**STATE OF MAINE**

**Department of Administrative and Financial Services**

*Project Management Office*



**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

|  |  |  |
| --- | --- | --- |
| **RFP Coordinator** | **NAME:** | Ryan Newman  |
| **TITLE:** | Project Analyst |
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| *All communication regarding the RFP must be made through the RFP Coordinator.* |

|  |  |
| --- | --- |
| **Submitted Questions Due Date** | September 10, 2024, no later than 11:59 p.m., local time |
| *All questions must be received by the RFP Coordinator by the date and time listed above.*  |

|  |  |  |
| --- | --- | --- |
| **Proposal Submission Deadline** | **DATE:** | September 24, 2024, no later than 11:59 p.m., local time. |
| **TO:** | Proposals@maine.gov |
| *Proposals must be received electronically by the Office of State Procurement Services by the date and time listed above.* |

**Table of Contents**

[PUBLIC NOTICE 4](#_Toc175218505)

[RFP TERMS/ACRONYMS with DEFINITIONS 5](#_Toc175218506)

[PART I INTRODUCTION 7](#_Toc175218507)

[A. Purpose and Background 7](#_Toc175218508)

[B. General Provisions 9](#_Toc175218509)

[C. Eligibility to Submit Bids 10](#_Toc175218510)

[D. Contract Term 10](#_Toc175218511)

[E. Number of Awards 10](#_Toc175218512)

[PART II SCOPE OF SERVICES TO BE PROVIDED 11](#_Toc175218513)

[A. Project Management (PM) 11](#_Toc175218514)

[1. General PM Support: 11](#_Toc175218515)

[2. Liaison to Implementation Vendor: 11](#_Toc175218516)

[3. Liaison to Independent Verification & Validation (IV&V) Vendor: 12](#_Toc175218517)

[4. Inclusion of Additional Technical Services Activities: 12](#_Toc175218518)

[B. Organizational Change Management (OCM) 12](#_Toc175218519)

[1. OCM Plan 12](#_Toc175218520)

[2. Training Plan 13](#_Toc175218521)

[C. Reports 13](#_Toc175218522)

[PART III KEY RFP EVENTS 15](#_Toc175218523)

[A. Questions 15](#_Toc175218524)

[1. General Instructions: 15](#_Toc175218525)

[2. Question & Answer Summary: 15](#_Toc175218526)

[B. Amendments 15](#_Toc175218527)

[C. Proposal Submission 15](#_Toc175218528)

[1. Proposals Due: 15](#_Toc175218529)

[2. Delivery Instructions: 15](#_Toc175218530)

[3. Submission Format: 16](#_Toc175218531)

[PART IV PROPOSAL SUBMISSION REQUIREMENTS 17](#_Toc175218532)

[Proposal Format and Contents 17](#_Toc175218533)

[Section I Preliminary Information (File #1) 17](#_Toc175218534)

[1. Proposal Cover Page 17](#_Toc175218535)

[2. Responsible Bidder Certification 17](#_Toc175218536)

[3. Eligibility Requirements 17](#_Toc175218537)

[Section II Organization Qualifications and Experience (File #2) 17](#_Toc175218538)

[1. Overview of the Organization 17](#_Toc175218539)

[2. Subcontractors 18](#_Toc175218540)

[3. Organizational Chart 18](#_Toc175218541)

[4. Litigation 18](#_Toc175218542)

[5. Financial Viability 18](#_Toc175218543)

[6. Certificate of Insurance 18](#_Toc175218544)

[Section III Proposed Services (File #3) 18](#_Toc175218545)

[1. Services to be Provided 18](#_Toc175218546)

[Section IV Cost Proposal (File #4) 19](#_Toc175218547)

[1. General Instructions 19](#_Toc175218548)

[2. Cost Proposal Form Instructions 19](#_Toc175218549)

[PART V PROPOSAL EVALUATION AND SELECTION 20](#_Toc175218550)

[A. Evaluation Process – General Information 20](#_Toc175218551)

[B. Scoring Weights and Process 20](#_Toc175218552)

[C. Selection and Award 21](#_Toc175218553)

[D. Appeal of Contract Awards 21](#_Toc175218554)

[PART VI CONTRACT ADMINISTRATION AND CONDITIONS 22](#_Toc175218555)

[A. Contract Document 22](#_Toc175218556)

[B. Standard State Contract Provisions 22](#_Toc175218557)

[PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS 24](#_Toc175218558)

[APPENDIX A 25](#_Toc175218559)

[APPENDIX B 27](#_Toc175218560)

[APPENDIX C 29](#_Toc175218561)

[APPENDIX D 30](#_Toc175218562)

[APPENDIX E 32](#_Toc175218563)

[APPENDIX F 38](#_Toc175218564)

[APPENDIX G 39](#_Toc175218565)

[APPENDIX H 40](#_Toc175218566)

# PUBLIC NOTICE

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**State of Maine**

**Department of Administrative and Financial Services**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

The State of Maine is seeking proposals for a multi-disciplinary professional services organization to support a large-scale Medicaid Management Information System (MMIS) version modernization.

A copy of the RFP and all related documents can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the Office of State Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on September 24, 2024. Proposals will be opened the following business day.

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

# RFP TERMS/ACRONYMS with DEFINITIONS

The following terms and acronyms, as referenced in the RFP, have the meanings indicated below:

| **Term/Acronym** | **Definition** |
| --- | --- |
| **CMS** | [Centers for Medicare & Medicaid Services](https://www.cms.gov/) |
| **Commercial off the Shelf (COTS)** | A software product that is commercially for sale, lease, or license to the general public. |
| **Department** | Project Management Office |
| **Go-Live** | Production cutover of modernized Health PAS (HPAS) system. |
| **DHHS** | Maine Department of Health and Human Services |
| **Implementation Vendor** | Gainwell Technologies |
| [**Health PAS (HPAS)**](https://mainecare.maine.gov/Default.aspx) | The product name used by Implementing Vendor for their integrated COTS claims processing application. This product provides the core functionality for the Maine Integrated Health Management Solution (MIHMS). |
| **Independent Verification & Validation (IV&V)** | A comprehensive review performed by an objective third party to confirm the requirements of a system are correctly defined and the system correctly implements the required functionality and security requirements. |
| **Medicaid Enterprise System (MES)** |  An integrated set of computer systems (modules) that support the automation of all business processes associated with the management and oversight of a State Medicaid Program. |
| **Maine Integrated Health Management Solution (MIHMS)** | The Department’s comprehensive online medical claims processing and management information system. |
| **Medicaid Management Information System** **(MMIS)** | An integrated claims processing and provider reimbursement computer system used by state Medicaid Agencies to automate and manage their Medicaid and Children's Health Insurance Program (CHIP) programs. |
| **OMS** | The Department’s Office of MaineCare Services |
| **Organizational Change Management (OCM)** | A type of change management framework for managing the effect of new business processes, changes in organizational structure, or cultural changes within an enterprise. |
| **Project Management (PM)** | Focuses on planning, organizing, and overseeing a project and its resources. |
| **RFP** | Request for Proposal |
| **Structured Query Language (SQL)** | Standardized programming language used to manage relational databases and perform various operations on the data in them. |
| **State** | State of Maine |
| **System Integration Testing**  | Software testing carried out to evaluate the system’s compliance with its specified requirement. |
| **User Acceptance Testing** | A phase of software development in which the software is tested by the intended business experts. |

**State of Maine**

**Department of Administrative and Financial Services**

*Project Management Office*

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

# PART I INTRODUCTION

## Purpose and Background

The Project Management Office (Department) is seeking Project Management (PM) and Organizational Change Management (OCM) support services for the Medicaid Enterprise System (MES) Health PAS (HPAS) Modernization Process on behalf of the Maine Department of Health and Human Services (DHHS) as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

DHHS is dedicated to promoting health, safety, resiliency, and opportunity for all Maine Residents. DHHS provides supportive, preventive, protective, public health and intervention services that help families and individuals meet their needs. DHHS strives to provide these programs and services while respecting the rights and preferences of individuals and families.

DHHS’s Office of MaineCare Services (OMS) administers the State’s Medicaid program, MaineCare, which provides health insurance coverage for low-income families, adults, and children so they can access the important health care services they need to be healthy and be a part of the community through work, caring for family, going to school, and more. OMS is committed to advancing health equity efforts to improve access to care and positive health outcomes for all low-income Mainers. OMS provides benefit coverage and support services in alignment with and in support of DHHS’s goals, federal requirements, and State statutes. OMS also provides oversight necessary to ensure accountability and efficient and effective administration of the State’s Medicaid program. MaineCare is a primarily fee-for-service program.

***Current state***

DHHS’s Medicaid Management Information System (MMIS) is known as the Maine Integrated Health Management Solution (MIHMS). The MIHMS core claims processing component is referred to as HPAS Administrator. Currently, DHHS is running HPAS system version 4.8. Over the years, system updates have been made for continued operations support, including upgrading the underlying Administrator component applications, server operating system, and Structured Query Language (SQL) server database software from version 4.6 to 4.8.1 in 2012 and migration of the infrastructure to Amazon Web Services cloud in March 2021. However, the system remains out of date and highly dependent on customization. Currently, numerous MIMHS Windows application servers run Windows 2008, Windows 2014, and Windows 2016. Windows 2008 is end-of-life and no longer supported. Windows 2014 end-of-life is July 2024. These older versions are limiting the functionality, performance, and security risk mitigation of HPAS Administrator and supporting applications.

***System modernization and project goals***

DHHS plans to engage in a project with its Implementation Vendor (Gainwell Technologies) to modernize components of MIHMS with the overall goals of:

1. Enabling DHHS to more quickly, easily, and cost effectively implement programmatic initiatives, meet State and federal mandates, introduce system enhancements, improve and maintain operations, provide technical support, and maintain system security
2. Introducing user experience changes that enable DHHS staff and external users (primarily MaineCare providers) to do their work more efficiently and effectively

The Implementation Vendor plans to conduct a modernization of the “as-is” system to the latest release of its Claims, Encounters and Financials (CEF) module (equivalent to HPAS 5.x), along with a modernization of the CEF’s supporting applications:

1. FileNet – Document management and archiving
2. Cypress – Reporting and output distribution
3. Provider Enrollment
4. HPAS Provider Portal
5. Letter Manager – Automated member and provider letter distribution
6. Process Manager – Workflow management tool
7. PRIMS – Drug Rebate administration
8. EDI Gateway – Receive and Send EDI files
9. Report Manager – SQL Server Reporting System (SSRS)

The primary components of the Implementation Vendor’s modernization process are to:

* + 1. **Infrastructure Modernization:** deploy new infrastructure, including hardware, offerings, open-source software, and third-party Commercial Off the Shelf (COTS) products to align DHHS and stakeholders with the latest HPAS version.
		2. **Modernization of HPAS:** employ an incremental version modernization process to move multiple environments, through each HPAS version from 4.8 to the latest CEF version available.
		3. **Addition of New User Interfaces and Portals:** implement a new user interface (VUE360) and portal (provider, member, trading partner) as a new front-end gateway and deliver training for State users and MaineCare enrolled providers.
		4. **Remediation of Custom Maine Processes:** identify all customizations within the current version of HPAS, and in collaboration with DHHS determine which customizations are already available in CEF, which are no longer required, and which to bring forward.

In service of the above-stated goals, DHHS expects that a modernization will:

1. Allow DHHS to leverage more configuration options within the modernized system;
2. Enable DHHS to better conform with vendor software and security recommendations;
3. Result in better overall system performance; and
4. Reduce the need for Maine-specific customizations.

The modernized system must meet ongoing business and regulatory requirements and must retain or modernize all current system functions and outputs.

***Technical assistance***

The services procured under this RFP shall provide PM and OCM services to support the modernization project, both before and after Go-Live, in an efficient and effective manner, following State requirements and ensuring the highest standards of performance and customer service to the State and may require collaborative work across multiple State departments and agencies.

DHHS expects the PM and OCM services will support DHHS to meet its goals for the project and prepare DHHS staff for transition to the modernized platform. The awarded Bidder shall work closely with the OMS management team, staff, the contracted Implementation Vendor, and others as required by DHHS.

For this work, the awarded Bidder is expected to exclusively use laptops, user accounts, multi-factor authentication, virtual private network, and necessary applications, all provisioned by OIT. Further all work must comply with the entire suite of I.T. policies (Maine.Gov/oit/policies). Special attention must be paid to the following policies/procedures:

* 1. Access Control Policy
	2. Access Control Procedures for Users
	3. Security Awareness Training
	4. Rules of Behavior
	5. User Device and Commodity Applications
	6. Network Device Management
	7. Mobile Device (BYOD)

## General Provisions

* 1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
	2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
	3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
	4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
	5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
	6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
	7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.).
	8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
	9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.

## Eligibility to Submit Bids

Bidders must demonstrate at least five (5) years’ experience in the last seven (7) years managing the implementation or major upgrade of a large Medicaid or other health care information technology system in order to be eligible to submit a bid under this RFP.

Additionally, bidders may be deemed ineligible if they, their subsidiaries, or contractors are awarded the Internal Verification and Validation contract for the MES HPAS Modernization.

## Contract Term

The Department is seeking cost-efficient proposals to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. The dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Period of Performance | October 1, 2024 | September 30, 2026 |

## Number of Awards

The Department anticipates making one (1) award as a result of this RFP process.

# PART II SCOPE OF SERVICES TO BE PROVIDED

**Specific instructions for the Bidder to provide a narrative response to the Scope of Services may be found in Part IV, Section III, Services to be Provided.**

## Project Management (PM)

### General PM Support:

* + 1. Designate a single individual to act as primary project manager and provide additional staff necessary to meet the full scope of the services to be provided.
		2. Develop, maintain, and update regularly, and as requested by DHHS, a PM plan including, but not limited to:

Overall project governance,

Project communications,

Definition of project workstreams and tasks,

Project schedule,

Roles and responsibilities,

Project status reports, and

Project knowledge/information management.

* + 1. Develop and track progress against the PM plan, including action items, dependencies, risks, issues, and decisions.
		2. Develop a risk management plan and process to facilitate identification, assessment, tracking, escalation, and resolution of technical or operational issues or risks, and to document mitigation strategies.
		3. Store and organize project documentation in an efficient and effective manner for DHHS to access and navigate (e.g. Microsoft Teams.)
		4. Facilitate internal project meetings, including setting agendas, tracking action items, and taking notes.
		5. Follow up on DHHS action items.
		6. Track open questions, considerations, and requirements, including “parking lot” items to be revisited throughout the project life cycle.
		7. Prepare required Centers for Medicare & Medicaid Services (CMS) project Tall reports for review and submission by DHHS.
		8. Identify additional requests for Federal funding if and as needed and assist in developing documentation to support such requests.

### Liaison to Implementation Vendor:

* + 1. Act as primary PM liaison (project manager) to the Implementation Vendor; determine balance of responsibility with Implementation Vendor’s project manager.
			- 1. Participate in kick-off meeting with Implementation Vendor.
				2. Participate in regular project status meetings with Implementation Vendor and follow up on completion of DHHS action items as needed.
				3. Integrate the Implementation Vendor’s project plan and schedule into DHHS’s overall PM plan as appropriate.
				4. Facilitate timely DHHS review and approval of Implementation Vendor deliverables and participate in review of planning-related deliverables.
				5. Schedule and facilitate internal meetings on and capture key decisions related to requirements gathering.
				6. Participate in requirements gathering sessions with the Implementation Vendor and follow up on completion of DHHS action items as needed.
				7. Work with the Implementation Vendor to track and document remediation of all existing system customizations throughout the upgrade process, namely: replace customization with standard product functionality in upgraded platform, maintain customization in upgraded platform, or remove business need for customization.
				8. Work with the Implementation Vendor to develop a requirements traceability matrix, a record of all requirement changes or amendments, and a documented process for final requirements approval.
				9. Coordinate the development, validation, and approval of acceptance criteria and facilitate the review and approval of System Integration Testing and User Acceptance Testing test results.
				10. Ensure that the Implementation Vendor develops a comprehensive testing plan that is acceptable for DHHS and adheres to general accepted best practice.
				11. Work with DHHS and the Implementation Vendor to develop and execute an operational readiness plan to facilitate the Go-Live decision and to organize post-production technical and business process support and response.
				12. Working with the Implementation Vendor, plan and facilitate the streamlined modular certification process, if required by CMS.

### Liaison to Independent Verification & Validation (IV&V) Vendor:

* + 1. Coordinate with DHHS’s IV&V vendor to ensure appropriate access to project information, documentation, and other resources.
		2. Incorporate into the PM plan and drive execution of any action items or risk mitigation strategies derived from the work of the IV&V vendor to improve the likelihood of project success.

### Inclusion of Additional Technical Services Activities:

Act as project manager and incorporate activities into the overall PM plan, as appropriate.

## Organizational Change Management (OCM)

### OCM Plan

Develop, execute, and update regularly a milestone-based written OCM plan that supports DHHS identified users, MaineCare enrolled providers, and other interested parties to understand, prepare for, and manage the transition to the modernized system, including at a minimum:

* + - * 1. The OCM plan should include a supporting inventory of artifacts and assets as appropriate and should include an overview of supporting strategic and tactical elements.
				2. Identifying all affected internal and external users and other interested parties and the nature of the impact (e.g. business process redesign, training, communications).
				3. A communications plan for key messages, preferred communications methods and cadence throughout the project, and development and delivery of communications materials.
				4. A plan to, in coordination with DHHS identified teams, identify and document new or updated internal or external business processes necessitated by the system modernization, with strong consideration for opportunities to streamline business processes for efficiency and to align with industry best practices.
				5. A plan to monitor the efficacy of new business processes after initial Go-Live of the modernized system and to continue update business processes as needed.

### Training Plan

Support the Implementation Vendor’s development and execution of training plans for DHHS identified users and MaineCare enrolled providers, including, but not limited to:

* + - * 1. Review of training materials and facilitation of DHHS review;
				2. Identification of trainees; and
				3. Scheduling and other logistical support.

## Reports

1. Track and record all data/information necessary to complete the required reports listed in Table 1:

|  |
| --- |
| **Table 1 – Required Reports** |
| **Name of Report** | **Description** |
| **a.** | PM Plan | Initial PM plan shall include, at the least: high level project schedule, approach to project knowledge/information management, and template(s) to track action items, dependencies, risks, issues, and decisions. |
| **b.** | Risk Management Plan | Facilitates identification, assessment, tracking, escalation, and resolution of technical or operational issues or risks, and document mitigation strategies. |
| **c.** | OCM Plan | Supports DHHS identified users, MaineCare enrolled providers, and other interested parties to understand, prepare for, and manage the transition to the modernized system. |
| **d.** | Weekly Project Status Report  | Written report providing overall project health, the status of in progress and upcoming activities and milestones/deadlines, open action items, review of risks and issues, and new decisions. May be further defined in collaboration with DHHS. |
| **e.** | Steering Committee Project Status Report | Written high-level report describing, at a minimum, project health, progress toward key milestones, and key risks and mitigation strategies. May be further defined in collaboration with DHHS. |

1. Submit all the required reports to the Department in accordance with the timelines established in Table 2:

|  |
| --- |
| **Table 2 – Required Reports Timelines** |
| **Name of Report** | **Period Captured by Report**  | **Due Date**  |
| **a.** | PM Plan | Length of project | Thirty (30) calendar days after the start of the contract |
| **b.** | Risk Management Plan | Length of project | Thirty (30) calendar days after the start of the contract |
| **c.** | OCM Plan | Length of project | Sixty (60) calendar days after the start of the contract |
| **d.** | Weekly Project Status Report | Prior week | Weekly on a day to be determined jointly by the awarded Bidder and DHHS. Awarded Bidder shall prepare and deliver the project status report even if the related project status meeting is canceled, unless otherwise agreed to in advance by DHHS. |
| **e.** | Steering Committee Project Status report | Prior month | Two (2) days prior to monthly Steering Committee meetings, or on a schedule to be determined by DHHS. Awarded Bidder shall prepare and deliver the project status report even if the related project status meeting is canceled, unless otherwise agreed to in advance by DHHS. |

# PART III KEY RFP EVENTS

## Questions

### General Instructions: It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.

* + 1. Bidders and other interested parties should use **Appendix E** (Submitted Questions Form) for submission of questions. If used, the form is to be submitted as a WORD document.
		2. Questions must be submitted, by e-mail, and received by the RFP Coordinator identified on the cover page of the RFP as soon as possible but no later than the date and time specified on the RFP cover page.
		3. The RFP Number and Title must be included in the subject line of the e-mail containing the submitted questions. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.

### Question & Answer Summary: Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.

## Amendments

All amendments released in regard to the RFP will also be posted on the following website: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

## Proposal Submission

### Proposals Due: Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.

* + 1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.

### Delivery Instructions: E-mail proposal submissions must be submitted to the Office of State Procurement Services at Proposals@maine.gov.

* + 1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
			1. Proposal submission e-mails that are successfully received by the proposals@maine.gov inbox will receive an automatic reply stating as such.
		2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
		3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Bidders should work with their Information Technology team to ensure that the proposal submission will not be encrypted due to any security settings.
		4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.

### Submission Format:

* + 1. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202406125 Proposal Submission – [Bidder’s Name]”**
		2. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Responsible Bidder Form)

**Appendix C** (Eligibility to Submit Bids Form)

All required eligibility documentation stated in PART IV, Section I.

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix D** (Organization Qualifications and Experience Form)

All required information and attachments stated in PART IV, Section II.

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

**Appendix F** (Response to Proposed Services Form)

All required information and attachments stated in PART IV, Section III.

* **File 4 [Bidder’s Name] – Cost Proposal:**

*Excel format preferred*

**Appendix G** (Cost Proposal Form)

All required information and attachments stated in PART IV, Section IV.

# PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

Bidders’ proposals must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Bidders must include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

## Proposal Format and Contents

## Section I Preliminary Information (File #1)

### Proposal Cover Page

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

### Responsible Bidder Certification

Bidders must complete **Appendix B** (Responsible Bidder Certification). The Responsible Bidder Certification must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

### Eligibility Requirements

Bidders must provide documentation to demonstrate meeting eligibility requirements stated in PART I, C. of the RFP. This documentation includes:

* + 1. **Appendix C** (Eligibility to Submit Bids Form)

## Section II Organization Qualifications and Experience (File #2)

### Overview of the Organization

Bidders must complete **Appendix D** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three (3) examples of projects which demonstrate their experience and expertise in performing these services, as well as highlighting the Bidder’s stated qualifications and skills.

### Subcontractors

If subcontractors are to be used, Bidders must provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

### Organizational Chart

Bidders must provide an organizational chart.  The organizational chart must include the project being proposed.  Each position must be identified by position title and corresponding to the personnel job descriptions.

### Litigation

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

### Financial Viability

Bidders must provide a current copy of their Dun & Bradstreet Business Information Report Snapshot.

### Certificate of Insurance

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

## Section III Proposed Services (File #3)

### Services to be Provided

Bidders must complete **Appendix F** (Response to Proposed Services Form). Discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer, including a description of the methods and resources the Bidder will use and how each task involved will be accomplished. Bidders must also describe how the expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, Bidders must clearly identify the work each will perform.

|  |
| --- |
| **Required Attachments Related to Proposed Services** |
| **Attachment #:** | **Attachment Name:** |
| One (1) | Sample PM Plan, including Project Governance and PM Methodology |
| Two (2) | Sample Risk Management Plan |
| Three (3) | Sample OCM Plan |
| Four (4) | Sample Stakeholder Analysis |
| Five (5) | Sample Communications Plan |
| Six (6) | Staffing Plan, including named key team members, such as Executive Sponsor, Overall Project Manager, and OCM Lead |

Attachments 1 – 6 must be included in numerical order, as part of File 3, as outlined in PART III “Submitting the Proposal” of this RFP. These attachments will be reviewed and evaluated by the Department’s evaluation team under the Proposed Services section of this RFP.

## Section IV Cost Proposal (File #4)

### General Instructions

* + 1. Bidders must submit a cost proposal that covers the period starting October 1, 2024 and ending on September 30, 2026.
		2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
		3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

### Cost Proposal Form Instructions

Bidders must fill out **Appendix G** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in disqualification or reduction in scoring of the cost proposal, at the discretion of the Department.

# PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals will be accomplished as follows:

## Evaluation Process – General Information

* 1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
	2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
	3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations.
	4. Changes to proposals, including updating or adding information, will not be permitted during any portion of the evaluation process. Therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.

## Scoring Weights and Process

* 1. **Scoring Weights:** Proposal scores will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria:

|  |  |  |
| --- | --- | --- |
| **Section I.** | **Preliminary Information**Proposal materials to be evaluated in this section: all elements addressed in Part IV, Section I of the RFP. | **(No Points – Eligibility Requirements)** |
| **Section II.** | **Organization Qualifications and Experience** Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section II of the RFP. | **(25 points)** |
| **Section III.** | **Proposed Services** Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section III of the RFP. | **(50 points)** |
| **Section IV.** | **Cost Proposal** Proposal materials to be evaluated in this section:all elements addressed above in Part IV, Section IV of the RFP. | **(25 points)**  |

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, if applicable, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section IV, the Cost Proposal, will be scored as described below.
	2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 25 = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

## Selection and Award

* 1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
	2. Notification of conditional award selection or non-selection will be made in writing by the Department.
	3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
	4. The Department reserves the right to reject any and all proposals or to make multiple awards.

## Appeal of Contract Awards

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

# PART VI CONTRACT ADMINISTRATION AND CONDITIONS

## Contract Document

* 1. The awarded Bidder will be required to execute a [IT Service Contract (IT-SC)](https://www.maine.gov/dafs/bbm/procurementservices/sites/maine.gov.dafs.bbm.procurementservices/files/inline-files/IT%20Service%20Contract%20%28IT-SC%29%20Template_1.12.24_0.pdf)with appropriate riders as determined by the issuing department. Bidders shall carefully review the IT-SC. The IT-SC includes **Appendix E** Confidentiality and Non-Disclosure Agreement.

*All exceptions will be negotiated between the awarded Bidder(s) and the State. The State will not accept any proposed exceptions as part of this RFP process. The State is not obligated to accept, negotiate, or compromise of any proposed exceptions.*

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services’ website at the following link: [Division of Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
	2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.

## Standard State Contract Provisions

* 1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

# PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

**Appendix A** – Proposal Cover Page

**Appendix B** – Responsible Bidder Certification

**Appendix C** – Eligibility to Submit Bids Form

**Appendix D** – Qualifications and Experience Form

**Appendix E** – Confidentiality and Non-Disclosure Agreement

**Appendix F** – Response to Proposed Services Form

**Appendix G** – Cost Proposal Form

**Appendix H** – Submitted Questions Form

# APPENDIX A

**State of Maine**

**Department of Administrative and Financial Services**

**PROPOSAL COVER PAGE**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Vendor Customer Code** (for current State of Maine vendors)**:** | VC |
| **Chief Executive - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |
| ***(Provide information requested below if different from above)*** |
| **Lead Point of Contact for Proposal - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Street Address:** |  |
| **City/State/Zip:** |  |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

# APPENDIX B

**State of Maine**

**Department of Administrative and Financial Services**

**RESPONSIBLE BIDDER CERTIFICATION**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
	1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
	2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
6. *Is not a foreign adversary business entity (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*).*
7. *Is not on the list of prohibited companies (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services* [*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies) *(Title 5 §2030-B).*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

# APPENDIX C

**State of Maine**

**Department of Administrative and Financial Services**

*Project Management Office*

**ELIGIBILITY TO SUBMIT A BID FORM**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Eligibility Certification**Bidders must demonstrate at least five (5) years’ experience in the last seven (7) years managing the implementation or major upgrade of a large Medicaid or other health care information technology system in order to submit a bid under this RFP. |
| 1. Does the Bidder at least five (5) years’ experience in the last seven (7) years managing the implementation or major upgrade of large Medicaid or other health care information technology systems?
 | [ ]  Yes or [ ]  No |
| 1. Which projects demonstrate meeting the eligibility requirements in the Bidder’s response to **Appendix D**?
 | [ ]  Project One[ ]  Project Two[ ]  Project Three |
| 1. Has the bidder, their subsidiaries, or contractors been awarded the Internal Verification and Validation contract for the MES HPAS Modernization or plans to accept the contact if awarded?
 | [ ]  Yes or [ ]  No |

# APPENDIX D

**State of Maine**

**Department of Administrative and Financial Services**

*Project Management Office*

**QUALIFICATIONS and EXPERIENCE FORM**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications. Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

|  |
| --- |
| **Provide a description of projects that occurred within the past five (5) years which reflect experience and expertise needed in performing the functions described in Part II – Scope of Services to be Provided of the RFP. Contract history with the State of Maine, whether positive or negative, may be considered in evaluating proposals even if not provided by the Bidder.** |

|  |
| --- |
| **Project One** |
| **Business Reference Name:** |  |
| **Reference Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Description of Project** |
| **Project Start Date** |  | **Project End Date** |  |
|  |

|  |
| --- |
| **Project Two** |
| **Business Reference Name:** |  |
| **Reference Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Description of Project** |
| **Project Start Date** |  | **Project End Date** |  |
|  |

|  |
| --- |
| **Project Three** |
| **Business Reference Name:** |  |
| **Reference Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Description of Project** |
| **Project Start Date** |  | **Project End Date** |  |
|  |

#  APPENDIX E

**State of Maine**

**Department of Administrative and Financial Services**

*Project Management Office*

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

**THIS AGREEMENT** is hereby executed between the State of Maine (“State”), acting by and through the Maine Office of Information Technology (“OIT”) and [insert Vendor’s legal name] having a principal place of business at [insert Vendor’s legal address] (“Vendor”), in relation to services and/or products to be provided by the vendor pursuant to [insert Contract No.] (“Contract”) as of \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_\_\_(“Effective Date”).

**1. Definitions**

A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

C. Confidential Information

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

(a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;

(b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and

(c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

D. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

E. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

**2. Duty to Protect Confidential Information; Reporting Requirements**

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Vendor must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with standards established by the National Institute of Standards and Technology (“NIST”). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

**3. Discovery and Notification of Breach of Confidential Information**

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or

B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

B. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**4. Written Report**

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**5. Notification to individuals.**

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

**6. Use Restriction**

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

**7. Security Obligations**

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;

B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;

C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;

D. Vendor shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets;

E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;

F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;

G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and

H. Vendor shall use only those access rights granted by OIT.

**8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property**

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to OIT on Vendor’s letterhead a “CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY” certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

**9. Termination**

Vendor’s Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor’s Services, or, (c) termination of Vendor’s Contract, whichever occurs first. Vendor’s indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

**10. Compliance**

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney’s fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

**12. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

|  |  |
| --- | --- |
| **[Name of Vendor]:** | **State of Maine /Office of Information Technology:** |
| By: |  | By: |  |
| Printed: |  | Printed: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED**

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Vendor acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Vendor’s services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

Description of *returned* Confidential Information, electronic information or tangible property:

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Description of *destroyed* Confidential Information, electronic information or tangible property:

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| Vendor Signature |
| Vendor Name |
| Date |

# APPENDIX F

**State of Maine**

**Department of Administrative and Financial Services**

*Project Management Office*

**RESPONSE TO PROPOSED SERVICES FORM**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

**The Response to Proposed Services form may be obtained in a Word (.docx) format by double clicking on the document icon below.**

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# APPENDIX G

**State of Maine**

**Department of Administrative and Financial Services**

*Project Management Office*

**COST PROPOSAL FORM**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Proposed Cost:** | **$**  |

**Instructions:** The Bidder must complete and submit budget forms providing a detailed breakdown of expenses in performing the services for the entire period of performance as described in this RFP and in the Bidder’s proposal. The total cost amount is the proposed cost to be used in the scoring cost formula for evaluation purposes.

**The Budget Form may be obtained in an Excel (.xlsx) format by double clicking on the document icon below.**



# APPENDIX H

**State of Maine**

**Department of Administrative and Financial Services**

*Project Management Office*

**SUBMITTED QUESTIONS FORM**

**RFP# 202406125**

**Project and Organizational Change Management for Medicaid Enterprise System Health PAS Modernization Process**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary.

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
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