Campaign Contribution Disclosure Form (APPENDIX E)
8. Signed New Mexico Employee Health Coverage Form (APPENDIX F)
9. Signed Pay Equity Statement
10. Signed Eligibility Statement
11. Response to Specifications (APPENDIX H)
12. Additional items, if any



## **Binder 2: Cost proposal**

Completed Cost Response (see APPENDIX B)

In each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and must be included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder 2 on the Cost Response Form.

### **2. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C, which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal **MUST**:

- a. Identify the submitting business entity;
- b. Identify the name, title, telephone number and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer;
- c. Identify the name, title, telephone number and e-mail address of the person authorized to negotiate the contract on behalf of the Offeror organization (if different than 2.b);
- d. Identify the names, titles, telephone numbers and e-mail addresses of persons to be contacted for clarification and/or questions regarding proposal content;
- e. Identify subcontractors (if any) anticipated to be used in performing any resultant contract;
- f. Describe the relationship with any other entity that will participate in performing an awarded contract;
- g. Identify the following with a check mark and signature where required:
  - 1) Explicitly indicate acceptance of the Conditions Governing the Procurement (see Section II. C.1);
  - 2) Acknowledge receipt of any and all amendments to this RFP; and
- h. Be signed by the person identified in paragraph 2.b above.

## VI. RESPONSE SPECIFICATIONS

APPENDIX G describes services to be delivered through this procurement. APPENDIX H contains the requirements to which Offerors must respond. Offerors must respond to all requirements and questions in the manner described in APPENDIX H.

The Offeror must adhere to the State's required proposal format, page limitations and required content. Failure to adhere to these requirements may result in the proposal deemed nonresponsive and rejected.

### A. COST

Offerors must complete the Cost Response as noted in APPENDIX B. Cost will be evaluated by appropriateness and best value for the State. All charges listed in the Cost Response must be justified and evidence of need documented in a cost proposal response narrative in the detailed budget submitted with the proposal. Offeror shall acknowledge that it will provide full, secure access to all of its Solution work products and tools. Offeror's Solution will be made available to the State, Enterprise partners, State contractors and other modular vendors without a fee or charge throughout all stages of development and operations.

### B. OTHER REQUIREMENTS

Submit the following items in Binder 1 following the responses to Mandatory Specifications. Please include a labeled tab for each item.

#### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form in APPENDIX C. The form must be complete and **must** be signed by the person authorized to obligate the Offeror's organization.

#### 2. List of References

Offerors shall provide a minimum of three (3) and no more than five (5) references from similar large-scale Projects performed for private, State or large local government clients within the last three (3) years. **Offerors are required to send the Reference Questionnaire Form, APPENDIX D, to their listed business references. The reference organizations must submit the completed Reference Questionnaire Form directly to the Procurement Manager, as described in Section I Paragraph F.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process.

References for which the Reference Questionnaire Form is not received, or for which the Form is incomplete, may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the reference information required herein) in its evaluation of Offeror responsibility per Section II, Paragraph C.18.

Within their proposals, Offerors must submit a list of references with the following information for each reference:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment (e.g., software applications, internet capabilities, data communications, network, hardware);
  
- Staff assigned to reference engagement who will be designated for work on the DS Solution Project;
- Project outcomes, lessons learned and/or value delivered; and
- Client Project manager name, telephone number, fax number and e- mail address.

### **3. Financial Stability Documents**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three (3) years, if they exist. The submission must include the audit opinion; the balance sheet; statements of income, retained earnings and cash flows; and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and submit instead sufficient information (e.g., Dunn and Bradstreet report) to enable the Evaluation Committee to assess the Offeror's financial stability.

### **4. Performance Bond Capacity Statement**

Offeror must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance under the contract awarded pursuant to this procurement. While each engagement will be different, the option to require a Performance Surety Bond must be available to the Agency at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

### **5. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form (see APPENDIX E) and submit a signed copy with their proposal. This must be accomplished whether or not an applicable contribution has been made.

## 6. Employee Health Coverage Form

The Offeror must agree with the terms indicated in APPENDIX F. Offeror must complete the unaltered form and submit with Offeror's proposal a copy signed by the person authorized to obligate the Offeror's firm.

## 7. Pay Equity Reporting Statement

The Offeror must agree with the reporting requirements defined in Appendix I, Article 27. This report is due at contract award. Offeror must include a statement of concurrence with this requirement in their proposal. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor, is fulfilled directly by the out-of-state Contractor and is not passed through a local Contractor. However, such out-of-state Offerors must still submit a statement of concurrence that reads as follows: **"Offeror concurs with the Pay Equity Reporting as defined in Appendix I, Article 27. Offeror would come under the definition of out-of-state Contractor if Offeror should be successful."**

## 8. Eligibility Statement

**Provide a statement confirming the following:** It is the Contractor's responsibility to warrant that the Contractor and its principals are eligible to participate in all work and transactions; have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or local governmental entity; that the Offeror is in compliance with the State of New Mexico statutes and rules relating to procurement; and that the Contractor is not listed on the Federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for Federal procurement are listed at [http://www.generalservices.state.nm.us/statepurchasing/Debarment\\_Notices.aspx](http://www.generalservices.state.nm.us/statepurchasing/Debarment_Notices.aspx).

## C. ORAL PRESENTATION

Finalists will be the Offerors with the highest scores based on evaluations of responses to Sections A, B and C above. The number of Finalists will be determined at the discretion of the Evaluation Committee. If selected as a finalist, the Offeror may be required to present an overview of its proposal to the Evaluation Committee to give the Evaluation Committee the opportunity to interview proposed Key Personnel, to ask questions, to seek clarifications on the Offeror's proposal and to better assess Offeror's ability to fulfill the requirements outlined in the scope of work.

## VII. EVALUATION

### A. EVALUATION POINT SUMMARY

Table 3 summarizes evaluation factors for this RFP and their associated point values. These weighted factors will be used in the evaluation of Offeror proposals.

<b>Factors</b>	<b>Score</b>
<b>Technical Responses</b>	<b>280</b>
Vision for Solution	55
Reuse	25
Solution/Scope of Work	200
<b>Requirements</b>	<b>200</b>
<b>Experience &amp; Personnel</b>	<b>75</b>
Organizational Experience (narrative)	25
Staffing Model	50
<b>Required Sample Documents</b>	<b>25</b>
<b>Cost Proposal</b>	<b>280</b>
Cost Response Form #1	120
Cost Response Form #2	90
Cost Response Form #3	70
<b>References</b>	<b>40</b>
<b>Oral Presentation (Finalists Only)</b>	<b>100</b>
<b>Total</b>	<b>1000</b>

**Table 3 Evaluation Point Summary**

### B. EVALUATION FACTORS

Responses will be scored on a point system with one-thousand (1,000) total points including orals. Offerors with the highest total points prior to oral presentations will be considered Finalists. The number of Finalist Offerors will be determined at the discretion of the Evaluation Committee. Finalists will be asked to provide an Oral Presentation with a possible score of one hundred (100) points. The award for this contract will go to the Finalist deemed to be the most advantageous and to offer the best value to the State for this work.

#### 1. Technical Responses (280 points)

Points will be awarded based on the thoroughness, innovation, and clarity of the Offeror's response, the breadth and depth of the engagements cited and the perceived validity of the response. These responses are to be placed in Binder 1.

#### 2. Requirements (200 points)

Points will be awarded based on the thoroughness and clarity of the Offeror's response, the breadth and depth of the engagements cited and the perceived validity of the response. These responses are to be placed in Binder 1.

## **Cost (280 points)**

The evaluation of each Offeror's cost proposal (the total of four years of detailed budgets) will be conducted using the following formula. This response is to be placed in Binder 2.

$$\frac{\text{Lowest Responsive Offer Total Cost for each sub-factor}}{\text{This Offeror's Total Cost for each sub-factor}} \times \text{X Available Award Points for each sub-factor}$$

Sub-factors will be totaled for final Cost score. Provide costs and detailed budget explanations in a yearly table format as shown in Appendix B.

### **C. OTHER REQUIREMENTS**

Provide the following in tabbed sections in Binder 1:

#### **1. Letter of Transmittal (Appendix C)**

Pass/Fail only. No points assigned.

#### **2. References (40 points) (Appendix D)**

Offeror submits a list of at least three (3) references (and no more than five (5) references) in Binder 1, with business information for each. Completed Reference Questionnaire Forms must be submitted by referenced organizations directly to the Procurement Manager. Points will be awarded based on evaluation of the responses to a series of questions asked of the references concerning quality of the Offeror's services, timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance. Offerors must submit at least three (3) references using the Reference Questionnaire Form found in Appendix D.

#### **3. Financial Stability – Financials (Section VII. B .3)**

Pass/Fail only. No points assigned.

#### **4. Performance Bond Capacity Statement (Section VII. B .4)**

Pass/Fail only. No points assigned.

#### **5. Campaign Contribution Disclosure Form (Appendix E)**

Pass/Fail only. No points assigned.

#### **6. New Mexico Employee Health Coverage Form (Appendix F)**

Pass/Fail only. No points assigned.

**7. Pay Equity Reporting Statement (Appendix I, Article 27)**

Pass/Fail only. No points assigned.

**8. Eligibility Statement (Section VII. B .8)**

Pass/Fail only. No points assigned.

**D. ORAL PRESENTATION (Finalists only, 100 points)**

The Evaluation Committee may require oral presentations by the highest-scoring Finalists or Finalist. Points will be awarded based on the quality and organization of information presented, as well on how effectively the information was communicated, the professionalism of the presenters and the technical knowledge of the proposed staff. Prior to oral presentations, the Agency will provide the Finalist Offerors with a presentation agenda.

**E. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section IV. B.7.
3. The Evaluation Committee may include other sources of information to perform the evaluation as specified in Section IV. C.18.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as Finalist Offerors. The Finalist Offeror whose proposal is most advantageous to the State, taking into consideration the evaluation factors in Section V, will be recommended for award (as specified in Section II. B.11). Please note, however, that, regardless of overall score, a serious deficiency in the response to any one factor may be grounds for rejection.

## **VIII. SUMMARY LISTING OF APPENDICES:**

**APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX B - COST RESPONSE FORMS**

**APPENDIX C - LETTER OF TRANSMITTAL FORM**

**APPENDIX D - REFERENCE QUESTIONNAIRE FORM**

**APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**APPENDIX F - NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**APPENDIX G - DETAILED STATEMENT OF WORK**

**APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS**

**APPENDIX I - SAMPLE CONTRACT**

**APPENDIX J - RFP CROSSWALK TO CMS DRAFT RFP TEMPLATE**



## APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

### REQUEST FOR PROPOSAL

#### HHS 2020 - MMISR DS

17-630-4000-0003

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX I.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00PM MT (see contact information at end of form). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and of the written responses to those questions, as well as RFP amendments if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposal.

Eric Candelaria, Procurement Manager  
HHS 2020 - MMISR DS RFP 17-630-4000-0003  
Human Services Department  
Information Technology Division  
1301 Siler Road, Building B&C  
Santa Fe, NM 87505  
Phone: (505) 476-4007  
Fax: (505) 476-3950  
E-mail: [eric.candelaria@state.nm.us](mailto:eric.candelaria@state.nm.us)

## APPENDIX B - COST RESPONSE FORM #1

### New Mexico Human Services Department

#### DATA SERVICES

##### **Deliverables for Design, Development & Implementation (DDI) Phases**

Provide an all-inclusive price for all activities related to Design Development and Implementation (DDI), including project management and hardware and software services. Pricing must include license maintenance (renewals, required technical support) for all elements.

Offerors should price the below project phases in meeting the requirements of this RFP as a Fixed Price. The cost of payment deliverables within each phase will be negotiated at time of contract but shall not exceed the Offeror's proposed fixed project phase price. The third year (7/1/19-6/30/20) of the contract may include both DDI and Maintenance and Operations (M&O) related costs.

<b>Pricing Elements</b>	<b>Total including NMGRT 7/1/17-6/30/18</b>	<b>Total including NMGRT 7/1/18-6/30/19</b>	<b>Total including NMGRT 7/1/19-6/30/20</b>
<b>Initiation/Concept/ Planning Phase</b>			
<b>Requirement Analysis/ Design Phase</b>			
<b>Development/ Testing Phase</b>			
<b>Implementation Phase</b>			
<b>Disposition Phase</b>			
Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT). <b>Total</b>			

Offerors are to provide, as part of their budget narrative their estimated implementation schedule for the module and the assumptions made in developing the proposed implementation schedule. As implied by the dates found in the Cost Response forms, Offerors are expected to be ready for final system integration testing and parallel run with the incumbent MMIS Contractor no later than July 1, 2019.

## APPENDIX B - COST RESPONSE FORM #2

### New Mexico Human Services Department

#### DATA SERVICES

##### **Maintenance and Operations (M&O) Costs**

Provide an all-inclusive price for all activities related to the M&O of the Offeror's proposed Solution (including any hosting costs).

Offerors shall price each contract year for M&O. As noted in the chart, total costs must include applicable New Mexico Gross Receipts Tax. The third year (7/1/19-6/30/20) of the contract may include both DDI and M&O related costs.

<b>Contract Term/Year</b>	<b>Annual Maintenance and Operations Costs</b>
<b>7/1/19-6/30/20</b>	
<b>7/1/20-6/30/21</b>	
	<b>Total (including NMGR):</b>

Pricing also must include license maintenance (renewals, updates, required technical support) for all elements in Offeror's proposed architecture. Note that NM expects the costs proposed for Maintenance and Operations to include regular and required updates, and changes or enhancements to the components of the Solution. These will not be separately reimbursable.

Offerors are to provide, as part of their budget narrative their estimated implementation schedule for the module and the assumptions made in developing the proposed implementation schedule. As implied by the dates found in the Cost Response forms, Offerors are expected to be ready for final system integration testing and parallel run with the incumbent MMIS Contractor no later than July 1, 2019.

## APPENDIX B - COST RESPONSE FORM #3

### New Mexico Human Services Department

#### DATA SERVICES

#### **Pricing for Optional Contract Extension Years**

Provide an all-inclusive price for optional contract extension years for all activities related to The Solution.

Offerors shall include all components, licensing costs, and maintenance and operations costs (including hosting).

<b>Optional Year Pricing Element</b>	<b>7/1/21-6/30/22</b>	<b>7/1/22-6/30/23</b>	<b>7/1/23-6/30/24</b>	<b>7/1/24-6/30/25</b>
<b>All Components / Solutions</b>				
<b>Maintenance and Operations</b>				
<b>Annual Total (Including NMGRT)</b>				

## APPENDIX C - LETTER OF TRANSMITTAL FORM

RFP#: 17-630-4000-0003

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

EACH ITEM #1 to #7 MUST BE COMPLETED IN FULL. FAILURE TO RESPOND TO ALL SEVEN ITEMS WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.

1. Identity (name) and mailing address of submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of subcontractors (select one):

☐ No subcontractors will be used in the performance of any resultant contract OR

☐ The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach extra sheets, if needed)

6. Describe any relationship with any entity (other than subcontractors listed in item 5 above) that will be used in the performance of any resultant contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach extra sheets, if needed)

7. ☐ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
- ☐ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors presented in Section V of this RFP.
- ☐ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2017  
Authorized Signature and Date (must be signed by the person identified in item #2, above)

## **APPENDIX D - REFERENCE QUESTIONNAIRE FORM**

As part of the RFP process, the State of New Mexico requires Offerors to submit a minimum of three (3) business references. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

The Procurement Manager will send a reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Questionnaire directly to:

Eric Candelaria, Procurement Manager  
HHS 2020 – MMISR DS RFP 17-630-4000-0003  
Human Services Department  
Information Technology Division  
1301 Siler Road, Building B&C  
Santa Fe, NM 87505  
Phone: (505) 476-4007  
Fax: (505)476-3950  
E-mail: [eric.candelaria@state.nm.us](mailto:eric.candelaria@state.nm.us)

## **APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two-year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals. “Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.



“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

**APPENDIX F - NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and to offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com/>
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed), these requirements shall apply the first day of the second month after the Offeror reports combined revenue (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX G - Detailed Statement of Work**

This APPENDIX contains the Statement of Work for this DS procurement. The Statement of Work is a companion document to the requirements found in APPENDIX H and should be read and interpreted as a statement of both expectation and explanation of the Project found in Part 1 and the requirements found in APPENDIX H. The Scope of Work described herein outlines the responsibilities and Project obligations of the selected DS Contractor.

The DS Contractor and its selected solution are central to MMISR implementation, operation and success. The DS Contractor will be responsible for planning, managing, designing, implementing, operating and continually improving the deployment methodology, platform and tools required to support the Enterprise and HHS 2020's current and future Business Intelligence (BI), Business Analytics (BA) and Shared Reporting needs. These are collectively referred to as the DS module of the MMISR Project. This procurement is to result in the selection of a Contractor that can efficiently deliver a comprehensive enterprise-scale reporting and analytics platform for the State. Contractor's proposed DS Solution must secure, consolidate and manage data provided through the infrastructure and integration tools of the SI module Contractor. The DS Contractor must enforce the security and data quality policies of HSD, CMS and the security standards established by the SI Contractor for all Enterprise data types within its purview, including Protected Health Information (PHI), Private Finance Initiative (PFI) and Personally Identifiable Information (PII). The storage and transmission of such data must comply with the standards established by the SI Contractor.

The DS implementation will require an iterative or phased approach as functional areas of the Enterprise integrate with the Framework. HSD anticipates the selected DS Contractor will focus initially on defining and implementing the processes, analytics, technology tools and structures required to establish a foundational integrated data solution. The initial phase of implementation will focus on the required interfaces, persistence management, data storage tools, and the reporting and analytics needed to support HHS 2020 operations (e.g., required regulatory reports and data sharing across programs and Stakeholders).

The proposed architecture must be flexible enough to allow for the rapid incorporation of new data sources and new functionalities. The State is seeking a fully extensible data warehousing or equivalent storage or recall solution, reporting and analytics platform. The State expects new requirements to store, analyze and report on existing or new data that may arise suddenly and require the DS Contractor to implement quickly. Ultimately, the DS Solution should empower non-technical and technical Users to build and revise their own reports, queries, models and dashboards based on defined structures.

The Contractor's Solution requires the processes, tools and skills to deliver on all of the DS roles. The State is seeking a Contractor who understands how to apply proven approaches for efficient delivery of timely and accurate services that minimize overlaps and interactions.

## **1. Solution and Approach**

The Contractor's project and contract management practices must reflect accepted best practices (e.g., Project Management Body of Knowledge, Consumer Price Index (CPI), complemented by insight gained from successful work on services and technology projects of similar size and complexity for customers like the State of NM. The Contractor's project and contract management approach should be practical, results-oriented and readily implemented. At a minimum, the Contractor is required to propose compatible processes and tools to perform all the project and contract management activities required for the DS module solution that are outlined in this Appendix G and in Appendix H of this RFP. All project management activities should be coordinated with HSD's PMO, and Contractor's tools must be compatible with those used by the State PMO.

HSD is seeking a Contractor that has a demonstrable and proven Solution that is based on a service-delivery approach to accomplish the following:

1. Effectively address and support the HHS 2020 Vision and the MMISR modular approach while identifying risks or trade-offs and making informed recommendations that blend the "best" use of technology and related processes with cost-effective implementation, maintenance and operation. Offeror's Solution approach must demonstrate a commitment to the CMS Seven Conditions and Standards (SCS) and to sustainability, flexibility, extensibility and maximized reuse and interoperability;
2. Apply experience with technologies, requirements compliance, scalability, and a SOA design and delivery approach;
3. Apply a well-established understanding and application of proven software development management, architecture, design, system engineering, testing, training and other applicable processes;
4. Manage parallel delivery timelines and resources (including all subcontractors) to effectively work as a cohesive team to meet State and Federal requirements;
5. Ensure that the Solution will be planned, tested and executed to enable successful completion within a very aggressive time frame;
6. Manage interactions with HSD and other State and Federal Stakeholders to deliver and operate a MMISR Solution that seamlessly integrates with multiple modules; and
7. Deliver and manage a Solution that will comply with CMS Certification requirements and enable the State to achieve MITA Level IV.

### **1.1 Complete Solution**

Offerors are responsible for proposing a complete DS Solution, including all components of the architecture and systems necessary to handle capacity and performance requirements and an approach to delivering all the services required for the module to successfully complete all life cycle phases and responsibilities related to the contract resulting from this procurement. Offerors should propose a Solution that is responsive to both the goals and the intent of the HHS 2020 Vision and Framework.

An Offeror's Solution should enable accomplishment of HSD's goal of obtaining Medicaid Information Technology Architecture (MITA) Maturity Level 4 and compliance with the CMS Seven Conditions and Standards. HSD may, as planning evolves, request the Contractor to extend support to the CSESR Project or to other HHS 2020 initiative in the future to the extent that these initiatives align with and benefit from the HHS 2020 Framework.

As noted elsewhere in this RFP, as part of the HSD commitment to maximizing the benefits of a modular MMISR Solution, the selected DS Contractor can win only one other MMISR modular procurement as a Prime Contractor, but the System Integrator and Data Services Contractor may not be the same Offeror. The DS Contractor can perform as the Prime Contractor on any other module except for SI, and can serve as a subcontractor in other modules except for SI.

## **1.2 Subcontractors**

While the use of subcontractors is acceptable with prior approval by HSD, the State is seeking a DS Contractor who will perform the majority of required work. The DS Contractor will be directly accountable for the quality of the technology solution as well as for the associated services delivered throughout the contract life. The DS Contractor is solely responsible for performance under the contract resulting from this RFP. All work, including any work performed by subcontractors, must be performed onshore. No offshoring of work, including storage of data, is permitted by either the prime DS Contractor or its subcontractors.

## **2. DS Contractor Role**

The DS Contractor must deliver a Solution that complies with the requirements found in APPENDIX H and which is responsive to this Scope of Work. At a minimum this includes: performing in accord with the expectations found in Section 1 above; delivering Module Integration for DS applying SOA principles and design; providing Certification support and integration; providing effective DS module Project Management; complying with the Project Management standards established by the State PMO; supporting Data Governance; ensuring the security and integrity of data; and delivering and supporting the data reporting, analytic and business intelligence tools that are required by this RFP and which will deliver an enterprise-wide platform for common reporting and BI/Business Analysis (BA) capabilities across the Enterprise. The Sections that follow below provide additional information and guidance on the Scope of Work.

### **2.1 Business Intelligence, Business Analytics and Shared Reporting Platform Charter and Plan**

The Contractor must plan, design, develop, configure, tune, test and deliver its proposed and accepted Solution.

#### **2.1.1 The Solution**

The Solution provides the technology for reporting and analytics for HHS 2020 Enterprise and for the MMISR Solution.

The DS Charter provides a description of the Project scope, phases, options, feasibilities, constraints for data storage, recall and persistence management (via cubes, marts or other schemas) for the Reporting and Analytics Platform. The Charter also provides a communication strategy for keeping Stakeholders involved and informed; a Responsible, Accountable, Consulted, and Informed (RACI) matrix to clarify roles and responsibilities; an analysis of key project performance indicators; and project risks and mitigation strategies.

The Charter should reflect the DS Contractor's dual role:

1. To design, implement, maintain and operate the entire DS Solution including development of all applicable Federal and State analytics and reports for go-live. Contractor will work with the State on prioritization of CMS and other Federal reports; and
2. To provide the tools, training and knowledge transfer that enables the State to produce and maintain its own analytics and reports.

As noted herein, the Contractor will be required to adopt (or integrate with) MMISR Project-wide processes and tools so that a single, effective approach to understanding, managing and communicating about the entire Project is possible to all Stakeholders.

## **2.2 Deployment Methodology & Development Strategy**

The Contractor must provide a development and deployment strategy that explicitly identifies the approach to Stakeholder engagement, data administration and governance, platform and tools, the level of involvement of State technical and business resources, the cycles or iterations expected and a continuing knowledge transfer plan for staff throughout the Project life. The strategy must integrate with the SI approach to Stakeholder engagement, governance, iteration of discovery, implementation steps and leveraging of the infrastructure provided by the System Integration Module Contractor.

The State is seeking a complete Solution that utilizes a service-delivery approach and a deployment strategy as defined in Section 1.

Contractor, prior to deployment, will conduct architecture and design walkthroughs that are detailed in scope and of such quality that the State will be able to make an informed and timely decision on acceptability of the Solution architecture and design. The Contractor will make recommended changes to architectural designs, if requested by the State.

## **2.3 Solution Management**

The Contractor must define an integrated solution management strategy and tools that can manage the operations of the entire DS module across the Enterprise.

The State expects a Solution in which the selected Contractor will have and effectively administer a robust defect detection, reporting and remediation program that will minimize disruption to the modular solution and the business of the State once such program is approved by the State and implemented by the Contractor.

Contractor's solution management approach must incorporate the use of automated tools to develop and evaluate code quality, data quality, remediate coding errors, provide for full testing prior to implementation and perform continuous monitoring of data delivery and integration. Contractor's plan or proposal for solution management, including design and code reviews, is subject to review and approval by the State prior to implementation.

## **2.4 Mobile deployment strategy**

The Offeror must have an approach to mobile computing that allows accessibility to commonly used mobile-based technology by:

1. Providing "small-screen-friendly" views to allow practical access from tablets and smartphones developed as a native iPhone Operating System (iOS), Android, or Windows Phone application or in browser-based online mode;
2. Providing web-enabled and application dashboards optimized and available for mobile devices;
3. Providing invocation/notification of analytical results/report delivery via approved secured media channels;
4. Supplying a list of supported mobile operating systems; and
5. Providing or supporting mobile technology that enables authorized Users secure access to and manipulation of data via a mobile device either on or off-line.

## **2.5 Data Services Deliverables and Deliverables Processes**

The DS Contractor must provide, at a minimum, the services and corresponding deliverables listed below, and must execute the Project management and administrative responsibilities required for delivery.

Deliverables must be provided in the agreed-upon format to the designated HSD point of contact as required. Before a deliverable can be considered complete it must be accepted in writing by HSD.

HSD must approve, in writing, any changes to milestones, deliverables or other material facets of the contract prior to implementation of such changes. HSD may require concurrence of the Federal partner(s) on such changes prior to their implementation.

Deliverables for this contract must be provided in electronic media, using the software standards listed in Table G1 unless otherwise approved in writing by HSD in advance.

**Table G 1 Software standards for DS Deliverables**

<b>OUTPUT</b>	<b>SOFTWARE STANDARD</b>
Word Processing	Microsoft Word 2013, or newer version
Spreadsheets	Microsoft Excel 2010, or newer version
Graphics	Microsoft Power Point or Visio 2010, or newer version
Schedule	Microsoft Project 2010, or newer version

### **2.5.1 Data Service Deliverables**

Offerors must propose a full set of deliverables to be negotiated with the State and which will be written into the contract negotiated with the State. If Offeror recommends changes or additions to the deliverable list presented in Table G 2, Offeror must include in their proposal a description and rationale for each addition or change.

HSD reserves the right to revise these and to add deliverables as needed (through contract change process), or as required to comply with CMS and/or NM DoIT guidance. Prior to the Contractor initiating development of a recommended additional deliverable, or suspending development of a previously agreed-upon deliverable, the State must authorize the change in writing.

Table G2, identifies the minimum deliverables per phase the Contractor must provide. To be included in the potential offer's technical response to the SOW is a detailed implementation schedule showing a percentage of the total project work per phase as outlined in table G2. This list reflects deliverables (a) required for CMS Certification, (b) required by NM DoIT to pass various gate reviews, and (c) specified in this Scope of Work. All work required for CMS certification shall be prioritized for completion first and reflected in the implementation schedule. Offerors should refer to the following websites for detailed specifications for these deliverables:

- For CMS Expedited Performance Life Cycle: <https://www.hhs.gov/ocio/eplc>
- For NM DoIT Enterprise Project Management:  
[http://www.doit.state.nm.us/docs/project\\_oversight/project\\_cert\\_timeline.pdf](http://www.doit.state.nm.us/docs/project_oversight/project_cert_timeline.pdf)



**Table G 2 List of Required Deliverables**

PHASES	Initiation	Concept	Planning	Requirement Analysis	Design	Development	Testing	Implementation	O&M	Disposition
	DELIVERABLES									
DS Solution, including specification of Tool sets		B	P	I	I	I	I	F		
Asset Management Plan			P	I	I	I	I	F		U
Solution Management Plan		B/ F								
Operations & Maintenance			P	I	I	I	I	I	I/ F	U
DS Project/Contract Management Services	P/ F									
DS Integration Management Services	B	P	I	I	I	I	I	F		
Program Management Services	B	P/ F	I	I	I	I	I	I	I	U
CMS Certification for DS	P	I	I			I		I	F	
DS Transition (Disposition) Plan/Transition Support	F									
Data Optimization Plan	P/ F									
DS Project Management Plan	P/ F									
DS Risk Management Plan			P/ F							
Risk Management Log			P	I	I	I	I	I	F	U
DS Change Management Plan	B	I	P	I	I	I	I	F		
Change Management Log			P	I	I	I	I	F		
DS Configuration Management Plan	P/ F									
DS Requirements Management Plan	B	I	I	F						
DS Communications Management Plan	P/ F									
DS Communication Matrix	P	I	I	I	I	I	I	I	F	
DS Work Breakdown Structure	P	I	F							
DS Project Scheduling	P	I	I	I	I	I	I	I	F	
DS Quality Management Plan	P/ F									
DS Staffing Management Plan	P	I	F							
DS Security Approach	P	I	I	I	I	I	I	I	F	U
DS Privacy Impact Assessment		P	I	I	I	I	I	I	F	U
DS Requirements Definition	B	I	I	I	F					

PHASES	Initiation	Concept	Planning	Requirement Analysis	Design	Development	Testing	Implementation	O&M	Disposition
	DELIVERABLES									
DS Requirements Traceability Matrix	B	I	I	I	I	I	I	F		
DS Business Process Modeling	B	P	I	I	I	I	I	F		U
DS Data Models (Physical, Logical, Optimization)	B	P	I	I	I	I	I	F		U
DS Architectural Design Document	B	P	I	I	F					
DS Detailed Design Document		B	P	I	F					
DS Release Strategy			P	I	I	I	I	F		
DS Section 508 Compliance					P	I	I	F		
DS Capacity Planning			P/ F							U
DS Contingency Plan	B	I	I	I	I	I	I	F		U
DS Business Continuity, Backup & Recovery Implementation Design Document	B	I	I	I	I	I	I	F		U
DS Test Plan	B	I	I	I	I	I	F			
DS Operations & Maintenance Manual					P	I	I	I	F	U
DS Operations and Support Plan Document					P	I	I	I	F	U
DS Training Plan			P/ F							
DS Training Manual(s)				P	I	I	I	F		U
DS User Manual(s)				P	I	I	I	I	F	U
DS System Security Plan	P/ F									U
DS Security Risk Assessment	P	I	I	I	I	I	I	I	F	U
DS Security Questionnaire Document	B							P	F	U
DS Implementation Plan	B				I	I	I	F		
DS Test Reports							P/ F			
DS Section 508 Product Certifications/ Exceptions						P/ F				
DS Service Level Agreement/Memorandum of Understanding/Contract	P/ F									U
DS Stage Gate Reviews			F		F		F	F		F
DS Technical Architecture Plan and Enterprise Schematic	B	I	I	I	I	I	I	F		

PHASES	Initiation	Concept	Planning	Requirement Analysis	Design	Development	Testing	Implementation	O&M	Disposition
	DELIVERABLES									
DS Disaster Recovery Plan	P/ F									

Key	
Baseline	B
Final	F
Interim	I
Preliminary	P
Update Yearly	U

### 2.5.2 Data Services Deliverable Development and Review

For deliverables, the Contractor must follow HSD's deliverable development and review process, which is intended to ensure a shared understanding of deliverable scope and content from inception through completion of a final product. This process comprises the steps outline below.

Step 1: Deliverable Outline. Develop a concise, bulleted outline for the deliverable. The outline must include: (a) deliverable name; (b) deliverable purpose; (c) headings- generally to third or fourth level, sufficient to illustrate document structure and sequence in which information will be presented; (d) brief bullet statements at each heading level indicating what will be covered, sufficient to demonstrate the breadth and depth of content; (e) identification of anything that will be expressly excluded from the deliverable (that might be considered part of the topic being addressed); and (f) indication of any sections that will be covered strictly or heavily through the use of tables or graphics. The Contractor must walk through the outline with the State to reach a shared understanding of the intended deliverable. Following this discussion, the Contractor must update the outline, if necessary, to reflect changes agreed upon with the State and then must submit the outline to HSD. Both HSD and the Contractor must sign the final outline to indicate agreement.

Should the Contractor discover, as analysis progresses, the need to revise the deliverable outline, the Contractor must propose the desired changes to HSD and must obtain agreement on a revised outline before providing the revised deliverable.

Step 2: Key Content Reviews. In conjunction with outline development, the Contractor must identify key points in the analysis or deliverable development process at which they will conduct Key Content Reviews (KCRs). A KCR might be done, for example, to review a methodology that will be used to perform further

analysis, to review evaluation criteria or weighting schemes, to review key findings, to review assumptions or constraints that will affect analysis. Fundamentally, a KCR is a short review done to keep the Contractor's efforts and the State's expectations aligned and to identify any divergence as early in the analytical and product development process as possible. The Contractor must include KCRs in the work plan for each deliverable as agreed upon with the State.

Step 3: Perform Analysis and Develop Draft Deliverable. As work to develop a deliverable is completed, the Contractor must develop a draft deliverable using the agreed-upon outline. After the draft deliverable is thoroughly reviewed, the Contractor must deliver the draft deliverable to the State for review.

Step 4: Review Draft Deliverable. The State will distribute the draft deliverable to the appropriate staff for review. HSD and/or other Enterprise staff will review the deliverable independently, documenting comments in a Comment/Response Matrix. Once individual reviews are completed, the HSD project manager or designated representative will reconcile comments into a single consolidated matrix that will be provided to the Contractor.

The State has the option of requesting that the Contractor provide a walkthrough of the deliverable as part of the review process.

Step 5: Incorporate Comments. The Contractor must review the State comments and must update the Comment/Response Matrix with its responses; e.g., agree to incorporate requested changes, revise wording, or disagree with requested change (and rationale). If there are any changes or comments that the Contractor does not intend to address or does not understand, the Contractor must provide an updated matrix to the State in advance of updating the deliverable. State and Contractor representatives will discuss resolution of those items to arrive at an agreed-upon response to be incorporated in the draft deliverable.

Step 6: Finalize Deliverable. The Contractor must incorporate the agreed-upon changes into a final deliverable. Once the deliverable is thoroughly reviewed, the Contractor must deliver the final version to HSD.

Step 7: Deliverable Acceptance. HSD staff will verify that all expected changes have been incorporated in the deliverable. Once all agreed-upon changes are included and verified, the HSD Project manager will notify the Contractor that the deliverable is complete and accepted.

The timeframes for the steps required in the Deliverable review processes will be finalized in the contract resulting from this procurement. The State's standard review period for a draft deliverable is fifteen (15) business days.

## **2.6 Requirements**

### **2.6.1 Functional and Technical Requirements**

The Offeror must document the functionality that the DS Solution must provide, and the technical requirements to enable that functionality, including integration tools and infrastructure of the SI Contractor, design and population of cubes, marts (or equivalent)), query, report and analytics functions. This document should be in business terms and should include consideration of future, as yet undetermined, data warehouse or equivalent, analysis and reporting needs.

The State expects that assessment of requirements is an iterative process that will be repeated throughout the Project lifecycle.

The Contractor must perform the work necessary to develop and produce, for State review, a final set of requirements necessary to implement the proposed Solution. The result is to be a master, all-inclusive requirements traceability matrix or similarly acceptable construct approved by the State. The requirements work must address the items listed below and the requirements listed in APPENDIX H:

The Contractor must document the business information that DS must access or secure in order to support the required cubes/marts (or equivalent), data storage, analytics and reporting functions. The data requirements must include an online catalog of business level data entities and attributes, with definitions and reference to the data sources in transaction and or source systems. This must be consistent with the MMISR metadata repository provided by the SI contractor.

### **2.6.2 Requirements Analysis**

The Contractor must perform work necessary to develop and produce for State review a final set of requirements as necessary to implement the proposed solution. The result is to be a master, all-inclusive requirements traceability matrix or similarly acceptable construct. This work includes, but is not limited to:

1. Analyzing requirements documentation provided by the State at the time of contract award;
2. Planning, scheduling, conducting, documenting and coordinating the results of requirements gathering, with confirmation and/or Joint Application Design (JAD) sessions as necessary to finalize specific requirements, including (but not limited to):
  - a. Design and implementation of all components identified in the proposed architecture in response to the requirements in APPENDIX H of this RFP;
  - b. Capacity planning, including system sizing and expansion;
  - c. All inbound and outbound interfaces;

- d. All service contracts and estimates of message traffic;
  - e. Connection with DoIT and HSD-provided applications (e.g., email, antivirus, network);
  - f. Data conversion;
  - g. Data marts/cubes (or equivalent);
  - h. Performance, including workload, monitoring data quality, operational availability and performance, data quality, and reports;
  - i. Security, including monitoring and logging reports;
  - j. Database back-up and recovery;
  - k. Disaster recovery;
  - l. Comply with standards and protocols for all ESB connections; and
  - m. Data governance.
3. Scheduling, conducting and documenting requirements review sessions, including updates and production of final documents;
  4. Conducting a gap analysis of requirements pre and post JAD sessions;
  5. Collaborating with HHS2020 PMO staff to ensure all requirements are captured and managed using an agreed-upon master integrated requirements management tool and processes;
  6. Uploading all final documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library;
  7. Adoption and utilization of the SI-defined transmission, security and integration requirements and processes across the Software Development Lifecycle (SDLC) through to certification; and
  8. Managing DS requirements through the contract life using an agreed-upon requirements management tool compatible with that of the State.

## **2.7 System Design and Architecture**

### **2.7.1 System Design**

The Contractor must design the complete DS Solution, and must document this in clear, accurate and concise design documents in accordance with CMS Enterprise Performance Lifecycle (EPLC), NM DoIT and HHS 2020 Enterprise Architecture requirements. Contractor's System Design Documents (SDD) must address all DS Solution elements identified in this RFP and identified in the preceding

“Requirements Analysis” subsection. The SDD are subject to State review and approval.

The Contractor must plan, schedule, conduct and document review sessions for the SDD, for updates and production of final documents. The Contractor must upload all final documents and supporting working documents (as requested by HSD) to the HHS 2020 Document Library.

The Contractor must ensure that any modifications to requirements or architecture that arise through the design process are captured, coordinated and documented in updated DS documentation as well as in the requirements management tool. Such modifications must comply with the State administered Project change management processes. The Contractor must document the design of DS to meet the functional and technical requirements of HHS 2020 while leveraging the infrastructure of the System Integrator. The document must effectively describe the entire system design, including decisions made and the logic behind those decisions.

## **2.8 Architecture Design Documentation**

The Contractor must accurately document the technology architecture, information architecture and interfaces in compliance with the HHS 2020 Enterprise Framework in a manner understandable to all Users. The document is subject to State review and approval and must at a minimum detail:

1. The module or data structures and components of DS, the relationships between them, and the business rules used to conform data among data sources;
2. For each data module, data tables, functions to be supported and the data sources;
3. All service interfaces, including a description of the information received, and the method and timing of the interface;
4. All outgoing notifications of completed analytics and reports, and the channels (ESB, social media, email, and others) notifications and reports will be sent;
5. Data transformations anticipated to populate marts/cubes (or equivalents);
6. Security controls utilizing shared Authentication, Authorization and Auditing services;
7. Data structure definitions and models;
8. Database design to support all functional requirements; and
9. Alignment with the HHS 2020 Enterprise Architecture.

## **2.9 Integration Plan**

The Contractor must define its integration approach and schedule in step with HHS 2020 Enterprise Framework while leveraging the SI infrastructure for loading or exposing data to DS and for sourcing data that must be completed prior to productive use. The integration plan must at a minimum:

1. Identify the data to be integrated, including a map that cites specific data sources and destinations for each field which should take the form of an approved Data Sharing Agreement, in accordance with Data Governance directives and policies;
2. Define necessary conversion and conforming algorithms;
3. Define roles and responsibilities associated with data conversion/conforming and field population;
4. Identify all data elements in DS that must be populated or exposed prior to productive use, including those elements that may not have been captured in HSD's legacy systems;
5. Provide a plan for ensuring that DS is appropriately populated with all necessary data prior to productive use;
6. Provide a plan for testing the converted/conformed and populated data in DS for accuracy and consistency; and
7. Provide for continuous integration and secured transmission of data.

## **2.10 Recovery Plan**

The Contractor must define the approach to backup and recovery in step with the HHS 2020 Enterprise Disaster Recovery Framework (DRF) and DRP while leveraging the SI infrastructure and tools. The Contractor must implement the backup and recovery plan of the DS module and integrate with the backup and recovery plan that leverages the SI Solution. Additional requirements for failure and disaster recovery are listed in APPENDIX H.

## **2.11 Disaster Recovery Plan and Disaster Recovery Testing**

The Contractor must define its approach to disaster recovery in step with the HHS 2020 Enterprise DRF and DRP while leveraging the SI infrastructure and SI Consolidated Disaster Recovery Plan. The Contractor must test the DRP prior to production and at least annually thereafter. The Contractor must develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that addresses, at a minimum, disaster recovery, back-up and continuity of operations for the DS module. Contractor also is responsible for development of a DRP that integrates contingency plans from the SI Contractor and insures that all CMS, DoIT and HSD recovery requirements are met. The Contractor must work with the SI Contractor to update this Plan no less than every six (6) months, noting any deficiencies and areas for corrective action.



Throughout the DS contract period of performance, the SI Contractor will lead annual disaster recover planning, testing and management activities for the entire MMISR Solution in accordance with policies, processes, tools and structures agreed upon with HSD. The DS Contractor must participate in this activity, and as additional MMISR modules are implemented, the DS Contractor must ensure that its disaster recovery plan and documentation is shared and coordinated with the new modular contractors.

### **3. Data Governance**

In collaboration with the State, the Contractor must develop and administer the HHS 2020 Data Governance process to ensure that data available through and from the DS module is accurate, current and complete across the Enterprise. The data governance process must include development of governance policies, standards, protocols and roles and responsibility definitions, all of which must acknowledge the State's ownership of the data and the need to ensure that the data is protected in a manner that ensures that it is not used or distributed for any non-State business use.

#### **3.1 Develop Data Governance Process**

The Contractor must participate in the State's Data Governance Council (DGC) and enforce DGC policies regarding data structure, definitions, values, exceptions, metrics and other directives. The Contractor will be expected to assist the DGC in setting up a data governance structure. Subject to State direction and approval, the Contractor must (at a minimum):

1. Develop a draft charter for the DGC;
2. Assist in standing up the Data Governance Structure; and
3. Standup and operate the proposed tools in support of the DGC and its policies.

#### **3.2 Governance Process**

The Contractor's data governance process must include and be documented in detail:

1. The State's current business processes relevant to DS and the data they create or manage;
2. A data governance structure clearly defining mission, roles and responsibilities at every level (strategic, tactical and operational);
3. Data governance policies and standards for each of the source systems;
4. Data governance procedures to ensure data quality, including data validation and data clean-up;
5. Procedures to review and validate business rules relating to data;
6. The tools to support the process;

7. Allocation of roles and responsibilities by process;
8. A plan for evaluation of the effectiveness of data governance activities; and
9. Demonstrated integration and compliance with Project governance standards and processes.

## **4. Security**

The Contractor must comply with all applicable business, Federal and State compliance security requirements, and adhere to the security standards established for the Framework by the SI Module Contractor;

### **4.1 System Security Plan**

The Contractor must comply with the Project System Security Plan and identify and remediate any changes required in the system or Contractor hosted environment to meet the security requirements of the State and those established by the SI Contractor. The security plan must specify the classes of data with specific security levels and fully describes the compliance of the system and its environment with the State's stated security requirements. The document must identify how security and application testing will be implemented, changes that will be made to complete security compliance, and any gaps that will require additional technical or procedural responses in order to mitigate them. Contractor must timely advise the State of any data center or hosting site changes in security classification level.

### **4.2 Data Services Security Management**

Security is of primary concern to the State as its work affects many lives and the State is required to assure the protection of sensitive or confidential information, of facilities and personnel. Any hosted environment of the Contractor or its Solution subcontractors is subject to inspection by the State or its agents.

While performing work under this contract, the DS Contractor is responsible for the following list of security activities and integrating these activities with the Integrated Master Security Management processes established by the SI.

1. Personnel Screening – consistent with HSD policy, the Contractor must conduct background checks that comply with all applicable State and Federal requirements of staff prior to authorizing access to HSD or other Stakeholders information systems or data.

2. Contractor Personnel Security – in compliance with HSD personnel security requirements, the DS Contractor must:
  - a. Require Contractor and subcontractor staff to comply with HSD personnel security policies and procedures;
  - b. Ensure all Contractor and subcontractor staff complete HSD-provided online security-related training listed below when they join the Project and at least annually thereafter:
    - i. Security Awareness;
    - ii. IRS Safeguards;
    - iii. Health Insurance Portability and Accountability Act (HIPAA) Training; and
    - iv. Privacy Training (for information system users).
  - c. Obtain signed individual security training acknowledgements for each Contractor or subcontractor and provide these to the HSD Chief Information Security Officer (CISO) for initial training and for annual re-certifications;
  - d. Notify HSD within one (1) business day of any personnel transfer or termination of contractor personnel who have HSD credentials or badges, or who have information system privileges;
  - e. Monitor staff compliance with these security requirements; and
  - f. If access to State systems is needed, complete Security Access Request (SAR) form and submit to HSD ITD Help Desk.
3. Termination – upon termination of an individual’s employment or participation in the DS Project and consistent with HSD policies and procedures, the DS Contractor must:
  - a. Disable information system access for that individual;
  - b. Terminate or revoke any authenticators or credentials associated with the individual;
  - c. Submit a Delete All Security Access Request form to HSD ITD Help Desk;
  - d. Retrieve all security-related HSD information system-related property;
  - e. Assume control of access to HSD information or information systems formerly controlled by the terminated individual;
  - f. Notify the HSD CISO upon termination of the employee; and
  - g. Ensure physical access to HSD and to Contractor facilities is prohibited (e.g., disable badges, change access codes).

4. Rules of Behavior – prior to accessing the HSD network, Contractor’s staff must read the HSD Use of State Information Technology Resources Policy and sign and return to the HSD CISO an HSD Information Technology Resource Usage acknowledgement that commits them to comply with HSD policy.
5. Physical Access to Facilities and Computers – for Contractor or subcontractor staff who have access to State or MMISR facilities or computers where confidential information resides, the Contractor must:
  - a. Develop, approve and maintain a list of contractor, subcontractor and State staff with authorized access to the facility;
  - b. Issue and manage authorization credentials for facility access;
  - c. Remove individuals from the facility access list within 1 (one) business day when access is no longer required;
  - d. Ensure control to Contractor facility ingress and egress by requiring access control systems or guards and verification of access authorization before granting access to the facility;
  - e. Maintain a physical access audit log for visitors to the Contractor facility, including at a minimum the name and date and time of access;
  - f. Ensure that visitors to a Contractor facility are escorted and monitored;
  - g. Secure keys, combinations or other physical access devices associated with the Contractor facility(s);
  - h. Maintain an inventory of physical access devices;
  - i. Change combinations to facilities at least annually and whenever an employee who knows the combination retires, terminates employment, or transfers to another position;
  - j. Change keys when a master key has been lost;
  - k. Ensure that all computers meet HSD security requirements;
  - l. Ensure no facilities hosting State data are located offshore; and
  - m. Ensure that the facilities of any subcontractors meet these same requirements.
6. Remote Access –Any remote access to HSD confidential information must be performed using multi-factor authentication. Remote Access is defined as any access to an information system by a user who is communicating through an external network (e.g., the internet). The DS Contractor must adhere to HSD and State usage restrictions, configuration and connection requirements and implementation guidance for each type of remote access that is granted only as needed for valid business reasons and subject to CISO approval.

Confidential information must not be accessed remotely by Contractor or subcontractor employees, agents, representatives or other staff located offshore. Confidential information must not be received, processed, stored, transmitted or disposed of by any system located offshore.

7. Use of External Information Systems – unless approved by the HSD CISO, the Contractor must prohibit:
  - a. Access to confidential information from external information systems; and
  - b. Use of non-HSD-owned information systems, system components or devices to process, store or transmit confidential information;
8. Media – the Contractor must adhere to HSD policy and procedures for:
  - a. Labeling media containing HSD confidential information to indicate distribution limitations and handling caveats;
  - b. Physically controlling and securely storing media and protecting media containing HSD confidential information until the media is destroyed or sanitized using State Auditor approved equipment, techniques and procedures;
  - c. Transporting media:
    - i. Protect and control digital (e.g., diskettes, magnetic tapes, external or removable hard drives, flash or thumb drives, CDs, DVDs) and non-digital (e.g., paper) media during transport outside of controlled areas;
    - ii. All digital media containing confidential data must be encrypted including when being transported;
    - iii. Maintain accountability for media containing HSD confidential information during transport outside of controlled areas;
    - iv. Document activities associated with transport of information system media; use transmittals or equivalent tracking methods to ensure confidential information reaches its intended destination; and
    - v. Restrict activities associated with transport of media containing HSD confidential information to involve only authorized personnel.
  - d. Sanitizing media:
    - i. Sanitize media containing confidential data prior to disposal, release from control or release for reuse;
    - ii. Use sanitization techniques in compliance with applicable Federal and State standards and policies; and
    - iii. Review, approve, track, document and verify media sanitization and disposal actions in accordance with State Auditor requirements.

9. Email Communications – adhere to HSD and State policy and procedures regarding inclusion of Federal Tax Information (FTI), Protected Health Information (PHI) or Personally Identifiable Information (PII), or other sensitive, confidential or private data within email communications.
10. Improper Inspections or Disclosures – adhere to HSD policy and procedures regarding reporting unauthorized access or disclosure of confidential information.

#### **4.3 Active Directory (AD) Integration & Single Sign-On (SSO)**

The Contractor must provide integration with the SSO capabilities and security requirements as defined and implemented by the SI Contractor. The proposed Solution must use an authentication process that allows a user to access multiple applications with one set of login credentials. Contractor's Solution must utilize the SSO authentication, authorization and auditing services hosted by the SI Contractor, and facilitate seamless network resource usage. Contractor also must synchronize all applications and systems with a universal username and password.

Contractor's Solution must provide security within the module to define the user's access to data based on user roles and the principle of least privilege.

### **5. Configure and Program DS Components**

The Contractor must configure DS components per design specifications such that the proposed Solution provides a fully functioning integrated system that leverages the functions and features of the selected software products to the fullest extent possible through operations and maintenance.

#### **5.1 Programming and Configuration**

The Contractor must perform all programming and configuration work necessary to implement all approved DS Solutions, applications and designs. When performing this work, the Contractor must:

1. Follow efficient, standardized coding methodologies appropriate to this solution;
2. Follow coding and configuration checklists and standards appropriate to this solution;
3. Conduct code and configuration walkthroughs or reviews with State technical staff and with other contractors as needed or as requested;
4. Plan, perform and document unit testing of all code or configurations, ensuring data integrity is preserved and data results meet the State's requirements for accuracy; and
5. Provide a complete DS module (with configured components) for productive use.

## **5.2 Implement DS components**

The Contractor must perform all tasks required to roll the DS Solution into production, including, but not limited to:

1. Scheduling a release date approved by the State (in collaboration with the HHS 2020 PMO staff);
2. Create a baseline for the Solution release using an agreed-upon configuration control tool and process;
3. Create a baseline for BI, analytic and report release that takes into account the priority that needs to be given to reports required by CMS;
4. Migrate the Solution release to production in coordination with the SI Contractor;
5. Verify its operational readiness;
6. If necessary due to partial or full failure of the DS Solution rollout, execute the planned approach to roll back and to recover operations until the DS Solution can be successfully implemented;
7. Implement system diagnostics and tools to provide automatic system monitoring; and
8. Provide training necessary to all Stakeholders per Section 9 herein.

## **6. Testing**

The Contractor must develop, document and execute a comprehensive test strategy and plan for the DS module, working in collaboration with Stakeholders, integrating with the SI Master Test Management Plan and other contractors where appropriate. Work must include, but is not limited to:

1. Use of test plans and procedures that have been approved by the State to test all changes prior to their implementation;
2. Periodical testing of data restoration from back-up in accordance with State requirements;
3. Performing a disaster recovery test at least annually in accordance with State and CMS requirements;
4. Using automated load testing software, repeating benchmark performance tests periodically and prior to any large change to the system that may impact performance; and

5. Documenting problems identified through any of the tests, and ensuring that timely and appropriate corrective action steps are taken to address problems and to mitigate probability of future reoccurrence.

## **6.1 Test Plan and Scripts**

The Contractor must define the approach for testing of DS module and obtain State approval. The Contractor must, when developing test plans and scripts for the DS module:

1. Document and obtain State approval of the Test Plan that:
  - a. Defines the overall testing process, including unit, system integration, user acceptance, field, regression, smoke, parallel and performance testing;
  - b. Defines a mechanism for tracking test performance and completion;
  - c. Defines procedures for managing the test environment, including change control;
  - d. Defines procedures for assigning severity to problems encountered; and
  - e. Defines entrance and exit criteria for each round of testing.
2. Create functional test scripts for full requirements traceability. These will be developed by the Contractor and will adhere to the State's quality assurance standards;
3. Generate appropriate de-identified test data (not live production data) that is sufficiently representative of production data to enable valid testing;
4. Prepare and maintain test environments throughout the testing process;
5. Create and modify as needed automated test scripts that will provide end-to-end coverage of base functionality to be run for each release to ensure regression compatibility;
6. Schedule and coordinate testing;
7. Perform Quality Assurance Testing (QAT) and System Integration & Testing (SIT);
8. Perform Security Testing (Static Application Security Testing, Dynamic Application Security Testing, etc.)
9. Support User Acceptance Testing (UAT) for the DS (e.g., run batch jobs, advance system clocks, run queries to provide test data);
10. Document and make available test results;
11. Make all necessary fixes and complete retesting; and



12. Analyze test results to identify trends or issues.

## **6.2 Tested Software**

The Contractor must ensure the DS Solution as configured is ready for business use. The State and its Stakeholders and its IV&V Contractor will participate in system testing and conduct user acceptance testing sufficient to ensure that all functions and components of the Contractor's Solution system are performing acceptably. The Contractor must provide documentation to the State for approval of completed testing whereby the software will be certified by the State as functionally ready for use.

## **6.3 Volume/Stress Testing Report**

The Contractor must conduct volume/stress testing as directed by the State and document the results of performance testing. Stakeholders will participate in volume/stress testing to ensure that the system can perform adequately with anticipated volumes of queries, reports and other transactions. The completed volume/stress testing must include and document:

1. The overall volume/stress testing process including frequency;
2. The volume/stress testing results;
3. Recommendations for optimizing system performance; and
4. Improvements made to tune the system for optimal performance.

## **6.4 Optimized Platform**

The Contractor must suggest and implement State-approved improvements to achieve optimal performance. The Contractor must complete system optimization and document improvements made to tune the system for optimal performance within State and SI Contractor agreed upon timelines.

# **7. Visualization, Reports and Analytics**

As noted previously, the Contractor is to implement the processes, tools and structures required to establish a foundational integrated data Solution that supports reporting and analytics across the Enterprise. The Contractor must utilize such data structures that will enable timely and accurate reports, analytics, visuals and outcome measurement for HSD and its HHS 2020 Enterprise Partners. The Contractor must provide ease of access to data by Users in a secure manner.

The Contractor will be responsible for analyzing the data requirements and needs of the Enterprise, both current and projected, and provide tools that will satisfy the requirements and needs. The Contractor must work with the State to plan an approach to achieve increasing levels of data maturity for HHS 2020.

The DS solution will produce analytical models, visualizations, reports and provide BI/BA tools in support of data that reside in and across multiple modules. If operational reports are provided within another module Contractor's solution, DS will not be required to replicate or replace those reports. However, if data for BI/BA are required from more than one module for an analytical model then those analytical capabilities should be hosted in DS. If the analytical capability requires sophisticated modeling, data mining, manipulation, visualization or other powerful BI/BA techniques, then those should be hosted inside DS unless they are included in a module's operational package, providing that the module is not attempting to source operational data from other modules (e.g., Financial Services needing information from Population Health) and trying to deploy its own DS capability. If the analytical requirement necessitates mining historical data that go beyond the historical data required by a module, then those data and the BI/BA capabilities would be candidates for DS.

DS is not intended to host the operational reports that will exist in Commercial Off the Shelf (COTS) packages or out of the box (OOB) functionality in other modules. DS will not attempt to replicate operational reports that would in any way cause extensions or modifications to COTS packages.

The Contractor's Solution for DS must include the ability to deliver report and data dashboards for many different Users across the Enterprise. Contractor's Solution must provide for customization of such dashboards by Users.

## **7.1 Regulatory Reports**

The Contractor must develop and maintain all Federal and State mandated reports to meet business reporting and certification obligations. The Contractor must prioritize and obtain State approval on the development and release of CMS reports. The Contractor must document report requirements and generate the reports in production within the timelines established by the State to meet report submission deadlines.

## **7.2 Public Facing Dynamic Reports**

The Contractor must provide the tools and expertise necessary to develop public-facing dynamic reports to meet Enterprise reporting needs through operations and maintenance.

## **7.3 External Reporting**

The Contractor must provide tools and expertise to facilitate external reporting to meet Project and State reporting needs. The Contractor's proposed Solution for DS module must provide the tools and expertise to meet multiple external reporting needs. The report requirements must be documented and integrated into the Contractor's project plan.

## **7.4 Federal Reports**

The Contractor must develop, produce and maintain all Federal and State-mandated management or business reports necessary to meet State reporting obligations.

## **7.5 Self Service Reporting**

The Contractor must provide tools and expertise to provide self-service reporting capabilities to meet Enterprise reporting needs. The Contractor must provide self-service capabilities and train Users on use the capabilities. The Contractor must provide the ability for internal and external Users to “build your own” reports. This should include parameterized reports that a User generates on an ad hoc basis rather than on a schedule. Contractor’s tools must enable Users to take advantage of helpful wizards or guides that offer the ability to help them choose features for reports and set the scope, variability and other aspects of the report as needed. In some cases, intuitive ad hoc reporting tools should provide customized visual presentation using graphs and charts.

## **7.6 Standard Queries**

The Contractor must provide the tools and expertise to assist Users in developing a set of standard queries, including analytics, which can be invoked by Users to meet functional requirements as needed. The Contractor must test queries and port over to production. The Contractor also shall assist Users with development and customization of dashboards for data and report display.

## **7.7 Dashboards and Business Intelligence**

The Contractor must provide tools and expertise to create analytic dashboards or other analytics artifacts based on subject area and User requirements. Unlike traditional databases that are designed according to system requirements, Contractor must develop business logic for business intelligence (BI) and optimize its analytical processes with the ability to report on multiple records simultaneously, enabling multifaceted data analysis of complex and large volumes of data in response to complex business queries. Contractor must:

1. Provide current, historical and predictive views of internally structured data for products and departments by establishing more effective decision-making and strategic operational insights through functions like OLAP, reporting, predictive analytics, data/text mining, benchmarking and Business Performance Management (BPM);
2. Acquire collected data and analyze data associated with customers, business processes, or production activities, ensuring that data can be categorized, stored and analyzed to study trends and patterns;
3. Acquire collected data and segment according to specified criteria, such as demographics, age, or gender and ensure that the tool will be used by the Contractor and made available to Users for analysis to be performed by the State;
4. Includes specific methodologies and procedures for implementing interactive information gathering techniques;

5. Provide Business Intelligence tools (as outlined in the APPENDIX H requirements) to serve the business needs of the Enterprise; and
6. Offer solutions which allow for multiple business purposes, including:
  - a. Measurement of performance and benchmarking progress toward business goals;
  - b. Quantitative analysis through predictive analytics, predictive modeling, business process modeling and statistical analysis;
  - c. Reporting of departmental/divisional and Enterprise perspectives of data visualization;
  - d. Allowing internal and external business entities to collaborate through electronic data interchange (EDI) and data sharing capabilities of the SI procurement; and
  - e. Use knowledge management programs to identify and create insights and experiences for learning management and regulatory compliance.

## **7.8 Geographic Information Systems (GIS) Mapping/Geocoding**

Contractor's Solution must provide GIS mapping, Geocoding and Geospatial capabilities for analytic dashboards or other analytic artifacts based on subject area and User requirements. The proposed Solution must incorporate maps into analysis, reports and dashboards that at a minimum must allow Users to:

1. Identify and quantify risk and incidence across geographies;
2. Present comprehensive datasets that allow drill-downs;
3. Perform detailed analysis using demographic data;
4. Analyze geographical utilization; and
5. Analyze cost and recoveries by demographic data.

## **7.9 Analytics Delivery Management**

The proposed Solution must provide management tools to schedule reports or dashboards and provide delivery notifications (as outlined in more detail in APPENDIX H).

HSD expects an analytics management tool to be used by Contractor and Stakeholders to manage all aspects of reporting and analytics. The Contractor must have an online analytical processing capability that categorizes data as dimensions and is considered in terms of "measures." The data should be pre-summarized across each dimension to vastly improve query time in relational databases.

## **7.10 Standardization of Reporting Elements**

The proposed Solution must standardize and optimize Enterprise reporting and analytics and dashboards used or accessed across the Enterprise. Contractor's Solution shall enable identification of similar legacy reports that can be combined and/or modified to allow Enterprise-wide use.

### **7.11 Message Queue Management**

Contractor must provide asynchronous notification to defined Users/systems when a report has been generated even if the User/system is not available. Also, if the receiving equipment fails or is unavailable, the message may remain in a message queue and be delivered as soon as the failure is corrected. Contractor's asynchronous messaging system must utilize the infrastructure tools provided by the SI Contractor to successfully deliver the message to the intended recipient.

### **7.12 Survey Tool**

Contractor must provide an accessible survey tool for select Enterprise Users that allow Users to create, distribute, collect and evaluate survey responses.

The Contractor must provide the ability to use the Solution's analytic capabilities to analyze data collected using the Survey Tool.

Contractor's training plan outlined in Section 9 below must include a provision for training of the Enterprise Users who will be using the survey tool.

## **8. Data Services Infrastructure**

Contractor will have responsibility for the planning, design, implementation, operation and maintenance of one or more repositories (cubes, marts, universes, star or snowflake schemas, or equivalents) for reporting, ad hoc queries and analytics for the MMISR Solution and for HHS 2020. The Contractor may also construct staging areas for data brought into DS from the System Integrator. The Contractor, subject to approval by the State, will identify and provide the specific tools, techniques and approaches used to deliver the DS infrastructure and services. As noted above, the Contractor is expected to provide or develop data structures (e.g., multiple-linked data stores, data marts, data lakes, an Enterprise Data Warehouse (EDW) or other) that leverage the infrastructure and tools provided by the SI module in order to deliver a complete Solution to the State.

### **8.1 Software Plan and Hardware Information**

Throughout the contract life, the Contractor must track and manage all assets associated with the DS Solution, using asset management processes and tools agreed upon with the State. Contractor must work closely and collaboratively with State staff to ensure all assets related to the DS Solution are inventoried and included in necessary plans (e.g., spend plans). The Contractor must document and keep current all information related to software licenses, support and installations and its hardware architecture used to support the DS Solution. Contractors are expected to have active plans for reduction and control of technical debt.

### **8.1.1 Software Plan**

The Contractor must identify the software products required to support DS while leveraging the SI infrastructure. Contractor must have a plan for maintenance and upgrade of software as required.

The software architecture plan must specify for all proposed solution software products and tools:

1. The name, manufacturer and version/release number;
2. Functions or services performed;
3. Number and type of licenses required;
4. Production schedule;
5. Dependencies relative to other software or hardware;
6. Testing and Training;
7. Versioning strategy;
8. Patch plan including security updates; and
9. End of life/support plan.

### **8.1.2 Hardware Information**

The Contractor must identify the Enterprise-ready computing infrastructure that will be utilized by the Contractor to deliver the DS Solution.

The Contractor must provide a list of the hardware that describes and details the computing environment to be used by the DS Contractor and the schedules for implementation of each component. The list and description of Contractor's hardware, the proposed schedules and a schematic of its hardware architecture must be submitted to the State for review and approval.

Offerors must propose all required hardware, software, telecommunications or other infrastructure required to implement the Solution, with emphasis on resilience, scalability, reliability and security.

The hardware information should include at a minimum:

1. Servers specification;
2. Storage specifications;
3. Network specification;
4. Testing;
5. Client devices, including mobile devices; and
6. Firmware updating plan to include firmware security updates.

## **9. Project Management**

Upon contract award, the selected Contractor must implement a disciplined and comprehensive set of project and contract management processes, tools and artifacts to effectively manage its work. All Contractor project management tools must be compatible with State project management tools.

Where noted below, the Contractor shall adopt (or integrate with) MMISR Project-wide processes and tools so that a single, effective approach to understanding, managing and communicating about the entire Project is possible by all Stakeholders.

### **9.1 Detailed Project Work Plan**

The Contractor must provide a mutually agreed-upon project plan that identifies the specific tasks and resource levels necessary for timely delivery of the elements in the Work Plan. Working with the SI and the State PMO the Contractor will integrate its Work Plan with the Project's Master Work Plan. The work plan must include a work breakdown structure, task dependencies, schedules, budgets, deliverables and the Contractor's and State's resource assignments broken down to a sufficient level of detail to allow effective project control.

### **9.2 Data Services Schedule Management**

The Contractor must develop and maintain a HSD approved work plan for all its work throughout the contract duration and report against the detailed work plan for all work to be performed by the Contractor. The Contractor will work with the SI to integrate the DS detailed work plan into the overall MMISR integrated Master Schedule.

The detailed work plan, at a minimum, must be:

1. Based upon the high-level work plan provided as part of the Contractor's proposal;
2. Developed and maintained in Microsoft Project or a compatible project scheduling tool of comparable or greater capability, as agreed upon with HSD;
3. Of sufficient detail to allow the Contractor to accurately monitor and report status of activities and tasks from week-to-week;
4. Done in a manner to ensure that the Master Schedule includes all agreed-upon DS related tasks and activities, milestones, reviews, dependencies, durations and a critical path;

5. Reviewed in draft with HSD not later than fifteen (15) business days after contract award and finalized (DS) baseline1.0) no later than twenty-five (25) business days after contract award; and
6. Archived for future reference, if needed, and modified as needed.

Throughout the contract life, the Contractor must maintain the DS work plan and must actively use it to plan, manage and report on required work. The Contractor must:

1. Report weekly and monthly on progress against the planned schedule and identify existing or prospective schedule-related issues or risks;
2. Milestones or accomplishments achieved since the last report;
3. Technical status of the Solution including Deliverable status, configuration status and forecasted Deliverable status for the next reporting period;
4. Resource status including staff utilization;
5. Schedule status including task status, phases completed, schedule trends and schedule summary;
6. Comparison of actual percent complete versus scheduled for the work breakdown structure;
7. Issues, risks and resource constraints which are effecting or could affect progress including the proposed or actual resolution;
8. Proposed changes to the DS work plan, reasons for the changes and approval/disapproval determination for any proposed changes; and
9. An updated detailed project work plan with approved changes highlighted.

### **9.3 Data Services Risk Management**

The selected Contractor must work with the State-led PMO and the State's IV&V Contractor to actively identify and manage DS risks related to both the DS contract and to the overall MMISR Project. All Contractor project and risk management tools must be compatible with State project management tools. The Contractor must use a State-approved risk matrix to identify risks, describe risks and their potential impact, assess risk severity and probability of occurrence, assign risk owner(s), recommend mitigation plans and provide updates on status or mitigation while the risk is active and work with the SI to integrate with the Master risk, issue and action item log.



Contractor will be responsible for providing input on risks and risk mitigation, and risk-related issues and action items from the standpoint of the overall MMISR Solution, as well as input specific to DS implementation and operation. Contractor also will be responsible for acting on the risks and risk-related issues and action items assigned to the Contractor by the HHS 2020 PMO. Such activities include cooperation with the IV&V Contractor and development of Risk Remediation and Contingency Management plans.

The Contractor must participate in risk management meetings at least once a month with the State-led PMO, other MMISR Project Contractors and the IV&V Contractor. The Contractor must work to complete risk mitigation plans, obtain State approval of risk mitigation plans and collaborate on implementation of approved mitigation plans.

#### **9.4 Data Services Action Item and Issue Management**

Active, on-going management of open action items and issues is essential to keeping work on track. The Contractor must work with the State-led PMO to actively identify and track any action items or issues that are associated with completion of work for the DS module. The Contractor must use an action item matrix and issue-tracking matrix approved by HSD and update the matrix as action items are completed or issues are addressed so that each matrix remains current.

Working in collaboration with the State-led PMO and/or other MMISR Project Contractors, the Contractor must validate issues or action items, assign priorities, specify responsibility for resolution, establish deadlines and develop resolution approaches for assigned action items or issues. The Contractor must actively work with State staff and/or with other MMISR Project Contractors to address open action items and issues in a prompt and effective manner.

The Contractor must provide updates regarding action item and issue status weekly, and must participate in periodic action item or issue management meetings with the State-led PMO, the IV&V Contractor and with other MMISR Project Contractors, as requested.

#### **9.5 Data Services Budget and Financial Management**

The Contractor must provide input (no less than quarterly or as requested by the State) necessary to maintain financial tracking, forecasting and reporting for the DS contract as it relates to the MMISR Project as a whole. The Contractor must provide financial information on project costs to assist with development of Advance Planning Document (APD) updates, NM DoIT Project Certification Committee (PCC) reports and hearings, business cases for the State budget and any other documentation associated with explaining and/or maintaining funding for the module and the MMISR Project.

## **9.6 Data Services Resource Management**

### **9.6.1 Resource Requirements**

To successfully perform the work defined within this RFP, the Contractor's team must have significant technical and business expertise across a wide range of domains, including program operations, technology, operations, procurement, project management and more. The Contractor must provide sufficient staffing and expertise to deliver the required work throughout the life of the contract.

The Offeror must propose a staffing model that demonstrates how it will provide all of the required expertise (stated or implied in this RFP) over the contract life, how a sufficient number of skilled staff will be deployed, and how the Contractor's team will be structured to effectively deliver the required work. This staffing model must demonstrate an understanding of DS requirements, including consideration of how the DS Solution fits within the MMISR Solution and approach and within HHS 2020. Additionally, the Contractor must have an approach for accessing appropriate subject matter expertise to address module-related requirements, or requirements that CMS imposes or recommends, throughout the contract life.

Contractors who are utilizing subcontractors must provide evidence and assurance that it will retain responsibility for all the work to be performed under the contract resulting from this procurement, and that it has a management structure that ensures that subcontractor personnel function as part of the larger team.

The Contractor must provide sufficient staffing, facilities, equipment and other tools necessary to support the successful implementation of the entire Project through implementation, operations and CMS certification. Contractor's Solution must demonstrate an understanding of the System Integrator Contractor's role and responsibilities.

### **9.6.2 Resource Management**

The DS Contractor is responsible for providing and managing appropriately skilled staff throughout the DS contract life. This includes the following responsibilities, at a minimum:

1. The Contractor must implement an organizational structure for its team that enables efficient, high quality performance and effective management of all resources to successfully deliver high quality performance under the DS contract;

2. Within five (5) business days of contract award, the Contractor must update the organizational structure provided in its DS proposal and brief the State on that structure, roles and responsibilities for each position and staff identified to fill positions if they differ from that described in Contractor's proposal;
3. The Contractor must submit to HSD for approval any significant changes to the number or mix of staff assigned to the DS Project prior to implementing such changes; and
4. The Contractor must submit to HSD for approval any changes to organization structure diagram and brief HSD in advance of implementing a new structure if the Contractor believes restructuring is needed over the contract's life.

#### **9.6.3 Staffing**

1. The Contractor must assign and utilize staff with the requisite skills to successfully execute all work required under the DS contract. The Contractor must ensure that all applicable background check requirements are satisfied for staff.
2. The Contractor must manage staff performance throughout assignment to the DS Project and promptly address any issues, including any issues raised by the State, regarding work quality, behavior, accessibility, etc.
3. Every individual assigned to work the DS module must comply with HSD training requirements and follow HSD policies and procedures.
4. The Contractor must report, at least quarterly, to HSD (using an HSD-provided template) regarding who is assigned to the contract, start date, role, compliance with training requirements and access status (i.e., HSD security badge, email address).
5. The Contractor must implement a consistent and thorough on-boarding process to introduce new staff to the DS module, the MMISR Project and HHS 2020 to ensure that individuals are fully oriented to the environment, goals, status, tools, training requirements, and security requirements needed to understand the Project, module requirements, State and Contractor expectations.
6. The Contractor must ensure staff complete HSD-required training in a timely manner and that they receive such all other training as may be needed to successfully perform its respective roles.

7. The Contractor must implement a consistent transition process to ensure that when an individual leaves the DS project all pertinent work materials are stored in the HHS 2020 Document Library, any equipment is returned, security access is revoked, HSD badge is returned and knowledge transfer is accomplished to minimize the adverse impact as staff transitions off the Project.
8. All DS Contractor staff must comply with all applicable Federal and State security requirements.

#### **9.6.4 Key Personnel**

The term “Key Personnel” means Contractor’s staff agreed upon by the State and the Contractor to be both instrumental and essential to the Contractor’s satisfactory performance of module requirements. Contractor must base its Key Personnel staffing model on its detailed project management plan and schedule. Contractor must consider the changing needs of the project by phase (as identified in the Medicaid Enterprise Certification Lifecycle) for Data Service when developing the staffing model. Additionally, the Contractor must maintain a stable Key Personnel team for the duration of the contract.

Offeror must describe, in its proposal, the scope and responsibilities of each Key Personnel position(s), the name, title, skill set, experience and location by phase. Offeror’s proposal submission must include a resume for each position proposed. If Offeror objects to classification of any of the positions listed below as “Key Personnel” it must so explicitly state in its proposal and present its argument for exclusion. Offeror should propose a staffing plan and listing of Key Personnel positions that it believes is appropriate and necessary to implement its Solution.

While the State acknowledges that a Contractor may split staff across clients and projects, Offeror must provide assurance that the Project task, schedules and quality of work required of the DS Contractor as described in this RFP will not be negatively impacted by the sharing of Contractor staff across clients or projects.

Example Key Personnel:

- Project Executive
- Project Manager
- Solution Architect
- Implementation/Integration Manager
- Data Manager
- Training Manager

- Database Administrator (DBA)
- Test Manager
- Security Manager

#### **9.6.5 Additional Key DS Personnel Requirements**

Offeror must propose staff that meet the following requirements:

1. The Project Manager must be an employee of the Contractor at the time Offeror submits a proposal in response to this RFP;
2. All other Key Personnel included in Offeror's proposal must be current employees of the Offeror or of its identified subcontractor(s) or must have a signed statement of commitment from the individual to join the Offeror's organization not later than the planned contract start date;
3. All Key Personnel must be committed for no less than the first six (6) months of the contract performance period;
4. Contractor must request no substitutions of Key Personnel within the first sixty (60) days of the contract unless such substitutions are made at HSD request or they are necessary due to sudden illness, death, resignation or other reasons to which HSD may or may not approve; and
5. Changes to proposed Key Personnel positions, staff and responsibilities are allowed only with prior written permission from HSD.

While the Contractor must make every effort to maintain a stable Key Personnel team for contract duration, Offeror must acknowledge that HSD has the right to refuse any replacement, substitution or reassignment of duties for Key Personnel. Prior to making any such changes, the Contractor must obtain written approval of the change from HSD. In all instances, qualifications of replacement staff must be comparable to or better than those of the individual that is being replaced or whose duties are being reassigned.

HSD retains the right to approve or disapprove proposed staffing and to require the Contractor to replace specified Contractor employees or those of subcontractors. All Contractor staff and the staff of subcontractors must perform their work in the United States; no off-shoring of any work under this contract is allowed.

## **9.6.6 Logistical Requirements**

### **Work Hours and HSD Broadband Connection**

1. Business hours for the State of New Mexico are Monday through Friday, 7:30 AM through 5:30 PM Mountain Time (MT) except for State holidays. Contractor staff shall be available throughout normal NM business hours.
2. At Contractor request and expense, NM DoIT shall provide a broadband circuit to the Contractor, enabling connectivity to the HSD network and making the Contractor a node on HSD's network. To ensure security vulnerabilities are not introduced from the Contractor to the HSD network, the Contractor shall comply with all HSD and DoIT security controls, including but not limited to timely implementation of operating system patches, separation of any wireless network, maintaining up-to-date antivirus protection and implementing perimeter firewalls.

## **9.7 Data Services Meeting Planning and Administration**

The Contractor, working with the State-led PMO and/or other MMISR Project Contractors, must plan, lead and/or facilitate and document the results of meetings associated with the Contractor's work.

For each meeting the DS Contractor plans, the Contractor must:

1. Identify required participants and schedule the meeting;
2. Prepare and circulate in advance of the meeting an agenda showing the meeting's objective and topics to be addressed;
3. Prepare and distribute materials or presentations for use in the meeting, as needed;
4. Lead or facilitate the meeting;
5. Document meeting notes that include meeting date, purpose, participant information, decisions taken, action items identified and any new issues raised in the meeting;
6. Circulate meeting notes to all participants within two (2) business days of the meeting date; and
7. Update the meeting notes to reflect any corrections from participants and post these to the HHS 2020 Document Library within three (3) business days of the meeting date.

The Contractor must participate in HHS 2020 Steering Committee meetings and other meetings as requested by HSD. The Contractor may be requested to prepare presentations or other materials for use in such meetings and will make presentations when requested by HSD.

## **9.8 Data Services Status Reporting**

HSD and the MMISR Project are subject to a variety of reporting requirements, including those of CMS and NM DoIT. Additionally, for the MMISR Project, some reporting is required specifically to address the Contractor's status and progress, while other reporting will address the MMISR Project as a whole. Reporting provides clear ongoing communications to Stakeholders in coordination with the State PMO concerning the status of the Project.

The Contractor must provide a report containing sufficiently detailed information to enable the State to determine the status of the DS Solution and any variance from the detailed project plan, schedule, or budget. The status report frequency will be weekly unless otherwise determined by the PMO. The status report must include, at a minimum, the following:

1. Milestones or accomplishments achieved since the last report;
2. Technical status including Deliverable status, configuration status and forecasted Deliverable status for the next reporting period;
3. Resource status including staff utilization;
4. Schedule status including task status, phases completed, schedule trends and schedule summary;
5. Comparison of actual percent complete versus scheduled for the work breakdown structure;
6. Issues, risks and resource constraints which are effecting or could affect progress including the proposed or actual resolution;
7. Proposed changes to the project work plan, reasons for the changes and approval/disapproval determination for any proposed changes; and
8. An updated detailed project work plan with approved changes highlighted.

Additionally, at a minimum, the Contractor must:

1. Deliver a weekly status report in a format agreed upon by the State detailing:
  - a. Work planned for the previous week versus work completed;

- b. Work status (red/yellow/green) by task, work breakdown structure or other category agreed upon with the State;
  - c. How and when work that was planned but not completed will be finished;
  - d. How any task with a red or yellow status will be returned to green status;
  - e. Any issues or barriers affecting timely completion of work;
  - f. Work planned for the upcoming period; and
  - g. Open action items and issues requiring resolution within the two (2) week reporting period;
- 2. Identify risks affecting work currently underway or planned for the upcoming week;
- 3. Provide input to a monthly MMISR Project status report designed for both HSD and Stakeholders (e.g., CMS, DoIT) in a format and on a schedule agreed upon with HSD that summarizes:
  - a. Work performed the previous month;
  - b. DS Solution status (red/yellow/green) by categories agreed upon with the State;
  - c. Open action items and issues relevant to the reporting period; and
  - d. DS project risks (which should appear in the MMISR Project risk matrix).
- 4. Deliver a monthly update on progress against the DS work plan reflecting actual progress against planned work, identification of any schedule slippages or impact on dependent tasks and listing the steps that will be taken to address schedule-related issues; and
- 5. When requested, provide a monthly executive-level dashboard- report summarizing DS status at the highest level in a format to be agreed upon with the State.

## **9.9 Data Services Project Document Library**

HSD hosts and maintains a secured SharePoint principal repository (the HHS 2020 Document Library) that encompasses documentation for HHS 2020. HSD maintains action item lists, issue lists, the risk log, the integrated master schedule, budget and financial documents, various management plans and other project management documents in the Document Library. All documents related to procurements and to subsequent service/solution delivery will reside in the Document Library.



The Contractor will post to the HHS 2020 Document Library all documents associated with work under this contract, including:

1. Draft and final deliverables;
2. Templates;
3. DS work plan;
4. Status reports;
5. Meeting-related documentation (e.g., agendas, meeting materials, presentations, meeting notes);
6. Other working documents as needed or requested by HSD (including change control logs); and
7. Risk, Issue and Action Item matrices.

### **9.10 Data Services Stakeholder Collaboration**

The HHS 2020 and the MMISR involves a wide range of Stakeholders. While the SI is responsible for coordinating an integrated approach to Stakeholder collaboration, the DS Contractor must collaborate with, participate in meetings with and otherwise coordinate with Stakeholders as required and necessary to complete work under the contract resulting from this procurement.

### **9.11 Analytics Information Asset Management**

The Contractor must propose, configure and implement the proposed Solution tools to support the Project's Analytics Information Asset management requirements while integrating the Master Data Management, Metadata Management/Metadata Repository and Data Quality Management Solutions of the SI.

## **10. Training**

The Contractor must develop appropriate training documentation, in accordance with CMS EPLC requirements, for the DS Solution addressing all components. The Contractor must collaborate with the HHS 2020 PMO staff to determine the specific types of training that may need to be delivered to Enterprise staff, other MMISR contractor staff and others as appropriate. The Contractor must support development and delivery of that training.

The Contractor must ensure that all Contractor (and subcontractor) staff are trained on the DS Solution to the level needed to effectively perform their work throughout the contract life.

## **10.1 Training Plan**

The Contractor must define the approach and schedule for end-user and technical systems operation/configuration/administration training. The Contractor's Training Plan must address not only use of the DS Solution, but provide for training that will enable Enterprise Users to perform ETL functions, create cubes, design and run analytics and reports, and create user views and dashboards.

The Contractor must provide to the State and implement a Training Plan that at a minimum:

1. Outlines the necessary classes and curriculum for each class;
2. Provides a content outline to guide development of training and classroom materials;
3. Identifies attendees and instructors;
4. Provides a training schedule;
5. Provides a training and User help desk; and
6. Provides a mechanism for tracking completion of training.

## **10.2 Training Materials**

The Contractor must provide the materials for each training session. The contractor must provide content and materials, in the agreed upon formats and State approval, for each class, tailored to the DS configuration and contents.

## **10.3 Training**

The Contractor must commit to train Stakeholders on system use and train technical staff on DS administration and configuration for completion of knowledge transfer to Users. The Contractor must provide sufficient staff and updated training materials and support multiple modes of training delivery through the contract life to ensure that Contractor staff, other MMISR contract staff and HSD or other Stakeholder personnel are adequately trained on the DS tools.

## **11.Support and Maintenance**

The Contractor is required to provide all support required to operate and maintain the DS Solution over the contract life, including developing and maintaining required documentation for this life cycle phase. Contractor must deliver an approach that:

1. Ensures the DS Solution (including all components) is available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, for 99.95% of the time except for agreed-upon maintenance windows;
2. Provides real-time monitoring of the DS Solution performance and compliance;

3. Provides appropriate technical support via a help desk function available during all State business hours for Users and for other MMISR contractors to address questions or issues involving the DS Solution and DS Solution interaction across the MMISR Solution;
4. Enables prompt and insightful response to issues so that they are not only fixed, but so that they are prevented from reoccurring to the maximum extent possible;
5. Complies with service levels (e.g., response times, resolution times, performance levels) agreed upon with the State;
6. Uses rigorous change control processes and tools to ensure no changes are made without appropriate approval, testing, rollout and documentation; and
7. Employs proven, disciplined processes to ensure efficient, consistent management, operations and maintenance activities.

### **11.1 Go-Live and Stabilization Plan**

The Contractor must define and perform the steps necessary for a successful launch and subsequent stabilization of DS module. The Contractor must provide to the State a detailed task plan, including a readiness checklist, and resource assignments, to support moving DS into production.

### **11.2 Business User Manual**

The Contractor must provide a Business User Manual to guide Stakeholder staff with the functionality and contents of DS. The Contractor must provide online help and documentation that supports Stakeholder-specific business use of the system and provides guidance to end Users in correct execution of user-performed application maintenance and report configuration activities. This must include site-specific customizations and usage considerations.

### **11.3 Production Support Plan**

The Contractor must provide expert assistance to Users for the purpose of maximizing the value of the DS Solution and for knowledge transfer. The Contractor must provide written and online documentation that provides complete, detailed, accurate “as-built” specifications for DS that supports State Users in utilizing the DS module. The DS Contractor must perform routine system maintenance activities and schedules, and utilize effective techniques for trouble-shooting and correcting problems. The DS Contractor must share such information with State technical and operations staff.

### **11.4 DS in Productive Use**

The Contractor must provide a functioning DS module configured to meet the State’s functional requirements, loaded with data per the Conversion Plan, and updated regularly from source systems per the Interface Plan.

## **11.5 Stabilization Services**

The Contractor must provide the State with expert support services subsequent to Go-Live, including the identification and resolution of malfunctions and operational issues. At a minimum the Contractor must provide stabilization services that commence at Go-Live and continue into operations.

## **11.6 System Support**

The Contractor must provide the State with ongoing system support to include troubleshooting and problem resolution; assisting with software and hardware upgrades; and developing and implementing enhancements as requested and defined in Service Level Agreement documents.

## **11.7 Performance Analysis and Reporting**

The Contractor must provide performance analysis and reporting that includes, but is not limited to, the following:

1. At a frequency agreed upon with the State, periodically analyze system transaction logs and system activity reports, identify shortcomings and make recommendations to address them;
2. Generate and analyze system error log reports – including error occurrence by component, severity or impact and time to resolve – for specified reporting periods, as agreed upon with the State;
3. Analyze and report on downtime and availability for the DS module;
4. Define and develop, as necessary, user activity reports and then produce and distribute these for use;
5. Provide measurement and assessment services, including reporting and analytics, to track and measure operational performance;
6. Monitor, analyze and report (real-time or near-real-time) on workflows and service usage to ensure optimal performance and to verify service level compliance;
7. Produce other reports related to system availability, performance, mean time between failures, security breaches or faults, or other related topics as requested and as needed to effectively operate and maintain the DS module; and
8. Coordinate with the SI to provide information for managing service levels and populating an integrated performance monitoring dashboard.

## **11.8 Quality Assurance**

The Contractor must develop and integrate with the SI Master Quality Management and Quality Assurance Plan a DS Quality Management Plan covering all types of work and deliverables under the DS contract. It is extremely important to the overall MMISR Project success that DS Contractor products and processes are of the highest quality. Delays, rework or changes due to low quality products and services cannot be tolerated nor can they be accommodated in the schedule required to complete the MMISR Project.

The Contractor must finalize its draft DS QM Plan and deliver it in draft to the State no later than thirty (30) calendar days after contract award. The final DS QM Plan must be delivered and accepted no later than forty (40) business days after contract award. The plan is subject to the HSD deliverable development and review process described above.

The Contractor's State-approved DS *Quality Management Plan* must be a guide to an active, independent DS QM program throughout the contract life. The plan must include, but is not limited to, the following:

1. Reporting progress to the State regarding project corrective action plans on all deficiencies identified by the DS QM staff;
2. Conduct work groups to support and proactively engage in Continuous Process Improvement (e.g., streamlining costs, reducing risks, streamlining processes, increasing efficiency) and to measure and report on effectiveness of new approaches or processes; and
3. Regular reports on DS QM/QA activities, including but not limited to work performed, detailed analyses of DS QA/QM findings, statistics related to the findings, corrective action plans and status.

## **12. Business Continuity, Disaster Recovery and Back up**

The DS, and the MMISR Solution as a whole, are mission critical systems for HSD.

### **12.1 Business Continuity and Backup**

The Contractor must develop, document, coordinate and implement a comprehensive Business Continuity Plan that both integrates with the SI consolidated disaster recovery plan and process and commits the DS Contractor to the following:

1. Performance and storage of incremental and full system back-ups in accordance with State back-up and retention policies;
2. Compliance with State and Federal document retention requirements;
3. Maintenance of a secure and fully replicated recovery version of the DS Solution at the State's non-production data center;

4. Disaster avoidance, critical partner communications, execution of appropriate business continuity and disaster recovery activities upon discovery of a failure;
5. Timely recovery after a failure, with the ability to successfully roll back to a previous state based upon State-defined timelines;
6. Use of all necessary means to recover or generate lost system data (at Contractor's expense) as soon as possible, but no later than one (1) calendar day from the date the Contractor learns of a loss;
7. Catastrophic failure recovery, disaster recovery, back-up (with off-site storage) and rapid failover redeployment, including all stored data;
8. Meeting Recovery Point Objectives (RPO), as defined by the State, to ensure that no data within the RPO window will be lost; and
9. Meeting Recovery Time Objectives (RTO), as defined by the State, to ensure that the DS Solution is available within that timeframe.

## **12.2 Disaster Recovery and Back Up**

In accordance with the requirements found in APPENDIX H, the Contractor must develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that includes a secondary DR site. This Plan must address all CMS, DoIT, HSD and other applicable State requirements. The Contractor must update this Plan quarterly, at a minimum, with any required changes to its architecture, application inventory, procedures and processes and the DR Plan must be tested at least annually with documented results.

The Contractor must perform and manage all system back-up activities in accordance with the State's policies and requirements, including regular testing of restore procedures, and performing capacity management related to back-up files. The Contractor also must plan, lead and document an end-to-end disaster recovery exercise at least annually and participate in the Enterprise end-to-end disaster recovery exercise that includes failover of all components.

## **13.Data Services Hosting Transition Planning and Management**

The State may opt to have the Offeror's solution hosted at the New Mexico Department of Information Technology (DoIT) data center. A smooth and successful transition of hosting for the solution requires true collaboration and effective communication among the State, other Stakeholders and the Contractor.

Upon request the DS Contractor must develop and submit a DS Transition Plan that includes, at a minimum:

1. Proposed approach to transition;
2. Transition tasks and activities, and associated costs;

3. Personnel and level of effort in hours;
4. Transition schedule, including tasks and activities, start and end dates of each, dependencies, milestones and resources; and
5. Any requirements for State or other MMISR contractor participation.

The DS Transition Plan must take into consideration HSD-provided and other applicable State requirements. After the State has agreed upon the Contractor's DS Transition Plan, the Contractor must implement the plan to transition the solution to the DoIT data center, as *may be required by the State*.

## **14. Certification**

The Contractor must perform all services necessary to fully implement the DS Solution and to support attainment of State and Federally required Certifications as well as various compliance audits on a periodic basis. It is the stated goal of HSD that it will attain certification at MITA Level 4, and the Contractor must take all required steps to support that certification level.

### **14.1 Centers for Medicare and Medicaid Services (CMS) Certification**

The Contractor must provide necessary support and documentation in order for the proposed Solution to meet CMS certification for DS and the MMISR Project as a whole. The Contractor must create all required documentation of the DS Solution needed to support CMS Certification. The Contractor is responsible for supporting HSD through the CMS Certification of the DS module, and for taking any corrective actions, completing additional documentation, participating in meetings or presentations and such other work as may be required to ensure CMS Certification is received. The MMISR Project will follow the CMS Enterprise Performance Life Cycle (EPLC). Offerors should refer to <http://www.hhs.gov/ocio/eplc> for further information related to those requirements. Offerors also should refer to CMS Certification guidelines, updated November, 2016, at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

### **14.2 NM DoIT Certification**

The DS module, and MMISR Solution as a whole, must be certified by the Technical Architecture Review Committee (TARC) prior to entering development. The Contractor must complete all required documents to be submitted to the TARC, support the HHS 2020 PMO staff in preparing presentation materials, address technical questions raised by the TARC and work with HSD to make adjustments, if necessary, in DS Solution plans and documentation to achieve the required certification.

The Contractor must provide comparable support as required for the TARC for each subsequent DoIT phase/gate review determined by the State to be necessary for the Project.

## APPENDIX H - DS OFFEROR AND CONTRACTOR REQUIREMENTS

The DS Contractor for this NM MMISR Project must ensure that the new system (and its Solution) meets all applicable State and Federal requirements and standards, including but not limited to those listed in this APPENDIX and those in APPENDIX G. The requirements contained herein will extend through the life of the Project and the DS contract issued pursuant to this RFP. The RFP as a whole is intended to provide clarity of the State's vision for the Project solution. Offerors should consider the entire RFP when providing responses to the requirements listed herein.

Offerors must respond to the requirements in a requirement/response format, and **must** present its cross-referenced response to the requirements in the order in which they are presented below. Offers also **must** respond to the questions that follow the numbered requirements.

Offers will note that instead of the typical historical MMIS requirements that specify the manner and process by which things are to be done, the requirements contained herein have been written to focus on desired outcomes; i.e., instead of a "how" focus, the focus is on "what." The State is not dictating the Offeror's Solution; it is interested in securing a DS Contractor that brings leading edge services and technology that responds to the State's goals and desired outcomes and offers change improvement coupled with low risk. Offerors should understand that a request for "description of how its Solution will..." is in effect a performance requirement and expectation of the Offeror's Solution.

The State seeks a DS Contractor that will enable the State and CMS to achieve a best-in-breed MMIS through faster performance, cheaper hosting costs, adaptability and use of open APIs and leveraged experience from similar projects elsewhere.

**Requirements can be found on the following pages.**



## Requirements

Objective Category	Requirement Number	Requirement
Strategy and Project Management	1.01	<p>Offeror shall describe how its proposed Solution will establish and manage the planning and implementation processes necessary to move successfully through the development lifecycle, including, but not limited to:</p> <ol style="list-style-type: none"> <li>1) Scheduling a release date appropriate to HSD; (in collaboration with the HHS 2020 PMO staff);</li> <li>2) Creating a baseline for the DS module release using an agreed-upon configuration control tool and process;</li> <li>3) Migrating the DS module release to production;</li> <li>4) Testing and verifying the DS module's operational readiness;</li> <li>5) If necessary, due to partial or full failure of the DS rollout, executing the planned approach to roll back and to recover operations until the DS module can be successfully implemented; and</li> <li>6) Implementing system diagnostics and tools to provide automatic system monitoring.</li> </ol>
Strategy and Project Management	1.02	<p>Offeror shall describe its proposed Solution's history of implementing and maintaining effective business intelligence (BI) and advanced analytic tools in a health care environment.</p>
Strategy and Project Management	1.03	<p>Offeror shall describe how its proposed Solution will provide for timely and successful installation of DS tools in collaboration with the SI Contractor. Offeror must acknowledge its responsibility to incorporate new data sources from the other module Contractors and Stakeholders.</p>

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Strategy and Project Management	1.04	Offeror shall describe how its proposed Solution will identify, procure, inventory, track and transfer to the State, or its designee, all licenses, leases, software, middleware and other related infrastructure required for the complete operation of the data services application, within ninety (90) days of receipt of a transfer request from the State.
Strategy and Project Management	1.05	Offeror shall describe how its proposed Solution will ensure that Offeror has sufficient, appropriately trained and experienced staff to successfully design and operate both the business and technical functions of the DS module from contract execution through maintenance and operations.
Strategy and Project Management	1.06	Offeror shall describe how its proposed Solution prioritizes data/information reports, data extract requests and service requests to meet the needs of authorized Users and other Enterprise Contractors.
Strategy and Project Management	1.07	Offeror shall describe how its proposed Solution will provide and implement a plan to achieve increasing levels of data quality and management maturity.
Strategy and Project Management	1.08	Offeror shall describe how its proposed Solution will provide full access to work products at all stages of DS Module development and operations to HSD, the IV&V Contractor and/or any oversight agent designated by the State or CMS.

Objective Category	Requirement Number	Requirement
Strategy and Project Management	1.09	<p>Offeror shall describe how its proposed Solution will result in provision and maintenance of documentation for all phases of the DS Project, including certification. Offeror's proposal shall contain a commitment to store on the State Microsoft SharePoint site HHS 2020 Document Library or other such designated tool all project artifacts and documents including:</p> <ol style="list-style-type: none"> <li>1) Draft and final deliverables;</li> <li>2) Templates (for dashboards and reports that can be modified and saved by the user);</li> <li>3) DS work plan and status reports;</li> <li>4) Reports and assessments of software quality assurance metrics;</li> <li>5) Meeting-related documentation (e.g., agendas, meeting materials, presentations, meeting notes); and</li> <li>6) Other working documents as needed or as requested by HSD (e.g., test plans and assessments, records of change requests, risk and remediation reports).</li> <li>7) Offeror shall acknowledge in its proposal its responsibility to develop and update required documentation for the Solution for the following CMS EPLC phases: Planning (Configurations Management Plan), Requirements Analysis, Design, Development, Test, Operations and Implementation.</li> </ol>
Strategy and Project Management	1.10	<p>Offeror shall describe how it will perform all programming and configuration work necessary to implement all approved DS designs including efficient, standardized coding methodologies, coding and configuration checklists, standards appropriate to the solution, conducting code and configuration walkthroughs and reviews with HSD technical staff and with other Contractors as needed or as requested.</p>

Objective Category	Requirement Number	Requirement
Strategy and Project Management	1.11	<p>Offeror shall commit to conducting, and integrating with master SI processes, Project-wide processes as they relate to DS, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Scope Management</li> <li>• Requirements Management and Traceability Matrix</li> <li>• Solution Management</li> <li>• Quality Management/Quality Assurance</li> <li>• Resource and Integration Asset Management</li> <li>• Schedule Management</li> <li>• Stakeholder Management and Collaboration</li> <li>• Communications Management</li> <li>• Project Change Management</li> <li>• Risk, Issue and Action Item Management and Contingency</li> <li>• Configuration Management</li> <li>• Test Planning</li> <li>• Data Conversion Planning</li> <li>• Security Management/Privacy Planning</li> <li>• WBS/Schedule and Reporting</li> <li>• Release Planning</li> <li>• Disaster Recovery Plan (DRP) and Business Continuity Planning</li> <li>• Implementation/Migration/Transition Planning and Management</li> <li>• Meeting Planning and Administration</li> <li>• Document/Deliverable Management Planning</li> <li>• Training/Knowledge Transfer Planning</li> <li>• Disengagement Transition Plan</li> <li>• Certification Planning</li> </ul>

Objective Category	Requirement Number	Requirement
Strategy and Project Management	1.12	Offeror shall describe how its proposed Solution will provide for coordination, integration with master SI processes and escalation capabilities for changes, risks, action items, issues, system failures or recovery issues that meet the State's need for notice, approval acceptance and prompt action.
Strategy and Project Management	1.13	Offeror shall describe how its proposed Solution will include a Disengagement Transition Plan. Offeror shall describe its experience with and recommended approach for a Disengagement Transition Plan and commit to update such Plan as needed. Offeror is expected to exercise best efforts and cooperate fully to effect an orderly transition and commitment to a no cost resolution of any malfunctions or omissions identified by the State as critical throughout the transition period and up to ninety (90) days after contract termination.
Strategy and Project Management	1.14	Offeror shall describe how its proposed Solution provides a flexible design and approach whereby additional functional area analytics can be added without stress or interruption to the solution.

Objective Category	Requirement Number	Requirement
Strategy and Project Management	1.15	<p>Offeror shall describe how its proposed Solution will result in the development of quality assurance (QA) measures and functions which:</p> <ul style="list-style-type: none"> <li>a. Implement a State approved Quality Management Plan to guide an active, independent QM program throughout the contract life;</li> <li>b. Report progress to the State regarding corrective action plans on all deficiencies identified by the QM staff;</li> <li>c. Conduct working groups to support continuous performance improvement (e.g., streamline costs, reduce risks, streamline processes, increase efficiency) and measure and report on effectiveness of new approaches or processes; and</li> <li>d. Report regularly upon QM/QA activities, including but not limited to work performed, detailed analyses of QA/QM findings, statistics related to findings, corrective action plans, and status of actions and improvements.</li> </ul>
Strategy and Project Management	1.16	<p>Offeror shall describe how its proposed Solution will effectively address the HHS 2020 vision and the chosen approach to MMISR, while identifying risks or trade-offs and making informed recommendations for an approach that blends the “best” use of technology and related processes with cost-effective implementation, maintenance and operation, including consideration of sustainability, flexibility, maximized reuse and interoperability.</p>

Objective Category	Requirement Number	Requirement
Strategy and Project Management	1.17	Offeror shall describe how its proposed Solution will assist the State in documenting business processes as described by CMS with respect to MITA. Offeror shall acknowledge, in its proposal, an understanding that the State expects to achieve MITA Level IV by the end of the HHS 2020 project and that it is obligated to work with the State on achievement of Level IV.
Strategy and Project Management	1.18	Offeror shall describe the approach of its proposed Solution to design (including sourcing, modeling, visualizing), develop, test and implement a subject area analytics or reporting capability.
Strategy and Project Management	1.19	Offeror shall describe how its proposed Solution will meet the State's need for flexible, expandable, scalable architecture. Offeror shall acknowledge its responsibility to conduct both architecture and design walkthroughs with the State (as outlined in Appendix G).
Strategy and Project Management	1.20	Offeror shall describe how its proposed service delivery Solution will minimize risk of service disruption and optimize project success. Offeror shall describe its processes for risk analysis, risk mitigation, and integration of any DS subcontractors in a manner that ensures a seamless Solution.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Strategy and Project Management	1.21	<p>Offeror shall describe how its proposed Solution will deliver for acceptance by the State a Readiness Assessment that accurately measures systems status and readiness, workload capacity, interface integration and operational readiness. Offeror shall acknowledge its obligation to satisfactorily demonstrate readiness to the State and its IV&amp;V Contractor prior to operation, and acknowledge that the State and its IV&amp;V Contractor will conduct independent testing to assess readiness. Offeror shall describe its plan to accept, coordinate and cooperate with such testing.</p>
Strategy and Project Management	1.22	<p>Offeror shall describe how its proposed Solution will produce, and integrate with the master SI requirements processes, a Requirements Specification Document that will meet HSD specifications and a Requirements Traceability Matrix from requirement specification through testing, production, and certification. Offeror shall acknowledge its responsibility to keep these documents current and available for review by the State, the IV&amp;V Contractor, and CMS or its agents.</p>
Strategy and Project Management	1.23	<p>Offeror shall describe how its proposed Solution will allow for changes, enhancements and updates to DS Module components, workflows and business processes for better and more efficient alignment with the HHS 2020 Enterprise Architecture and the component needs of the State, at no additional cost to the State and without degradation to core solution responsibilities and without negative impact to other module Contractors.</p>



<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Strategy and Project Management	1.24	Offeror shall describe how its proposed Solution will provide continuous improvement (CI) for both the DS Solution and related business processes. Offeror's CI program must include code reviews, testing of code quality and use of automated tools.
Strategy and Project Management	1.25	Offeror shall describe how its proposed Solution will provide the ability to rapidly develop subject area analytics that require data that have been obtained from multiple sources. Offeror should describe its project methodology of choice for this requirement.
Strategy and Project Management	1.26	Offeror shall describe how its proposed Solution will leverage the SI's infrastructure, and how Offeror will coordinate implementation with the SI Contractor.
Strategy and Project Management	1.27	Offeror shall describe its proposed Solution deployment methodology, its communication and change management plans, and its approach it will use for implementing functional areas of the Enterprise that may be released at different stages of project implementation.
Strategy and Project Management	1.28	Offeror shall describe how its proposed Solution will engage Stakeholders in developing subject area analytics solutions.
Strategy and Project Management	1.29	Offeror shall describe how its proposed Solution will monitor its software, systems and processes for Quality Assurance assessment.
Strategy and Project Management	1.30	Offeror shall describe the incident monitoring and reporting systems that will be provided and managed by its Solution. Offeror shall describe its Solution capabilities for robust defect detection, reporting and remediation.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Strategy and Project Management	1.31	Offeror shall describe the approach it will use for management of its Solution for operations, coordination with the State and other modules, and its approach to upgrading capabilities for more efficient operations.
Strategy and Project Management	1.32	Offeror shall describe how it will work with the SI to evaluate and integrate its QM/QA plans and efforts into the master plan, and how it will assist the State in ensuring that SQA tools, such as Integrated Development Environments (IDEs) are utilized. Offeror's Solution should utilize tools such as Automated Code Review (ACR) and Continuous Integration (CI) to design, develop, test, and integrate with other software.
Requirements	2.01	Offeror shall define the tools and capabilities that will be included in its recommended Solution that are used for design, development, testing, implementation, maintenance and operation of the DS module.
Requirements	2.02	Offeror shall describe how its proposed Solution will analyze current and projected data requirements.
Requirements	2.03	Offeror shall acknowledge its responsibility to adhere to and comply with the requirements contained herein and in the Statement of Work.
Requirements	2.04	Offeror shall acknowledge its responsibility to develop and update all required documentation for the following CMS EPLC phases: Planning (Configuration Management Plan), Requirements Analysis, Design, Development, Test, Implementation and Operations. Offeror's proposal must contain a commitment to store documentation on the State Microsoft SharePoint site HHS 2020 Document Library (unless otherwise directed by HSD).

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Requirements	2.05	Offeror shall acknowledge that the services provided by Offeror's Solution will be made available to the State, Enterprise partners, State Contractors and other module Contractors without charge or a fee throughout all stages of development and operations.
System Design and Architecture	3.01	Offeror shall describe and depict its proposed architecture Solution (platform, tools, products) it will use for the DS module. Offeror must describe the tools and plans it will use for data storage, and ensure that data can be moved rapidly from storage environments to reporting.
System Design and Architecture	3.02	Offeror shall describe how its proposed Solution will ensure that an authorized User will have the tools to intuitively modify and update reports so that data elements, fields, or values can be added, changed or updated, and the lengths of data fields can be expanded as required by the State.
System Design and Architecture	3.03	Offeror shall describe how its proposed Solution accesses data across locales and minimizes data duplication.
System Design and Architecture	3.04	Offeror shall describe how its proposed Solution will establish a best of breed methodology, tools set, and automation for operational and ad-hoc report approval, production and prioritization.
System Design and Architecture	3.05	Offeror shall describe its proposed Solution for backup and recovery processes.
System Design and Architecture	3.06	Offeror shall describe how its proposed Solution will provide authorized users with Business Intelligence (BI) tools that are powerful, intuitive and simple to use. Offeror shall describe key features of the proposed tools.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
System Design and Architecture	3.07	Offeror shall describe how its proposed Solution will maintain one hundred (100%) percent availability of the database for reporting and querying 24 hours a day, 7 days a week, 365 days a year other than scheduled and approved downtime.
System Design and Architecture	3.08	Offeror shall describe how its proposed Solution will be an Enterprise solution and one that will comply with CMS guidance on modularity and integration.
System Design and Architecture	3.09	Offeror shall describe how its proposed Solution will provide Users with access to information, regardless of the source, on member data.
System Design and Architecture	3.10	Offeror shall describe how its proposed Solution will utilize load balancing to enhance capability and capacity.
System Design and Architecture	3.11	Offeror shall describe how its proposed Solution will prevent deletions of data or damage to data as a result of report production.
System Design and Architecture	3.12	Offeror shall describe how its proposed Solution will scale, optimize performance, and maintain data recovery capacity for an eight (8) year operational period.
System Design and Architecture	3.13	Offeror shall describe how its proposed Solution will provide analytic applications (i.e., hosted remotely, hosted in the IP, or provided as Software-as-a-Service).
System Design and Architecture	3.14	Offeror shall describe its proposed Solution for management, including management of reporting and visualization artifacts, security and audit, information assets, database and integration.

Objective Category	Requirement Number	Requirement
System Design and Architecture	3.15	Offeror shall describe how its proposed Solution will provide modeling tools to enable Users to share the same system-of-record semantic model and metadata. Offeror will be expected to provide a robust and centralized way for technical and business Users to search, capture, store, reuse and publish metadata objects, such as dimensions, hierarchies, measures, performance metrics/key performance indicators (KPIs) and report layout objects, parameters and etc.
System Design and Architecture	3.16	Offeror shall acknowledge that platform and/or other hardware costs will be included in its service delivery model irrespective of where it will be hosted. Offeror shall acknowledge that the State will not separately reimburse for hardware or platform costs that are required to deliver the Offeror's proposed solution.
System Design and Architecture	3.17	Offeror is encouraged, but is not required, to use Microsoft Office Suite, Microsoft Visio, Microsoft Project or other such designated tools. Offeror will use tools that are compatible with Microsoft products if Offeror proposes not to use Microsoft products.
System Design and Architecture	3.18	Offeror shall describe how its proposed Solution will be capable of handling the anticipated data volumes for the Enterprise.

Objective Category	Requirement Number	Requirement
System Design and Architecture	3.19	<p>Offeror shall describe how its proposed Solution will provide for a test failover of all its modular components in a manner that is acceptable to the State no less than annually. Offeror shall acknowledge its responsibility to coordinate its testing with the SI Contractor and the other MMISR module Contractors.</p> <p>Offeror shall describe how its proposed Solution will provide fault tolerance and failure prevention. Offeror shall describe how, in the event of a failure, its Solution will:</p> <ul style="list-style-type: none"> <li>• deliver critical partner communication;</li> <li>• execute appropriate business continuity and disaster recovery activities;</li> <li>• deliver immediate post-failure integration recovery services with the ability to successfully rollback to a previous state; and</li> <li>• Use all necessary means to recover or generate lost system data (at Contractor's expense) as soon as possible from the time Contractor learns of the failure or loss of data.</li> </ul>
System Design and Architecture	3.20	<p>Offeror shall describe how its proposed Solution will use all necessary means to recover or regenerate lost System Data (at the Offeror's expense) as soon as practical but no later than 24 hours from the date the Contractor learns of the loss.</p>
System Design and Architecture	3.21	<p>Offeror shall describe how its proposed Solution will provide the ability to distribute entire reports or selected components of a report to an individual or group.</p>

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
System Design and Architecture	3.22	Offeror shall describe how its proposed Solution will identify and update report templates that are impacted when changes occur in data structure.
System Design and Architecture	3.23	Offeror shall describe how its proposed Solution will optimize response time (in terms of network speed and data production) with complex criteria queries.
System Design and Architecture	3.24	Offeror shall describe how its proposed Solution will provide for rolling data storage and duration of reports online and is available online for not less than seventy-two (72) months.
System Design and Architecture	3.25	Offeror shall describe how its proposed Solution will provide the ability to report or display system generated alerts by alert type.
System Design and Architecture	3.26	Offeror shall describe how its proposed Solution will provide real time results for both reports and dashboards based on data extracts from both internal and external data sources.
System Design and Architecture	3.27	Offeror shall describe how its proposed Solution will provide the ability to reconcile report data against system data, identifying and alerting users of updates, possible data conflicts and determine that the data pulled is complete and unduplicated.
System Design and Architecture	3.28	Offeror shall describe how its proposed Solution will identify duplicate reports and avoid redundancy. Offeror's Solution shall notify requestor of duplication.
System Design and Architecture	3.29	Offeror shall describe how its proposed Solution will optimize the retrieval and utilization of multi-dimensional data.
System Design and Architecture	3.30	Offeror shall describe how its proposed Solution will acquire and deliver the most currently available data.
System Design and Architecture	3.31	Offeror shall describe how its proposed Solution will store and maintain data within optimized data structure(s) prior to moving off line for archival purposes.

Objective Category	Requirement Number	Requirement
System Design and Architecture	3.32	<p>Offeror shall describe how its proposed Solution will allow for storage and recovery of reports based upon User credentials. Example: The Fair Hearings Bureau of HSD needs the ability to assess fair hearings across Agencies and programs:</p> <ul style="list-style-type: none"> <li>• How many have been requested, and what is or has been the outcome;</li> <li>• MCO fair hearings activities, timelines, outcomes;</li> <li>• ASPEN and ISD hearing activities; and</li> <li>• Past Fair Hearings Bureau activities.</li> </ul>
System Design and Architecture	3.33	<p>Offeror shall describe how its proposed Solution will prevent and notify the State of run-away reports or queries that consume system resources, incur extra costs and impact other system operations.</p>
System Design and Architecture	3.34	<p>Offeror shall describe how its proposed Solution will be accessible to commonly used mobile-based technology, will provide "small-screen-friendly" views to allow practical access from tablets and smartphones developed as a native iOS, Android, or Windows Phone application or in browser-based online mode. Offeror's Solution shall provide web-enabled and application dashboards that will be optimized and available for mobile devices. Offeror shall supply a list of supported mobile OSS.</p>
System Design and Architecture	3.35	<p>Offeror shall describe how its proposed Solution will monitor, analyze and report (in real or near-real time) on report delivery workflows and actual service usage to ensure optimal performance and quality within the DS module.</p>



<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
System Design and Architecture	3.36	Offeror shall describe how its proposed Solution will operate and maintain multiple environments to facilitate versioning, upgrading, development, system integration testing (SIT), service testing, integration testing, user-acceptance-testing (UAT), quality assurance testing (QAT), production patch, production support and training.
System Design and Architecture	3.37	Offeror shall describe how its proposed Solution will provide an Enterprise-wide system performance dashboard to implement, monitor and manage performance.
System Design and Architecture	3.38	Offeror shall describe how its proposed Solution will identify and resolve quality assurance (QA) issues.
System Design and Architecture	3.39	Offeror shall describe how its proposed Solution will audit all system actions, including view only fields and records.
System Design and Architecture	3.40	Offeror shall describe how its proposed Solution will provide and maintain a full audit trail across agencies to capture and track requesting Users in order to support Integrity Audits and generate federal reports. Offeror shall describe the manner or format in which the audit trail will be maintained and its accessibility to the State.
System Design and Architecture	3.41	Offeror shall describe how its proposed Solution will allow Users to maintain and update report distribution lists.
System Design and Architecture	3.42	Offeror shall describe how its proposed Solution will import and maintain State-identified reference data bases (e.g., Census or Medicare data, commercial insurance data sets, etc.).
System Design and Architecture	3.43	Offeror shall provide, in its response, a list of all architectural artifacts that will be part of the Solution to be delivered. Such artifacts shall include conceptual, logic and physical models and such other materials required to fully explain and document Offeror's design approach.

Objective Category	Requirement Number	Requirement
System Design and Architecture	3.44	Offeror shall describe how its proposed Solution will provide toolsets to accommodate database maintenance, application security administration, service upgrade administration, API maintenance and archiving/purging of data.
System Design and Architecture	3.45	Offeror shall describe how its proposed Solution will include tools that establish and manage a logical data model, and will include standards, responsibilities, relationships, definitions, domains, keys and entity-relationship diagrams (ERDs).
System Design and Architecture	3.46	Offeror shall propose required tooling for populating and refreshing the data structures inside DS from the ESB and other required sources, as well as for an administrative dashboard. Offeror shall also propose roles and responsibilities for State participants to interact with these tools.
System Design and Architecture	3.47	Offeror shall describe how its proposed Solution will inform/extend the data models in the DS and SI Architecture, including metadata management, to minimize maintenance tasks when additional data elements are produced or required by the Enterprise.
System Design and Architecture	3.48	Offeror shall describe how its proposed Solution will have the capability to update or extend approved schemas/models to incorporate new data fields as needed or requested.
System Design and Architecture	3.49	Offeror shall describe how its proposed Solution will support physical-to-logical model mapping and rationalization of its data translation, data aggregation and data augmentation processes, and provide definition of model-to-model relationships of repository objects, data aggregation and flows utilizing graphical attribute-level mapping.

Objective Category	Requirement Number	Requirement
System Design and Architecture	3.50	Offeror shall describe how its proposed Solution will capture the data required for Business Analytics and how it will propose to acquire data not available through the platform and tools of the SI Contractor.
System Design and Architecture	3.51	Offeror shall describe how its proposed Solution will minimize maintenance tasks when additional data elements are produced or required by the Enterprise.

Objective Category	Requirement Number	Requirement
System Design and Architecture	3.52	<p>Offeror shall describe how its proposed Solution will provide for Disaster Recovery and continuity of operations. The description must include its plans for implementation and testing of the Solution's Disaster Recovery Plan (DRP) on a no less than annual basis. The annual end-to-end disaster recovery exercise shall include but not be limited to demonstration of how Offeror will:</p> <ol style="list-style-type: none"> <li>1. Perform and store incremental and full system back-ups in accordance with HSD back-up and retention policies;</li> <li>2. Comply with State and Federal document retention requirements;</li> <li>3. Maintain a secure and fully replicated disaster recovery version of the Data Services Solution;</li> <li>4. Provide for recovery after a failure, with the ability to successfully roll back to a previous state based upon State defined timelines;</li> <li>7. Recover or generate lost system data;</li> <li>8. Provide for catastrophic failure recovery, disaster recovery, back up (with off-site storage), and rapid failover redeployment;</li> <li>9. Meet Recovery Point Objectives (RPO), as defined by HSD, to ensure that no data within the RPO window will be lost; and</li> <li>10. Meet Recovery Time Objectives (RTO), as defined by HSD, to ensure that the Data Services Solution is available within that timeframe.</li> </ol>

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Governance	4.01	Offeror must acknowledge and indicate how it will enforce Data Governance policies, such as ensuring that the data covered by and processed as a result of this procurement are the exclusive property of the State and shall not be used for any purposes other than those expressly authorized by this RFP and the resulting contract. Offeror will be required to implement policies governing the fact that data may not be distributed to any third parties without the express written permission of the State.
Governance	4.02	Offeror shall describe how its proposed Solution will follow and implement Data Governance directives/policies and how it will support the enterprise Data Governance initiative of HHS 2020.
Governance	4.03	Offeror shall describe how its proposed Solution will provide an automated governance tool that complements the Project-wide governance embraced by the State.
Governance	4.04	Offeror shall describe its proposed Solution approach to information asset management and enumerate the tools required to accomplish the approach.
Security	5.01	Offeror shall describe how its proposed Solution will provide security that is consistent with the requirements of this RFP and with the standards established by the SI Contractor for all modules. Offeror shall describe how it will enforce authentication, authorization and auditing of users and roles.
Security	5.02	Offeror shall describe how its proposed Solution will identify and utilize appropriate standards, protocols, and methodologies for privacy and security audit processes, procedures, and audit trail information and how it will restrict access to the system (in a manner acceptable to the State) when anomalies are detected.

Objective Category	Requirement Number	Requirement
Security	5.03	Offeror shall describe how its proposed Solution will be in alignment with and comply with all HIPAA Privacy and any applicable Security Compliance Regulations as though it were a Covered Entity. Offeror shall acknowledge its obligation to adhere to federal and state security requirements (as outlined in Addendum 14 of this RFP), and to secure State approval of its Security Plan and Protocols.
Security	5.04	Offeror shall describe how its proposed Solution will develop and maintain safeguards to prevent unauthorized release of access, use, abuse, disclosure, disruption, modification, or destruction of data without proper State consent. Offeror shall provide assurance that its Solution will provide auditable events reporting based on compliance and SOA standards.
Security	5.05	Offeror shall describe the proposed methods that its Solution will use for removing client-identifying information from data exports and cloned databases for test regions.
Security	5.06	Offeror shall describe the proposed methods its Solution will use for providing data source metadata to be used to identify the original source of data for tracking purposes. Offeror's Solution shall include classification of data from a compliance perspective (FTI, PII, and PHI) and the ability to track data sources, original source and changes of the source throughout the data life cycle.
Security	5.07	Offeror shall describe how its proposed Solution will accomplish the following: Authentication, Authorization, Data Confidentiality, Data integrity, Privacy, Audits, and Protection against attacks (in a style consistent with SOA).

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Security	5.08	Offeror shall describe how its proposed Solution will provide interoperability between the various security solution services.
Security	5.09	Offeror shall ensure that its proposed Solution will provide encryption of all confidential data in transit and at rest.
Security	5.10	Offeror shall describe how it will meet its security obligations as described in Appendix G and how it will ensure that its subcontractors meet the same standards.
Security	5.11	Offeror shall describe how its proposed solution will provide access to current and historic data to authorized users on a need-to-know basis.
Software Plan	6.01	Offeror shall describe how it will ensure that its proposed Solution will maintain current versions and licenses for all software encompassed within its Solution, and how it will implement all patches on a timely basis.
Software Plan	6.02	Offeror shall describe how its proposed Solution will coordinate release of new versions of applications, COTS products and other major components within the DS Module in order to foster Stakeholder planning, minimize service disruption, allow for adequate testing and encourage the most efficient use of resources.
Hardware Information Plan	6.03	Offeror shall acknowledge it will be responsible for providing an accurate description of its computing environment and the hardware it will use for its Solution and will submit such a hardware plan (as described in Appendix G) to the State for review and approval.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Configure and Program DS Components	7.01	Offeror shall describe how its proposed Solution will maximize the use of configuration and configurable technology to meet the business requirements of this module and minimizes the use of customization that would complicate or prevent the application of technology or software upgrades.
Configure and Program DS Components	7.02	Offeror shall describe its approach for providing, on schedule, a tested and complete DS module ready for productive use by the Enterprise. Offeror shall describe its plans for ongoing testing and correction or improvement of modular operations.
Testing	8.01	Offeror shall describe how its proposed Solution will perform all testing phases using "de-identified" data and how the Solution will interact with other testing activities across the Enterprise. Offeror shall assure that its testing datasets will not be comprised of live production data. Offeror also shall take steps to assure that testing data or datasets will not be entered into production systems.
Testing	8.02	Offeror shall acknowledge its obligation to provide a Test Plan for testing of all module components that complies with the content requirements found in Section 8 ("Testing") of APPENDIX G of this RFP. Offeror must acknowledge that the Test Plan will be subject to State approval.
Visualization, Reports and Analytics	9.01	Offeror shall describe how its proposed Solution will enable Users to develop reports to access data in meaningful units (such as timeframes and priorities for processing User requests) and will support multiple levels of Users and data sources.
Visualization, Reports and Analytics	9.02	Offeror shall describe how its proposed Solution will produce, deliver and manage production reports.



<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Visualization, Reports and Analytics	9.03	Offeror shall describe how its proposed Solution will update report data fields as needed or requested and will provide for New Mexico-specific and user-defined report data fields for Enterprise use which will be revisable and expandable over time as necessary to support Enterprise program requirements.
Visualization, Reports and Analytics	9.04	Offeror shall describe how its proposed Solution will store previous queries for use at another time, by other Users or for promotion into production reporting.
Visualization, Reports and Analytics	9.05	Offeror shall describe how its proposed Solution will provide the User, based upon security, the tools needed to aggregate like data for analysis.
Visualization, Reports and Analytics	9.06	Offeror shall describe how its proposed Solution will provide tools for authorized Users to query data on demand, use parameters, produce and manage reports, and generate aggregated and non-aggregated reports in a variety of electronic formats (e.g., Dashboard, File, Excel, Comma Separated Values, Pipe Separated Values, Access, .txt, Word, XML, SQL access, SAS access, and PDF) with drill down and drill through capabilities.
Visualization, Reports and Analytics	9.07	Offeror shall describe how its proposed Solution will use information to assist in fiscal planning and control, and will provide the ability for Users, with the appropriate security, to perform predictive financial analysis and forecasting.
Visualization, Reports and Analytics	9.08	Offeror shall describe how its proposed Solution will enable authorized Users of varying expertise to design, schedule, and save queries and reports (such as monitoring third party avoidance) and ensures that the reports delivered will meet the requester's requirements for content, format, quality, and timelines.

Objective Category	Requirement Number	Requirement
Visualization, Reports and Analytics	9.09	Offeror shall describe how its proposed Solution will provide an intuitive Graphical User Interface (GUI). The Solution should provide features such as pop-up data windows, drag and drop functionality, quick access links for research, mechanisms that learn and remember search criteria, and provide matching information (context aware). The Solution shall provide prompts/query wizards along with standard/frequently used queries for a variety of datasets as well as the ability for advanced Users to have a choice in saving or storing queries in an individual library or making those queries "public" to any user.
Visualization, Reports and Analytics	9.10	Offeror shall describe how its proposed Solution will establish and manage qualitative analytic capabilities to include but not be limited to data summarization.
Visualization, Reports and Analytics	9.11	Offeror shall describe how its proposed Solution will enable data mining and multi-dimensional analysis in accordance with industry standard and best of breed analyses. Offeror's data-mining capabilities and techniques must be able to identify patterns, generalizations, dependencies and anomalies within Enterprise data.
Visualization, Reports and Analytics	9.12	Offeror shall describe how its proposed Solution will establish, maintain and manage reports per business area and will efficiently manages such reports.
Visualization, Reports and Analytics	9.13	Offeror shall describe how its proposed Solution will monitor and track business areas or User-defined activity and effectiveness.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Visualization, Reports and Analytics	9.14	Offeror shall describe how its proposed Solution will support and train Users in the use of its analytical and reporting tools. Offeror shall describe its approach for on-going training, technical knowledge transfer and assessment of program effectiveness.
Visualization, Reports and Analytics	9.15	Offeror shall describe how its proposed Solution will provide ready access to its Business Intelligence (BI) tools. Offeror's Solution shall incorporate standard automated work flow features and alerts.
Visualization, Reports and Analytics	9.16	Offeror shall describe how its proposed Solution will maintain and operationalize a list of scheduled reports that includes the intended business area(s) and the associated User(s).
Visualization, Reports and Analytics	9.17	Offeror shall provide assurance that its proposed Solution tools will enable measurement of programs and activities across parameterized time periods. Offeror shall describe the ability of its Solution to deliver a Results Oriented Management and Accountability (ROMA) tool, which is used for outcomes measurement of programs and interventions.
Visualization, Reports and Analytics	9.18	Offeror shall describe how its proposed Solution will provide tools to develop and maintain advanced data analytic capabilities and business intelligence which will include, but not limited to, providing metrics at-a-glance at various program levels, geospatial mapping functionality, past and predictive trending and business logic to support data availability for future analysis.

Objective Category	Requirement Number	Requirement
Visualization, Reports and Analytics	9.19	Offeror shall indicate the manner in which its proposed Solution will provide advanced capabilities such as semantic auto discovery, semantic interoperability, intelligent joins, intelligent profiling, hierarchy generation, data lineage and data blending on varied data sources, including multi-structured data.
Visualization, Reports and Analytics	9.20	Offeror shall describe how its proposed Solution will enable visual representation of data.
Visualization, Reports and Analytics	9.21	Offeror shall describe how its proposed Solution will enable Users to publish, deploy and operationalize analytic content through various output types and distribution methods, with support for content search, storytelling, scheduling and alerts.
Visualization, Reports and Analytics	9.22	Offeror shall describe how its proposed Solution will coordinate with the SI Contractor to enable discussion threads, chats and annotations.
Visualization, Reports and Analytics	9.23	Offeror shall describe how its proposed Solution will provide reporting and analytic tools to: a. Capture performance data to support continuous improvement; b. Measure and assess performance, including application performance management (APM), infrastructure performance, and resource monitoring; c. Provide real-time monitoring of solution performance and compliance; d. Monitor and manage performance for efficient operation of the DS module; and e. Use automated load testing software and repeat benchmark performance tests both periodically and prior to any change that may impact performance.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Visualization, Reports and Analytics	9.24	Offeror shall describe how its proposed Solution will support mobile technology and will enable authorized secure access to, and manipulation of, data via a mobile device.
Visualization, Reports and Analytics	9.25	Offeror shall describe how its proposed Solution will accept, store, report on and provide analytics, and will enable comparisons against data from other sources.
Visualization, Reports and Analytics	9.26	Offeror shall describe how its proposed Solution will enable assessment and reporting on client experience.
Visualization, Reports and Analytics	9.27	Offeror shall describe how its proposed Solution will enable reporting on data from other modules (Financial Services, Quality Assurance and Population Health), ASPEN and other Stakeholder systems through the ESB established and maintained by the SI Contractor.
Visualization, Reports and Analytics	9.28	Offeror shall describe how its proposed Solution will permit and allow power users the ability to build reports using programming language in addition to GUI.
Visualization, Reports and Analytics	9.29	Offeror shall describe how its proposed Solution will allow non-statistical business Users to perform mathematical or statistical calculations and mine structured data.
Visualization, Reports and Analytics	9.30	Offeror shall describe how its proposed Solution will enable Users to trend or compare information over multiple timeframes specified by the user and will display such information graphically.
Visualization, Reports and Analytics	9.31	Offeror shall describe how its proposed Solution will provide the ability to report or display an algorithm with the returned results.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Visualization, Reports and Analytics	9.32	Offeror shall describe how its proposed Solution will provide tools for enabling business and technical staff to easily access and locate metadata for specific data elements using functionality such as a keyword search function, definitions appearing automatically when hovering the pointer over a data element and the use of hot links from displays to the data definition.
Visualization, Reports and Analytics	9.33	Offeror shall describe how its proposed Solution will provide tools that allow authorized users the ability to view the results of filtered searches based on multiple criteria; will have the capability to search on multiple criteria simultaneously; and will allow Users to perform secondary and tertiary searches based on the primary and subsequent search results.
Visualization, Reports and Analytics	9.34	Offeror shall describe how its proposed Solution will provide authorized Users the ability to conduct iterative analyses (e.g., create new analytics and query the results based on the results of prior analytics and queries).
Visualization, Reports and Analytics	9.35	Offeror shall describe how its proposed Solution will provide analytic tools that reduce false-positive results based on previous results from the tools.
Visualization, Reports and Analytics	9.36	Offeror shall describe how its proposed Solution will provide analytical tools that allow an authorized user to model risk sharing, risk corridors and stop-loss arrangements.
Visualization, Reports and Analytics	9.37	Offeror shall describe how its proposed Solution will deliver "Data on Demand."
Visualization, Reports and Analytics	9.38	Offeror shall describe how its proposed Solution will provide tools to enable Users to search on groups of data without performing several unique queries.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Visualization, Reports and Analytics	9.39	Offeror shall describe how its proposed Solution will provide tools for creating an electronic mailing list.
Visualization, Reports and Analytics	9.40	Offeror shall describe how its proposed Solution will provide Users with access to an analytics library and glossary of commonly used search terms.
Visualization, Reports and Analytics	9.41	Offeror shall describe how its proposed Solution will display a query duration timer that will provide Users with the total estimated time to run and the estimated time remaining for a query.
Visualization, Reports and Analytics	9.42	Offeror shall describe how its proposed Solution will provide a configurable survey tool that will allow Users to create, distribute, collect and evaluate survey.
Visualization, Reports and Analytics	9.43	Offeror shall describe how its proposed Solution will provide an analytics, monitoring, and reporting capability that will assist in the management of its Solution end-to-end.
Visualization, Reports and Analytics	9.44	Offeror shall acknowledge the State's expectation and Offeror's obligation that it will produce all federal required reports from the DS module utilizing data in its databases and/or collecting data and reporting information from the SI, other module Contractors, or Stakeholders.
Training	10.01	Offeror shall describe how its proposed Solution will establish a methodology and commitment to provide knowledge transfer during the development and maintenance of required reports.
Training	10.02	Offeror shall describe how its proposed Solution will provide training and knowledge transfer programs for highly technical and non-technical Users across the Enterprise. Offeror shall describe its plans for assessing training effectiveness.

<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Training	10.03	Offeror shall provide samples of training materials, knowledge transfer materials and system documentation, such as user guides.
Training	10.04	Offeror shall describe how its proposed Solution will provide for initial and ongoing training and documentation; will provide knowledge transfer and will ensuring ongoing knowledge transfer as well as provide instructor-led (either online or on site) and on-demand, or self-passed training.
Training	10.05	Offeror shall describe how its proposed Solution will provide for accessible online help for Enterprise Users when using any components of the solution.
Support and Maintenance	11.01	Offeror shall describe how its proposed help desk solution will provide technical and business end user access during State business hours and will respond to help requests in a timely and effective manner.
Support and Maintenance	11.02	Offeror shall describe its proposed Solution will ensure, throughout the life of the contract resulting from this procurement, that Stakeholders will have access to Offeror Project SMEs who have expertise in healthcare analytics (both advanced and basic), use of metadata, report design and scripting, data quality and validation, creation of databases using multiple tools, cross-program reporting, and performance assessment from multiple perspectives, including outcomes, quality of service, program impact and intervention effectiveness measurement.
Certification	12.01	Offeror shall describe how its Solution will comply with all applicable Federal, State or other applicable regulations, guidance and laws, including Section 508 on ADA compliance. Offeror shall acknowledge that it is required to provide a complete Section 508 Assessment Package.



<b>Objective Category</b>	<b>Requirement Number</b>	<b>Requirement</b>
Certification	12.02	Offeror shall describe how its proposed Solution will comply with State and/or Federal system certification requirements. Offeror shall describe the proposed plan it will use for meeting the CMS Certification Requirements, MITA Maturity Levels, the Seven Conditions and Standards of CMS and the NM DoIT Technical Architecture Review Committee (TARC) Certification for each DoIT phase/gate review necessary for the project. Offeror will be required to perform all services necessary to fully implement DS and to support attainment of CMS Certification.

**In addition to responding to the numbered requirements above in this APPENDIX, Offeror is required to respond to the following:**

1. Describe at least two successful recent projects, comparable to the DS project and modular in nature, on which your organization was the prime contractor. Describe how each experience shaped your services, what lessons were learned, and what outcomes were achieved for the client's project. Address how you will leverage previous engagement experience to perform the DS Contractor role for this Project.
2. Present your proposed staffing and key personnel models for this project (as described in the Scope of Work found in APPENDIX G).
  - A. Describe how your proposed staffing model will deliver all of the required expertise (stated or implied) over the Project life, how a sufficient number of skilled staff will be deployed on the Project, and how the Project team will be structured to effectively deliver the required work. This staffing model is expected to demonstrate an understanding of DS requirements, including consideration of how DS fits within the MMISR Solution and approach, as well as how it fits within HHS 2020. Additionally, the Offeror must demonstrate an approach for accessing appropriate subject matter expertise to address project-related requirements or requirements that CMS imposes or recommends throughout the Project life.
  - B. Identify (by name and expertise) subject matter experts (SMEs) who will be part of the DS Project team. Explain what types of additional expertise are available from within the Offeror's organization and how these experts can be accessed for this project. Identify any subcontractor(s) who will participate in an awarded contract and describe its organization's experience and the role they will play in the MMISR DS Project.
  - C. Provide a resume for each Key Personnel for this project.
  - D. Provide an assurance that the Key Personnel who are proposed by Offeror will in fact be the Personnel on the project for the initial year of the contract (except due to uncontrollable circumstances defined by Offeror and agreed to by the State).
  - E. Describe how you will have sufficient resources and staff to start DS project operations within thirty (30) calendar days of contract award and to be operational within sixty (60) calendar days of award.
3. Provide a work plan timetable for DS implementation. Identify any assumptions underlying your work plan timetable and the items below from your proposal:
  - A. Approach for DS operations and maintenance;
  - B. Approach for providing HHS 2020 program management support;
  - C. Approach for providing HHS 2020 integration management support; and
  - D. Approach for technology tailored to specific client projects, solution types and/or life cycle phases.
4. Explain any requirements or expectations for support from HSD personnel and/or from other MMISR Contractors or other Enterprise Stakeholders.

- 5.** Explain how your approach will enable cost-effective, high-quality DS operations and maintenance and ensure cost-effective, effective management of the Project over the life of the contract. Explain how your approach will result in satisfaction of the CMS and State expectation that Data Services will focus on ensuring the integrity and interoperability of the MMISR Project Solution architecture and cohesiveness of the modules.
- 6.** Explain your release management strategy as it relates to onboarding by HSD division, partner agencies and new modules. Your response should elaborate on your responses to Requirements 1.27 and 1.28 above.
- 7.** Describe the SLAs your firm is currently meeting under a similar service arrangement in a Medicaid or other health care or health insurance environment and indicate your willingness or unwillingness to meet such SLAs on this Project.

## APPENDIX I - SAMPLE CONTRACT

The contract in this Appendix is included as a sample of the contract the Department will issue for this procurement. Upon finalization of this procurement, the Department will award a contract based on the Department's most current approved version. Offerors may suggest changes or additions to this agreement by completing the suggested changes table in the Appendix. PSC XX-630-XXXX-XXXX  
CFDA #XX.XXX

STATE OF NEW MEXICO  
**HUMAN SERVICES DEPARTMENT**  
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES CONTRACT

Contract No. PSC XX-630-4000-XXXX

THIS INFORMATION TECHNOLOGY AGREEMENT ("Agreement" or "Contract") is made by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the "**HSD**," and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

**WHEREAS**, pursuant to the New Mexico Procurement Code, NMSA 1978, 13-1-28 et seq., and the Procurement Code Regulations, NMAC 1.4.1 et seq., the Contractor has held itself out as an expert in implementing the Scope of Work as contained herein and the HSD has selected the Contractor as the entity most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **[RFP Number and Name and the Contractor's response to such document(s) are incorporated herein by reference]**; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, 1.4.1.52 *et. seq.* the total amount of this Agreement is \$60,000.00 or more, excluding taxes;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

### **ARTICLE 1 – DEFINITIONS**

- A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the HSD.
- B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MT) to 5:30 p.m. except for federal or state holidays.

- D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the HSD or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the HSD or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the HSD, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.
- G. “CMS” shall mean the Federal Centers for Medicare and Medicaid Services.
- H. “Contract Manager” shall mean a qualified person from the HSD responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **contract manager name** or his/her Designated Representative.
- I. “Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.
- J. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- K. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- L. “DoIT” shall mean the Department of Information Technology.
- M. “DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.
- N. “Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the HSD receives the legal document, in this case, Source Code.

- O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- P. “Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the HSD's executives or his/her Designated Representative.
- Q. “GRT” shall mean New Mexico gross receipts tax.
- R. “HSD” shall mean the New Mexico Human Services Department.
- S. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- T. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the HSD.
- U. “IRS” shall mean the federal Internal Revenue Service.
- V. “ISO” shall mean the HSD ITD Information Security Officer.
- W. “ITD” shall mean the HSD Information Technology Division.
- X. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- Y. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the HSD. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- Z. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

- AA. “Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the HSD CIO to the DoIT. Under the terms of this Agreement the Project is **MMIS Replacement Project**.
- BB. “Project Manager” shall mean a Qualified person from the HSD responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be [**Insert Name**] or his/her Designated Representative.
- CC. “Qualified” means demonstrated experience performing activities and tasks with Projects.
- DD. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- EE. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- FF. “State Purchasing Agent (SPA)” shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- GG. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- HH. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- II. “Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- JJ. “Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
- KK. “Turnover Plan” means the written plan developed by the Contractor and approved by the HSD in the event that the work described in this Agreement transfers to another vendor or the HSD.

## **ARTICLE 2 SCOPE OF WORK**

Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

- A. Performance Measures. The Contractor shall perform to the satisfaction of the HSD the Performance Measures set forth in Exhibit A, as determined within the sole discretion of the HSD. In the event the Contractor fails to obtain the results described in Exhibit A, the HSD may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the HSD of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the HSD from exercising its rights pursuant to Article 6 or Article 16.
- B. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which shall not be altered or waived by the HSD without prior written approval, through the Amendment process, as defined in Article 25.
- C. License. ***[CHOICE #1 – If a software license is required, use the following language:*** Contractor hereby grants HSD a ***[CHOICE #2- If a perpetual license is required, use the following language:*** non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software:

***[CHOICE #3- If the license is required for the term of the Agreement, use the following language:*** non-exclusive, irrevocable, license to use, modify, and copy the Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.]

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the HSD as an authorized recipient of this Source Code. The Source Code shall be in magnetic form on media specified by the HSD. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current revision level. Included with the media shall be all associated documentation which will allow the HSD to top load, compile and maintain the software in the event of a Breach.



2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the HSD; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, the Contractor shall make available to the HSD: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, HSD shall have an unlimited right to use, modify and copy the Source Code and documentation.

**[CHOICE #4 – replaces ALL language in C above if no license:** Not Applicable. The Parties agree there is no License.]

D. Source Code: Not Applicable. The Parties agree there is no Source Code.

E. The HSD's Rights.

1. Rights to Software. The HSD will own all right, title, and interest in and to the HSD's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the HSD, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.
2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. Any and all data stored on the Contractor's servers or within the Contractors custody that is required to be gathered or stored to execute this Agreement, is the sole property of the HSD. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the HSD's data in any manner, or provide to any entity or person outside of the HSD without the express written authorization of the HSD.

### ARTICLE 3 – COMPENSATION

- A. Compensation Schedule. The HSD shall pay to the Contractor based upon **fixed prices for each Deliverable**, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**] including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HSD when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to performance of any services in excess of the total compensation amount listed herein.
- Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the HSD no later than ten (10) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date WILL NOT BE PAID.
- C. Taxes. The Contractor **shall not be reimbursed by the HSD for applicable New Mexico gross receipts taxes**, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s). Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the HSD harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]
- D. Retainage. The HSD shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained **may be released** to the Contractor upon Acceptance of the final Deliverable.

- E. Performance Bond. ***[CHOICE #1: If the amount of the Agreement exceeds \$1Million OR, if the Agreement is for custom developed software/application, OR for Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language:*** Contractor shall execute and deliver to HSD, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of ***[Insert Total Amount of agreed upon Performance Bond]*** in the name of the HSD. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The HSD's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor's failure to perform.

#### **ARTICLE 4 – ACCEPTANCE**

- A. Submission. Contractor will submit the final Deliverable(s) on the due date for the Deliverable(s) as required in Exhibit A, Statement of Work. Additionally, if required by the HSD, the Contractor will submit any draft versions of the Deliverable(s), or portions thereof, on a date or schedule approved by the HSD.

Upon written acceptance by the HSD of the final Deliverable(s) submitted by the Contractor, as set forth in Article 2 and Exhibit A, Contractor shall submit to HSD a Payment Invoice with a description of the Deliverable(s). Each Payment Invoice shall be for an amount up to the not-to-exceed fixed Deliverable(s) price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative, shall determine if the final Deliverable(s) provided meets specifications. No payment shall be made for any final Deliverable until the individual final Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. To Accept the Deliverable(s), the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable(s) and determine, at a minimum, that the Deliverable(s):
1. Complies with the Deliverable(s) requirements as defined in Article 2 and Exhibit A;
  2. Complies with the terms and conditions of **RFP NUMBER XXXX**;
  3. Meets the performance measures for the Deliverable(s) and this Agreement;
  4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
  5. Complies with all the requirements of this Agreement.

If the Deliverable(s) is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s), or such other period as approved by the Procuring Agency due to complexity of deliverable product.

- C. Rejection. Unless the Executive Level Representative gives notice of rejection within the Acceptance period, the final Deliverable(s) will be deemed to have been Accepted. If the final Deliverable(s) is deemed unacceptable under Quality Assurance from the date the Executive Level Representative receives the final Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection.

Upon rejection and receipt of comments, the Contractor shall have **ten (10) Business Days** to resubmit the final Deliverable(s) to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the final Deliverable(s) is Acceptable under Quality Assurance and will provide a written determination within **fifteen (15) Business Days** of receipt of the revised or amended Deliverable(s).

If the final Deliverable(s) is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor shall provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the final Deliverable(s) under the terms of this Agreement and available at law or equity.

In the event that a final Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed in breach of this Agreement. The HSD may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the HSD may terminate this Agreement.

## **ARTICLE 5 TERM**

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT and DFA/CRB.

The term of this agreement will start from [DATE], or upon DFA/CRB contract approval, whichever is later through [FOUR YEAR TERM], with four one-year optional renewals as determined by the procuring agency. The contract term, including extensions and renewals, shall not exceed eight years, except as set forth in Section 13-1-150 NMSA 1978.

## **ARTICLE 6 TERMINATION**

- A. Grounds. The HSD may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HSD's uncured, material breach of this Agreement.
- B. Change in Law/Appropriations. By the HSD, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement or at the direction of the Centers for Medicare and Medicaid Services. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- C. Notice; HSD Opportunity to Cure
1. Except as otherwise provided in Paragraph (C)(3), the HSD shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what the HSD must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the HSD does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the HSD does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Subsection B, above, "Change in Law/Appropriations", of this Agreement.
- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, or by a Turnover Plan approved by HSD, the HSD's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination, or within any time so specified by an approved Turnover Plan. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE HSD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

## **ARTICLE 7 TERMINATION MANAGEMENT**

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the HSD property, in any form, in which the HSD has an interest pursuant to the terms of this Agreement, and any and all data, Know How, Intellectual Property, inventions or property of the HSD. Such property shall include, but shall not be limited to, the most recent versions of all files, software and documentation, whether provided by HSD or created by the Contractor under this Agreement;
  2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the HSD;
  3. Continue all work required by the Agreement, in accordance with the terms of the Agreement, between the date of receipt or transmission of any notice of termination and the effective date of termination, unless and until specifically directed to immediately cease such work, in writing, by HSD. Contractor shall terminate all purchase orders or procurements and any subcontractors unless otherwise so directed by HSD, or unless necessary to complete work that HSD has not directed the Contractor to cease prior to the effective date of termination. In the event that the timeline for, or the amount of, compensation needs to be adjusted in light of a termination, the same shall be addressed in a Turnover Plan;
  4. Take such action as the HSD may direct for the protection and preservation of all property and all records, which in the sole discretion of HSD, are related to or required by this Agreement. All such items shall be immediately provided to HSD, upon request, at no cost to HSD, unless otherwise agreed to by HSD;
  5. Unless otherwise agreed to in writing by HSD, agree that HSD is not liable for any costs arising out of termination;
  6. Acknowledge that continuity in administration of government functions is the essence of this Agreement, and that in order to ensure such continuity Contractor shall cooperate fully in the closeout or transition of any activities arising pursuant to this Agreement;
  7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the HSD's receipt of program funds from any governmental agency, the Contractor shall remit to the HSD the full amount of the reduction within thirty (30) days of receipt of written request by HSD. This obligation shall survive the term of this Agreement;
  8. Should this Agreement terminate due to the Contractor's Default; the Contractor shall reimburse the HSD for all costs arising from hiring new Contractor/subcontractors if it is reasonably necessary for HSD to hire other Contractors/subcontractors to ensure continuation of the government project that is the subject of this Agreement. Such costs shall include, but not be limited to, the difference between any rates the Contractor was to receive pursuant to this Agreement and the rates charged by any replacement Contractor. Contractor shall make such payment within thirty (30) days of receipt of written request by HSD.

- This obligation shall survive the term of this Agreement;
9. In the event that this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop a Turnover Plan, if so requested by HSD. If terminated by HSD, HSD shall make such a request in the notice of termination provided to the Contractor. The Contractor shall provide the Turnover Plan in the format and in accordance with the timeline specified by HSD. The Turnover Plan provided by the Contractor to HSD shall address all issues specified by HSD. The Turnover Plan shall not be effective until and unless approved in writing by HSD.
- B. HSD. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the HSD shall:
1. Retain ownership of all work products and documentation created solely for the HSD pursuant to this Agreement; and
  2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

## **ARTICLE 8 INDEMNIFICATION**

- A. General. The Contractor shall defend, indemnify and hold harmless the HSD, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the HSD, the Risk Management Division of the New Mexico General Services Department, and the DoIT.
- B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the HSD, as necessary, to satisfy any outstanding claim that the HSD may have against the Contractor.

## **ARTICLE 9 – INTELLECTUAL PROPERTY**

- A. Ownership. Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the HSD shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or

as a result of, performance of this Agreement, shall be work made for hire and the HSD shall be considered the creator and owner of such Know How. The HSD shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the HSD without the express written authorization of the HSD. Contractor shall notify the HSD, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the HSD and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the HSD. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the HSD, Contractor hereby acknowledges and agrees to grant to the HSD and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.]

#### **ARTICLE 10 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the HSD, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the HSD based upon the Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the HSD for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the HSD shall:
1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
  2. Work with the Contractor to control the defense and settlement of the claim; and
  3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
- B. HSD Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the HSD the right to continue using the product or service and fully indemnify the HSD against all claims that may arise out of the HSD's use of the product or service;
  2. Replace or modify the product or service so that it becomes non-infringing; or



3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the HSD to the extent such modification is the cause of the claim.

## **ARTICLE 11 WARRANTIES**

- A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, the Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision(s) of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.
- B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years -] years after Acceptance by the Executive Level Representative and implementation by the HSD. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the HSD, so that the software meets the applicable specifications.

## **ARTICLE 12 CONTRACTOR PERSONNEL**

- A. Key Personnel.
  1. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the HSD. Key personnel are those individuals considered by the HSD to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Name	Role or Title

2. Process in the Event of Replacement or Diversion:
  - a. The Contractor agrees that no Key Personnel shall be diverted or replaced within the first six months of the performance of this Agreement, except for a catastrophic event such as illness, accident or death.

- b. If thereafter, one or more of the Key Personnel, for any reason, becomes or is expected to become unavailable for work under this Agreement for a continuous period exceeding twenty (20) business days, the Contractor shall immediately notify HSD and shall submit a written replacement request to HSD. Such request shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The replacement request shall contain a complete resume for the proposed substitute, as well as any other information requested by HSD that HSD deems necessary to evaluate the appropriateness of the proposed substitution and the impact of any such substitution on the performance of the Agreement. Additionally, HSD shall, upon request, be provided with a timely opportunity to interview the proposed substitute before the substitute joins the project.
- c. If, in the sole discretion of HSD, it is determined that one or more Key Personnel who have not been replaced or diverted are devoting substantially less effort to the work than originally anticipated, or if any one or more of the Key Personnel are not, in the sole opinion of HSD, meeting HSD's performance requirements, HSD shall so notify the Contractor. Upon receipt of a notification of request for replacement from HSD, the Contractor shall follow the replacement request process appearing above.
- d. Under no circumstances shall Contractor divert or otherwise replace Key Personnel without the prior written consent of HSD. In the event that any substitution of Key Personnel becomes necessary for any reason discussed above, or for any other reason, Contractor must complete the above replacement request process and must obtain the written approval of HSD, in such a manner as to ensure that prior approved substitute Key Personnel will be in place within ten (10) business days of the receipt of the replacement request notification by either the Contractor or HSD, unless otherwise agreed to in writing by HSD. Changes of Key Personnel pursuant to this Article shall not be subject to the amendment process of Article 25 herein.

B. Non-Key Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification; personnel may be replaced only with prior approval by HSD's Executive-Level Representative. For all personnel, the HSD reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to HSD approval. The HSD, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall take all necessary steps to find an acceptable and appropriate replacement person, and shall include in its status reports information on its efforts and progress in finding replacement(s) and the effect of the absence of the personnel on the progress of the

Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel.

- C. The HSD reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the HSD, meeting the HSD's expectations. Such personnel changes shall not be subject to the amendment process of Article 25 herein.

### **ARTICLE 13 STATUS OF CONTRACTOR**

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the HSD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the HSD.

### **ARTICLE 14 CHANGE MANAGEMENT**

- A. Changes. Contractor may not make changes within the Scope of Work as defined by Article 2 and Exhibit A, unless Contractor has received written approval for such changes from the Executive Level Representative, pursuant to the "Change Request Process" below.

Such changes may include, but not be limited to, deletion of deliverables or tasks as deemed appropriate by the HSD. Additionally, such changes, pursuant to this provision, may only be made to Tasks or Sub-Tasks as defined in Exhibit A and may not be made to the following, which shall only be made by amendment to the Agreement, pursuant to Article 25:

1. Deliverable requirements as outlined in Exhibit A;
2. Due date of any Deliverable as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

- B. Change Request Process. A Change Request may be initiated by either the Contractor or the HSD. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager, after consultation with the Contractor, shall draft a written Change Request for review and approval by the Executive Level Representative to include:
    - a. Name of the person requesting the change;
    - b. Summary of the required change;
    - c. Start date for the change;
    - d. Reason and necessity for change;
    - e. Elements to be altered; and
    - f. Impact of the change.
  2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

#### **ARTICLE 15 INDEPENDENT VERIFICATION AND VALIDATION**

- A. If Independent Verification and Validation (IV&V) Professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
  2. Allowing the IV&V vendor to attend the Project meetings; and
  3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

#### **ARTICLE 16 DEFAULT/BREACH**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the HSD and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the HSD and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity. This remedy shall be in addition to, and not in lieu of, any remedy exercised by the HSD pursuant to Article 7, Termination Management.

#### **ARTICLE 17 EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the HSD irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the HSD, and the Contractor consents to the HSD's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. HSD's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that HSD may have under applicable law, including, but not limited to, monetary damages.

#### **ARTICLE 18 LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the HSD to any equipment or its installation or for losses caused by the HSD's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the HSD or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

Nothing in this Agreement shall limit the Contractor's liability, if any, related to any breach of privacy or security requirements related to Confidential Information.

#### **ARTICLE 19 ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

## **ARTICLE 20 SUBCONTRACTING**

- A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the HSD. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the HSD.
- B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the HSD or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement, which may include execution of a Business Associate Agreement in substantial similarity to Exhibit B, attached, where appropriate.

## **ARTICLE 21 RELEASE**

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

## **ARTICLE 22 CONFIDENTIALITY**

Any Confidential Information provided to the Contractor by the HSD or, developed by the Contractor based on information provided by the HSD in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the HSD. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the HSD within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the HSD will result in direct, special and incidental damages.

## **ARTICLE 23 CONFLICT OF INTEREST**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1. In accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;
  2. This Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
  3. In accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
  4. This Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
  5. In accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
  6. In accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 23 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 23 were

erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 23 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 23(B).

#### **ARTICLE 24 RECORDS AND AUDIT**

- A. The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

#### **ARTICLE 25 AMENDMENT**

This Agreement, including any exhibit or appendix thereto, shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto, and the Centers for Medicare and Medicaid Services. Where required by state authorities, no amendment shall be effective or binding unless approved by all of the approval authorities. Amendments specifically subject to approval of state authorities in addition to the HSD, include but are not limited to the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

#### **ARTICLE 26 NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.



- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **ARTICLE 27 NEW MEXICO EMPLOYEES PAY EQUITY REPORTING**

- A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.
- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

- C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**ARTICLE 28 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE**

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Merger/Scope/Order. This Agreement, inclusive of any attached exhibits, schedules, or appendices, including but not limited to those specifically listed below, constitutes the entire Agreement among the parties. All agreements, covenants and understanding between the Parties have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The terms and conditions as stated in the main agreement have precedence over any potentially conflicting terms and conditions in any exhibits, schedules, or appendices attached hereto, except where the Federal Supremacy clause requires otherwise.

In the event of any conflict among the documents and materials, the following order of precedence shall apply:

1. The terms and conditions of this Agreement and its Exhibits;
2. (Other documents or agreements);
3. (Other documents or agreements).

## **ARTICLE 29 NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

### **For HSD**

[Insert: Name of Individual, Position  
Division  
E-mail Address  
Telephone Number  
Mailing Address.]

### **For CONTRACTOR**

[Insert Name of Individual, Position,  
Company Name,  
E-mail Address,  
Telephone Number,  
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

## **ARTICLE 30 GENERAL PROVISIONS**

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
  2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these

requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the HSD.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

### **ARTICLE 31 SURVIVAL**

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

[**OPTIONAL:** Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are:

Title of Document	Purpose	Surviving Term

### **ARTICLE 32 TIME**

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

### **ARTICLE 33 FORCE MAJEURE**

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

### **ARTICLE 34 DEBARMENT AND SUSPENSION**

- A. Consistent with all applicable federal and/or state laws and regulations, , as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
1. The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

2. If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the Agreement.
- C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the HSD when it requests subcontractor approval from the HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the subcontractor.

**ARTICLE 35 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS  
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

- A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.
- B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
  2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the Agreement.

### **ARTICLE 36 NON-DISCRIMINATION**

- A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.
- B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.
- D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

### **ARTICLE 37 – DRUG FREE WORKPLACE**

- A. Definitions. As used in this paragraph—
  - 1. "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.

2. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
  4. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
  5. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
  6. "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- B. The Contractor, if other than an individual, shall:
1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  2. Establish an ongoing drug-free awareness program to inform such employees about:
    - a. The dangers of drug abuse in the workplace;
    - b. The Contractor's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B. (1);
  4. Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this Agreement, the employee will:
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  5. Notify HSD in writing within 10 days after receiving notice under (B) (4) (b) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  6. Within 30 days after receiving notice under B.(4)(b) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - a. Taking appropriate personnel action against such employee, up to and including termination; or



- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- 7. Make a good faith effort to maintain a drug-free workplace through implementation of B. (1) through B. (6) of this paragraph.
- C. The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- D. In addition to other remedies available to the Procuring Agency, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

### **ARTICLE 38 FINDINGS AND SANCTIONS**

- A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.
- B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor acting pursuant to this Agreement finds were expended, or to which appropriate federal funding agencies take exception and request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations.
- C. If the HSD becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

### **ARTICLE 39 – PERFORMANCE**

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees, its subcontractors, and/or Business Associates (BA), as applicable, with the following requirements:

- A. All work will be performed under the supervision of the Contractor, the Contractor's employees, and the Contractor's subcontracted staff.
- B. Contractor agrees that, if Federal Tax Information (FTI) is introduced into Contractor's information systems, work documents, and/or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of HSD by Contractor; Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of HSD by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of

Technology, limited to PII received from or created on behalf of HSD by Contractor pursuant to the Services; all together referred to hereafter in Article 39 as Confidential Information, made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.

- C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
- D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be deleted from, or otherwise wiped, removed, or rendered unreadable or incapable of reconstitution by known means on all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded, using IRS Pub 1075 information storage safeguarding controls for FTI to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.
- E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HSD or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HSD) of the spoilage or any intermediate hard copy printouts, and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as IRS Publication 1075, HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.
- G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HSD.
- H. The Contractor will maintain a list of its personnel, subcontractors, and/or business related entities with authorized access (electronic or physical) to HSD Confidential Information. Such list will be provided to the HSD and, upon request, to the federal agencies as required.

- I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HSD upon contract start and, at a minimum, annually thereafter during the term of this Agreement.
- J. Upon request, the Contractor will provide the HSD copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HSD Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within 24 hours of their discovery.
- K. All incidents affecting the compliance, operation, or security of the HSD's Confidential Information must be reported to the HSD. The Contractor shall notify the HSD of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of 24 hours (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.
- L. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide daily updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.
- M. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HSD. Upon HSD's request, all such client files and patient records shall be returned to HSD upon HSD's request or no later than the final agreed upon termination date of this contract.

#### **ARTICLE 40 CRIMINAL/CIVIL SANCTIONS**

- A. Each officer, employee, and/or subcontractor of the Contractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by the Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- B. Each officer, employee, and/or subcontractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know may constitute a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- C. Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Furthermore, the Contractor will inform its officers and employees of the penalties imposed by the HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), and HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), which provide that any officer or employee of a contractor, who willfully discloses Protected Health Information in any manner to any person not entitled to receive it, may be subject to civil and criminal penalties of up to \$50,000 and up to one year imprisonment.
- D. Contractor agrees that granting access to Confidential Information to any individual must be preceded by certifying that each individual understands the HSD's applicable security policy and procedures for safeguarding the Confidential Information. Contractors must maintain authorizations issued to such individuals to access Confidential Information through annual recertification. The initial certification and recertification must be documented and placed in a file for the HSD's review. As part of the certification and at least annually afterwards, Contractor will be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and

procedure for reporting unauthorized disclosures and data breaches per Section 10 of IRS Publication 1075.)

#### **ARTICLE 41 INSPECTION**

The HSD and/or its regulating federal partners (such as IRS, CMS, FNS, etc.) shall have the right to send its officers and/or employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work related to Confidential Information under this contract. On the basis of such inspection, the HSD and/or regulating federal partners may communicate specific measures to be performed or met by the Contractor as may be required in cases where the Contractor is found to be noncompliant with contract safeguard.

#### **ARTICLE 42 CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS**

- A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.
- B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.
- C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HSD as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HSD Business Associate Agreement (BAA), attached hereto as Exhibit B, and incorporated herein by this reference.

#### **ARTICLE 43 CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION SECURITY**

- A. The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to assure compliance with the following regulations and standards insofar as they apply to Contractor's processing or storage of HSD's Confidential Information or other data:
  - 1. The Federal Information Security Management Act of 2002 (FISMA);
  - 2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);

3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
5. Electronic Information Exchange Security Requirements, Guidelines, And Procedures for State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
6. NMAC 1.12.20, *et seq.* “INFORMATION SECURITY OPERATION MANAGEMENT”.

#### **ARTICLE 44 ENFORCEMENT**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

#### **ARTICLE 45 AUTHORITY**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

#### **ARTICLE 46 MEDIA**

Contractor shall not release or distribute, via news media, social media, or any other consumable media source, any Agreement-related information, including but not limited to, information regarding Contractor's work under the terms of the Agreement, or the status of the work under the Agreement, without the prior express consent of HSD. The Contractor's request to release any Agreement information shall contain a copy of the specific information the Contractor is seeking approval to release and a description of the intended form of release. This provision shall survive the term of this Agreement.

**[IF APPLICABLE, ADD ANY HSD SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]**

**The remainder of this page intentionally left blank.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brent Earnest, Cabinet Secretary Human Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Insert Name of Authorized Person to sign for Contractor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Danny Sandoval, HSD Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shilo Stewart, Acting HSD Chief Information Officer

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher P. Collins, HSD General Counsel

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

CRS ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tax and Revenue Department Representative

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darryl Ackley, State CIO, Cabinet Secretary DoIT

This Agreement has been approved by the DFA Contracts Review Bureau:

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

## EXHIBIT A – SCOPE OF WORK

### I. Purpose of this Agreement:

The purpose of this agreement is to obtain the professional services of the Contractor to design, implement, maintain and operate a data services solution in order to support the Medicaid Management Information Replacement Project. The result will be a secure and cost effective solution that meets the needs of the procuring agency. The agreement is organized for this outcome and may be amended consistent with the scope of procurement in the RFP in order to meet the strategic or technical needs of the department or the overall project.

### II. Performance Measures:

#### A. HSD Performance Measures:

Per the current HSD Strategic Plan, this project directly or indirectly supports the following goals and tasks:

#### Goal 1: Promote Self-Sufficiency of our Recipients

- Task 1.1: Increase job readiness and access to sustainable employment and housing*
- Task 1.2: Increase member engagement in his/her care*
- Task 1.3: Support families' financial stability by removing barriers to child support orders and collections*

#### Goal 2: Slow the Growth Rate of Health Care Costs and Improve Health Outcomes

- Task 2.1: Implement value-based purchasing that promotes the integration of services, reduces costs, and increases quality*
- Task 2.2: Reduce service gaps through innovative delivery models that build provider capacity*
- Task 2.3: Collaborate with partners to support prevention models and reduce health disparities*
- Task 2.4: Detect and prevent fraud, waste and abuse*

#### Goal 3: Implement Person-Centric Service Models

- Task 3.1: Streamline and enhance access and engagement of constituents*
- Task 3.2: Develop a new model for delivery of public assistance programs for demonstration*

#### Goal 4: Improve Administrative Effectiveness and Simplicity

- Task 4.1: Implement paperless document management*
- Task 4.2: Execute the MMIS and CSES replacement projects*
- Task 4.3: Implement staff development plans*
- Task 4.4: Internal review of program effectiveness*



## B. Contractor Performance Measures

To be finalized by HSD.

### III. Activities.

*[Insert general description of activities related to this agreement.]*

### IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement.

Deliverable due dates refer to submission of final deliverable, not draft deliverable.

The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area.

The Parties hereby agree that the Deliverable(s) are the controlling factor and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

### **Regular Deliverables Format**

**A. Deliverable Number 1** *[Insert Name of Deliverable]*

<b><u>Deliverable Name</u></b>	<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<i>[Insert Name of Deliverable]</i>	<i>[Insert Date this Deliverable is due]</i>  Option: Due no later than XX weeks after notification of contract approval.	<ul style="list-style-type: none"> <li><i>Example:</i> Not to Exceed \$xxx Total Gross Amount (including GRT) Less Retainage Amount = \$ xxx (xx%) for payable net amount of \$xxxxxx upon HSD acceptance.</li> </ul>

<b>Task Item</b>	<b>Sub Tasks</b>	<b>Description</b>
<i>Insert Name of Task or tasks to be performed for each Deliverable.</i>	<i>Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.</i>	<ul style="list-style-type: none"> <li><i>Insert Description. Use active verbs to identify tasks and subtasks to be performed by the vendor.</i></li> <li><i>Due dates for tasks and/or subtasks should be included to assist the Procuring Agency and Contractor to monitor contract progress.</i></li> <li><i>Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable.</i></li> <li><i>The Contractor will bill the Procuring Agency per Deliverable; clear and well-defined language will assist the Procuring Agency and Contractor in determining if the Deliverable is met for payment purposes.</i></li> </ul>

### **Optional Deliverables Format**

*The following subsections can be used as guide for more specific deliverable payments. Format may or may not be accepted by DoIT or DFA. Consider this format if there are optional tasks that may not be required based on how the contract or project progresses.*

**Deliverable Number x**

<u>Deliverable Description</u>	<u>Due Date</u>	<u>Compensation</u>
<i>[Insert Name of Deliverable]</i>	<i>[Insert Date this Deliverable is due]</i>  Option: Due no later than XX weeks after notification of contract approval.	<ul style="list-style-type: none"><li><i>Example:</i> Deliverable compensation not to Exceed \$xxx Total Gross Amount (including GRT) Less Retainage Amount = \$ xxx (xx%) for payable net amount of \$xxx upon HSD acceptance.</li></ul>

Task	Sub-Tasks	Description	Fee

**Exhibit B**

**HIPAA Business Associate Agreement**

**[Most Current CMS Approved Version to Be Included Here]**

## APPENDIX J - CROSSWALK DS RFP TO CMS DRAFT RFP TEMPLATE

CMS has provided guidance on the Medicaid Enterprise Certification Toolkit (MECT) including “CMS Uniform RFP Guide, Version 4.2” and has allowed for variation in RFP creation. As NM State DS RFP was in process at the time the guidance was provided this RFP is a variation and does not follow the Uniform RFP but does include all of the sections of the MMIS Uniform RFP Guide that can be found in the Procurement Library. The table below reflects each section of the Uniform RFP Guide and where the section is addressed in this DS RFP. It is expected each vendor will review the Uniform RFP Guide in addition to reviewing this mapping.

#	Uniform RFP Guide	IP RFP Section # and Section Title
1	State Procurement Objectives	INTRODUCTION A. PURPOSE OF THIS REQUEST FOR PROPOSALS B. HHS MMISR PROJECT VISION  III. BACKGROUND INFORMATION – Business Objectives  APPENDIX G - DETAILED STATEMENT OF WORK
a	State Vision	I. HUMAN SERVICES DEPARTMENT VISION A. HHS 2020 VISION B. MMISR APPROACH  APPENDIX G - DETAILED STATEMENT OF WORK
b	Business Objectives	III. BACKGROUND INFORMATION – Business Objectives  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
2	Technology Standards	B. MMISR APPROACH 2. HHS 2020 Architecture  APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
a	CMS Requirements [Align with Seven Conditions and Standards]	B. HHS MMISR PROJECT VISION  APPENDIX G - DETAILED STATEMENT OF WORK
	1) Modularity Standard	INTRODUCTION B. HHS MMISR PROJECT VISION I. HUMAN SERVICES DEPARTMENT VISION B. MMISR APPROACH  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	2) MITA Condition	APPENDIX G – DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS

#	Uniform RFP Guide	IP RFP Section # and Section Title
	3) Industry Standards Condition	B. MMISR APPROACH 2. HHS 2020 Enterprise Architecture  I. HUMAN SERVICES DEPARTMENT VISION B. MMISR APPROACH  APPENDIX G - DETAILED STATEMENT OF WORK
	4) Leverage Condition	APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	5) Business Rules Condition	I. HUMAN SERVICES DEPARTMENT VISION B. MMISR APPROACH 1. The MMISR Modular Procurements  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	6) Reporting Condition	APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H OFFEROR AND CONTRACTOR REQUIREMENTS
	7) Interoperability Condition	INTRODUCTION- B. HHS MMISR PROJECT VISION  APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
b	State Technology Requirements [Optional]	APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
3	Scope of Work	II. CONTRACTOR ROLE  APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for DS, addressed in SI RFP
4	Cost Module and Budgeting Specifications	VI. RESPONSE SPECIFICATIONS A. COST - Offerors must complete the Cost Response as noted in APPENDIX B.  APPENDIX B – COST RESPONSE FORM
	System Integrator Considerations	n/a for DS, addressed in SI RFP
5	Project Management and Governance	I. HUMAN SERVICES DEPARTMENT VISION, D.HHS 2020 GOVERNANCE STRUCTURE  APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for DS, addressed in SI RFP
a	State Project Governance	APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS

#	Uniform RFP Guide	IP RFP Section # and Section Title
b	Vendor Project Management	APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
6	Key Personnel	APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for DS, addressed in SI RFP
7	Project Performance Standards	APPENDIX G - DETAILED STATEMENT OF WORK  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for DS, addressed in SI RFP
8	Contract Standards	APPENDIX I - SAMPLE CONTRACT
	<input type="checkbox"/> Statement of contract termination procedures;	APPENDIX I - SAMPLE CONTRACT
	<input type="checkbox"/> Statement that the prime contractor is responsible for contract performance, whether or not subcontractors are used;	IV. CONDITIONS GOVERNING THE PROCUREMENT C. GENERAL REQUIREMENTS 4. Subcontractors/Consent  APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	<input type="checkbox"/> Requirement for a statement of corporate financial stability and/or for a performance bond; and	VI RESPONSE SPECIFICATIONS, B. OTHER REQUIREMENTS  3. Financial Stability Documents 4. Performance Bond Capacity Statement
	Statement that the proposed contract will include provisions for retention of all ownership rights to the software by the State, if designed, developed, installed, or enhanced with FFP. (See 42 CFR 433.112 (b)(5) and (6), and 45 CFR 95.617(a)).	APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
9	State Procurement Process	III G. MMISR PROCUREMENT LIBRARY  IV. CONDITIONS GOVERNING THE PROCUREMENT  IV A 7. Proposal Evaluation
a	CMS Language	III G. MMISR PROCUREMENT LIBRARY  IV. CONDITIONS GOVERNING THE PROCUREMENT  IV A 7. Proposal Evaluation
	As outlined in Section 2, Chapter 11 of the State Medicaid Manual includes the following items: – Listing and description of the reference material available to the contractor for use in preparation of proposals and/or in performance of	III G. MMISR PROCUREMENT LIBRARY

#	Uniform RFP Guide	IP RFP Section # and Section Title
	the contract;	
	– Standard format and organization for the proposals including both work to be performed and cost statements; and	IV. CONDITIONS GOVERNING THE PROCUREMENT
	– Explanation of the proposal evaluation criteria and the relative importance of cost or price, technical, and other factors for purposes of proposal evaluation and contract award.	IV A 7. Proposal Evaluation