



**New York State Office of Mental Health
Request for Proposals for Independent Validation and Verification
("IV&V") for EMR Implementation**

Contract #C009992

This RFP and all supporting documents are located at the following URL:

<http://www.omh.ny.gov/omhweb/rfp/2014/emr/>

Bid Submission or No Bid Reply Form Due Date: July 18, 2014 at 3:00 p.m. EST.

For a complete list of Event Dates related to this RFP, please see: [5.1 Event Dates](#)

Issuing Office/Permissible Contacts: The issuing office and contact persons named below are the sole points of contact in the State for matters related to this RFP. Pursuant to State Finance Law 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between the OMH and an Offeror/Bidder during the procurement process. Please reference [Attachment J](#), Summary of the OMH Procurement Lobbying Guidelines, included with this solicitation.

OMH requests all communications be submitted in writing to the e-mail address noted below.

Attention: Lee VanApeldorn, Contract Management Specialist 2
Agency: Office of Mental Health (OMH)
Address: Consolidated Business Office (CBO), Unit N
75 New Scotland Avenue
Albany, New York 12208-3474
Phone: (518) 549-5220
E- mail: EMR-IVV-RFP@omh.ny.gov

Attention: Paul Murray, Contract Management Specialist 1
Agency: Office of Mental Health (OMH)
Address: Consolidated Business Office (CBO), Unit N
75 New Scotland Avenue
Albany, New York 12208-3474
Phone: (518) 549-5212
E- mail: EMR-IVV-RFP@omh.ny.gov

All questions or requests for clarification concerning the RFP shall be submitted in writing to the Designated Contact listed above by email by Thursday, 06/20/2014 at 5:00 p.m. EST. The questions and official answers will be posted on the OMH's IV&V for EMR RFP Website at: <http://www.omh.ny.gov/omhweb/rfp/2014/emr/> and will be limited to addressing only those questions submitted by the deadline. No questions will be answered by telephone or in person.

Table of Contents

1.0 Introduction5
 1.1 Purpose7
 1.2 Background7
 1.2.1 OMH Background7
 1.2.2 Overview of the Electronic Medical Records (EMR) Project8
2.0 Contract Objectives9
3.0 Scope of Work9
 3.1 Overview9
 3.2 Contracted Services10
 3.2.1 Provide Ongoing IV&V Consultation Services11
 3.2.1.1 Participate in EMR Project Meetings11
 3.2.2 Review and Evaluate EMR Contractor Deliverables12
 3.2.3 Report on EMR Project Status12
 3.2.4 Monitor System Enhancement Requests12
 3.2.5 Monitor EMR Contractor’s Quality Management Processes13
 3.2.6 Assess Pilot Implementations13
 3.2.7 Monitor Knowledge Transfer14
 3.2.8 Provide Ongoing Risk Management15
 3.2.9 Assess EMR Contractor and OMH/ITS Application Testing15
 3.3 Work Products16
 3.3.1 Quality Assurance Plan17
 3.3.2 IV&V Plan17
 3.3.3 Pilot Implementation Assessment Reports18
 3.3.4 Monthly and Quarterly Issues, Risk, and Project Status Reports18
 3.4 Notice of Deficiency20
4.0 Mandatory Firm and Staff Qualifications21
 4.1 Mandatory Firm Qualifications21
 4.2 Mandatory Staff Qualifications21
 4.2.1 Mandatory Qualifications: IV&V Director24
 4.2.2 Preferred Qualifications: IV&V Director25
 4.2.3 Mandatory Qualifications: IV&V Team Member26
 4.3 Legal Requirements for Bid26
 4.3.1 New York State Worker Compensation & Disability Benefits Insurance Requirements26
 4.3.1.1 Workers Compensation Requirement26
 4.3.1.2 Disability Benefit Insurance Requirement27
 4.3.1.3 General Liability Insurance Requirement28
 4.3.2 MWBE Requirements29
 4.3.2.1 General Provisions29
 4.3.2.2 Contract Goals30
 4.3.2.3 Equal Employment Opportunity (EEO)30
 4.3.2.4 MWBE Utilization Plan-Attachment L33

4.3.2.5	Waivers.....	33
4.3.2.6	Quarterly MWBE Contractor Compliance Report-Appendix A-2.....	34
4.3.2.7	Liquidated Damages - MWBE Participation.....	34
5.0	Bid Submission requirements	35
5.1	Event Dates	35
5.2	General	36
5.3	Binding Offer.....	37
5.4	Technical Proposal Mandatory Requirements.....	37
5.5	Financial Proposal Mandatory Requirements.....	40
5.6	Submission Procedures	41
5.6.1	Minimum RFP Responsiveness	41
5.6.2	Bid Submission.....	42
5.6.3	Determination/Method of Award.....	43
5.6.4	Procurement Lobbying Law	43
5.6.5	Reserved Rights	44
5.6.6	Bid Confidentiality/FOIL.....	45
5.6.7	Assurance of No Conflict of Interest or Detrimental Effect	45
5.6.8	Consultant Disclosure Legislation	46
5.6.9	Ethics.....	47
5.6.9.1	Agreement to Terms and Conditions.....	47
6.0	Criteria for Evaluation of Bids	48
6.1	General	48
6.2	Administrative Review	49
6.3	Technical Proposal Part 1 (35 Points).....	49
6.4	Firm and IV&V Staff (Including IV&V Director) Reference Checks.....	50
6.4.1	Consequences of Failed Reference Checks	50
6.5	Technical Proposal Part 2: IV&V Director Interview (15 Points).....	50
6.6	Financial Proposal (40 Points): Project Cost.....	51
6.7	Technical Proposal Part 3: Executive Presentation (10 Points)	52
6.7.1	Executive Presentation Review (Max. 8 of 10 Points)	53
6.7.2	Relevant Experience and Viability (Max. 2 of 10 Points)	53
6.7.3	Normalization of Executive Presentation Score	53
6.8	Evaluation Procedure	54
6.8.1	Level 1 – Complete, Responsive and Accurate (Pass/Fail)	55
6.8.2	Level 2 – Mandatory Requirements (Pass/Fail)	55
6.8.3	Level 3 – Technical Proposal Part 1 Evaluation (35 Points).....	56
6.8.4	Level 4 Part 1 – Firm and Staff Reference Checks (Pass/Fail)	56
6.8.5	Level 4 Part 2 – IV&V Director Interview (15 Points)	58
6.8.6	Level 5 – Financial Proposal Evaluation (40 Points)	59
6.8.7	Level 6 – Executive Presentation (10 Points)	60
6.9	Debriefing	60
6.10	OMH Protest Procedures	60
7.0	Administrative Specifications	61
7.1	Vendor Responsibility	61

7.2 Contractor Tax Certification.....61
7.3 Inquiries and Information.....61
7.4 Contract Payment.....62
8.0 Contract Boilerplate62
8.1 Parts of Agreement.....62
8.2 Terms and Conditions.....62
8.2.1 Termination62
8.2.2 Notice of Adverse Situation.....62
8.2.3 Confidentiality.....63
8.2.4 Uses of Names Publicly.....65
8.2.5 Suspension of Work.....65
9.0 Library of Attachments66

1.0 Introduction

Definitions:

Candidate – a person that is proposed for a position on the IV&V team.

Central Office – The Office of Mental Health Central Office is located at 44 Holland Avenue in Albany, NY

Contract – The agreement between OMH and the Contractor/Successful Bidder resulting from this IV&V RFP which is approved by OAG and OSC.

Contractor – The Bidder that is awarded the Contract to perform IV&V services.

Core Functions – The baseline set of OMH EMR Requirements (EMR RFP Exhibit 17 Requirements Traceability Matrix) as of the date the EMR Project began: 8/27/13.

Draft IV&V for EMR Project Plan – A sample Project Plan created by bidders to demonstrate their understanding of the EMR Project and the IV&V services required for the EMR Project.

Empire State VistA or ES VistA – the name given to the expected OMH EMR system once it is successfully deployed.

EMR – an Electronic Medical Records system. The OMH is implementing an EMR based on the open source VistA platform developed by the US Department of Veterans Affairs.

EMR Contract – The agreement between OMH and CGI, the EMR Contractor/Successful Bidder resulting from the EMR RFP that has been approved by OAG and OSC.

EMR Contractor – CGI, the bidder that has been awarded the EMR Contract

EMR Project Deliverables (also: “Deliverables”) –The list of deliverables for the entire EMR Project; set forth largely as [Attachment S](#) (EMR RFP Section 4.11). Includes project and performance milestones.

EMR RFP – The Electronic Medical Records System Request for Proposal released by the OMH on December 16, 2011, available at: <http://omh.ny.gov/omhweb/rfp/2011/emr/>

Go/No Go – a decision whether to “roll out” the Track 1 or Track 2 EMR to the remaining OMH locations. This will be made within 30 days after the completion of the Pilots for their respective Tracks.

Integration Testing – individual software and hardware modules are combined and tested as a group.

ITS – New York State Information Technology Services. Provides procurement, technical and managerial oversight and assistance for the OMH EMR Project.

IV&V Director – the Contractor’s primary point of contact and leader of the team providing IV&V services to the OMH.

IV & V Services – The list of services set forth as [3.2 Contracted Services](#)

IV & V Work Products – The list of items resulting from the performance of the IV & V Services set forth as [3.3 Work Products](#).

Methodology – A set of procedures, methods, or rules employed by a discipline such as Project Management or Quality Management.

OMH – The New York State Office of Mental Health. The Business Owner and client for the EMR Project.

OMH EMR – The OMH customized VistA application consisting of all Core Functions plus any Additional Functionality or Enhancements. (a.k.a. “Empire State VistA”)

OMH Facility – New York State Operated Psychiatric Centers. At the time of this writing, there are 23 OMH Facilities

Outpatient Locations – Approximately 310 Sites, each one affiliated with an OMH facility that provide mental health services on an Outpatient basis.

OMH Locations – All OMH Facilities, Outpatient Locations and the Central Office.

Quality – the degree to which a set of inherent characteristics meets its requirements

Quality Assurance – review quality requirements, test plans and results from quality control measurements to ensure appropriate quality standards and definitions are in place.

Quality Control – Monitor and participate in execution of quality activities (e.g., User Acceptance Tests), assess performance, record results and recommend changes.

Quality Management – The four main components of Quality Management are: Quality Planning, Quality Assurance and Quality Control and Quality Improvement.

Quality Planning – Documentation and specification of resources and procedures for ensuring consistent quality for a product or project, i.e., the OMH EMR project.

Similar Scope – The OMH will consider a project to be “Similar in Scope” to the EMR Project if it implemented a software application for an user base of greater than 3,000 users, in multiple locations, working in the fields of healthcare or manufacturing.

Staff – All IV&V team members, including the IV&V Director, which will be performing IV&V Services throughout the term of the contract that results from this RFP.

System Testing – After software Integration Testing is successfully completed, System Testing evaluates the software and hardware system's compliance with the specified requirements. It may include, but not be limited to tests of the Graphical User Interface, security, performance under high user loads, and compatibility with a variety of browsers and workstations.

Track 1 – The OMH/ITS team will implement the EMR in two tracks. In Track 1, a basic version will be deployed to all OMH facilities with minimal customization and configuration.

Track 2 – after a period of time to develop customized functions and integrate functionality not available in VistA, the complete ES VistA will be implemented to all OMH facilities and their associated outpatient locations.

User Acceptance Testing – Writing and execution of a series of scripted tests by a representative set of OMH end-users and validated/verified by the IV&V Contractor that attempt to confirm that the EMR application meets all Requirements.

VA – US Department of Veterans Affairs

VistA – Veterans Health Information Systems and Technology Architecture

1.1 Purpose

The entire EMR RFP is hereby incorporated by reference into this RFP.

The purpose of this Request for Proposals (RFP) is for the New York State Office of Mental Health (“OMH”) to procure the services of an Independent Validation and Verification (“IV&V”) Contractor (hereafter referred to as “Contractor”) to provide quality control and assurance, oversight, and risk mitigation for the OMH’s mission-critical Electronic Medical Records System (“EMR”) project. The Contractor’s primary responsibility is to evaluate the EMR Project Deliverables and advise the OMH as to whether they are acceptable in order to trigger payment to the contractor that is executing the EMR project work (“EMR Contractor”). The Contractor cannot block OMH’s acceptance of or negate OMH’s rejection of an EMR project deliverable. In addition to reviewing and evaluating EMR Project Deliverables, there are 11 (eleven) other Contracted Services, described in [3.2 Contracted Services](#), that the Contractor shall provide. Provision of these Contracted Services shall result in the delivery of 4 (four) Work Products as described in [3.3 Work Products](#). These efforts are important to ensuring that the EMR Project meets key objectives.

1.2 Background

1.2.1 OMH Background

The Office of Mental Health (OMH) is the New York State government agency that provides children and adults with psychiatric disabilities with safe and effective opportunities to work toward recovery. The OMH asserts that each individual can recover from mental illness. To this end, the OMH provides individuals and families with a variety of services that allow for meaningful behavior health treatments.

Key aspects of the OMH’s vision for New York State mental health care include developing and supporting a coordinated, comprehensive, community-based public mental health system. By implementing the OMH EMR, the OMH seeks to improve:

1. the tracking of individuals’ mental health care records;

2. the flow of EMR data among OMH Facilities and Outpatient Locations; and
3. the efficiency and effectiveness of the OMH mental health services.

The New York State public mental health system includes State-operated Facilities and locally-operated programs which are certified and funded by the State. State Facilities include 2 research institutes, 3 forensic centers, 6 children's psychiatric centers, and 17 adult psychiatric centers; these Facilities employ a work force of over 17,500. The OMH is responsible for licensing and regulating over 2,500 mental health providers across the State.

1.2.2 Overview of the Electronic Medical Records (EMR) Project

The EMR Project requires the EMR Contractor to provide technical and professional services for the implementation of an EMR System based on the installation and support of the United States Department of Veterans Affairs (VA), Veterans Health Information Systems and Technology Architecture (VistA) software at the OMH Locations. To meet OMH needs the EMR Contractor must also provide functionality not present in VistA. The EMR Contractor, acting as Prime Integrator, has proposed a combination of Proprietary software (furnished by DSS Inc. and NTT Data, two of their subcontractors), Third Party Software, and the development of modules and/or functions as a possible solution.

The OMH has proposed that the implementation of the EMR proceed along two largely concurrent tracks. The first track shall consist of the implementation of selected modules of DSS Inc.'s vxVistA, a VistA-based application ("Base VistA") available largely without modification at the very outset of the EMR Project. The second track shall consist of the implementation of an application that expands upon the Base VistA through development and integration of NTT Data's "Optimum" solution to produce a custom "OMH EMR" (to be known as "Empire State VistA" or "ES VistA") that meets all of the requirements set forth in the EMR RFP as well as any additional requirements to be determined during the EMR Project.

The EMR Contractor is responsible for:

- Software installation, customization, software development, testing, on-going software maintenance and technical support, system pilot, end-user training, and state-wide implementation of ES VistA at OMH Locations.
- OMH staff training in the use and support of ES VistA and in its administration at each OMH facility.
- The migration of any existing data and the development of interfaces between ES VistA and other OMH applications.

It is anticipated that, in Track 1, the EMR Contractor will install the Base VistA at the OMH Central Office and four (4) OMH Facilities in the first implementation

track. Upon review and acceptance of the pilot, a phased-in implementation of the Base VistA system will be initiated at the remaining OMH Facilities.

Subsequently, in Track 2, the OMH EMR “ES VistA” shall be implemented in a similar fashion at four pilot facilities and their associated Outpatient Locations before OMH considers whether to “Go” or “No Go” on with implementing ES VistA at the remaining Track 2 “Rollout” facilities and Outpatient Locations.

2.0 Contract Objectives

Base Contract Term – The contract will be executed upon approval by the Office of the State Comptroller. The term of this agreement will be 30 months from the date of contract execution, with an option at the state's sole discretion to extend for one (1) additional one (1) year term at the same rate as the first 30 months of the contract.

Contract Award - A single contract award shall be made under this RFP solicitation.

Contract Type – The contract to be Awarded under this RFP solicitation will be a Time and Materials contract, whereby the Contractor shall be paid on the basis of the:

- actual cost of direct labor at an agreed-upon specified hourly rate
- actual cost of materials and equipment usage
- agreed upon fixed add-on to cover the Contractor's overheads and profit.

Minority/Woman-Owned Business Enterprise (MWBE) Goals: The OMH has established MWBE total goals of 20%.

For a detailed description of the MWBE Requirements for this Contract, see: [4.3.2 MWBE Requirements](#)

3.0 Scope of Work

Definitions:

Definitions relating to the EMR RFP can be found in Exhibit 18 to the EMR RFP “OMH EMR Glossary” (see: [Exhibit 18 – OMH EMR Glossary](#)).

3.1 Overview

The OMH seeks a Contractor to provide Independent Validation and Verification including quality control and assurance, oversight, and risk mitigation for the OMH's mission-critical Electronic Medical Records Project (EMR). These efforts are important to ensure that the EMR Project meets key objectives and to identify, support, and minimize disruptions to critical business processes.

The primary focus of the Contractor is to ensure that the products developed and processes employed by the EMR Project meet specified requirements and standards, and are consistent with the project plans. The Contractor will advise OMH whether each of the 56 EMR Project Deliverables, as well as any Additional Deliverables and Enhancements are acceptable per the specifications set forth in the EMR RFP or any

accepted Change/Enhancement Requests.

The IV&V team will function independently from the EMR team in charge of developing and implementing the EMR; however, the IV&V Team will have timely access to the EMR Contractor team's interim and final products, outputs and Deliverables. In addition, the IV&V team may attend and monitor meetings and presentations regarding project status, planning, risk and issue management, system design, and Deliverables walk-through.

The IV&V Director (see: [Attachment I](#)) and the rest of the IV&V team will report to the OMH/ITS EMR Project Manager and OMH/ITS Project Management Office (PMO). Additional reporting to New York State Information Technology Services ("ITS") or other oversight New York State Agencies will be required. Overall project management and control will be retained by the OMH Project Management Office. Interim and final approvals for EMR Project Deliverables, including any corrective actions that may be necessary, will be at the discretion of OMH.

The Contractor will support the New York State Office of Mental Health (OMH) by:

- monitoring and evaluating Deliverables generated by the Electronic Medical Records Contractor;
- conducting independent Quality Control and Assurance services of project activities;
- identifying problems and recommending solutions on an ongoing basis; and,
- providing status reporting, project risk assessments, contractor deliverable reviews, ongoing technical/operational reviews, testing oversight and review, and training/implementation readiness assessments and post implementation review.

The EMR Contractor, including parent and or subsidiaries or other companies in which it has a financial or legal interest, selected as a result of the "New York State Office of Mental Health Request for Proposal (RFP)/C009999 For the Procurement of Electronic Medical Records System (EMR)" or any of its subcontractors or agents, are precluded from involvement as a contractor, subcontractor, or agent in the contract awarded in response to this RFP.

The Contractor will monitor the progress of the Electronic Medical Record (EMR) Project during the design, development, testing, training, and implementation of the new ES Vista EMR.

3.2 Contracted Services

OMH will provide space, equipment and software that is currently used by OMH to the Contractor for the provision of the following services. OMH uses standard Microsoft tools (e.g., Operating System, Office, and Project). Contractors can bring other items (i.e. hardware, software) at OMH discretion.

Unless otherwise specified within the description of the contracted Service, (“Service”) the Services required in the resulting IV&V for EMR Contract may include, but are not limited to, the following:

3.2.1 Provide Ongoing IV&V Consultation Services

In order to provide IV&V Consultation Services, the Contractor shall be responsible for the following throughout the term of the IV&V for EMR contract:

1. Providing one or more dedicated staff to maintain a presence, according to a schedule proposed by the Bidder, on-site at the OMH Central Office, EMR Implementation Site, or other project work sites as necessary.
2. Managing the schedule and work assignments of the IV&V Director and any other IV&V staff.
3. Serving as an integral member of the Project Team, providing ongoing assistance with project management decision-making and planning efforts;
4. Providing documentation regarding risks, issues, and recommendations for any project management meetings, project status meetings, and/or steering committee meetings as required.
5. Establishing procedures for monitoring the EMR Project Deliverables; and,
6. Implementing and utilizing the quality management and issue/problem tracking/resolution and risk management methodologies as proposed in the Work Approach portion of the Technical Proposal.

3.2.1.1 Participate in EMR Project Meetings

Designated members of the IV&V for EMR project team will be permitted, but not required to participate in weekly EMR Project status meetings.

The Contractor is invited to participate in these meetings for the purposes of:

- Tracking EMR Project issues
- Evaluating the EMR Contractor’s implementation methods and ensuring the EMR Project Team is completing tasks and action items
- Monitoring EMR Project Progress and
- Assisting with Reporting

3.2.2 Review and Evaluate EMR Contractor Deliverables

The EMR Contractor is required by the EMR Project contract to provide 56 Fixed-Price Deliverables to the OMH. Table (shows main categories of EMR Deliverables, which are also broadly grouped into two main EMR Deliverable types: Written (And, by extension, Execution) and Software. Each of these two main deliverable types will require a different approach for the IV&V Contractor to review and evaluate. 'Review' shall be defined as 'checking for completeness and accuracy', much as the OMH will review the Bids in the early stages of the Bid evaluation process. 'Evaluate' shall be defined as 'to assess the Quality, that is, measure the degree to which the Deliverables meet the Requirements.' While the OMH will also be 'Reviewing' and 'Evaluating' the Deliverables, and is solely responsible for accepting or rejecting a Deliverable, the OMH will consider the results of the IV&V Contractor's Review and Evaluation in arriving at their decision.

This Service will result from the execution of the Contractor's IV&V Plan (see: [3.3.2 IV&V Plan](#)). The Contractor must review in detail all Deliverables from the EMR Contractor and work with OMH to assess quality and acceptability. In addition, the Contractor must provide reports to OMH regarding the recommended acceptance or rejection of Deliverables. Deliverables to be reviewed and evaluated include, but are not limited to, those set forth in [Attachment S: OMH EMR Project Deliverables](#). The Contractor is also required to review any "Additional Deliverables" (defined as Deliverables not set forth in the EMR RFP) that result from the change request process.

3.2.3 Report on EMR Project Status

See: [3.3.4 Monthly and Quarterly Issues, Risk, and Project Status Reports](#)

3.2.4 Monitor System Enhancement Requests

Enhancements are defined as Additional Deliverables and Additional Functionality that are not present in the EMR RFP, but shall be determined and requested during the EMR project through a process described in the EMR RFP in Section 6. Enhancements.

The OMH and the Contractor will be responsible for confirming that the Enhancement request process is being followed correctly, and examining whether the proposed hours are reasonable and realistic.

The EMR Contractor will be required to track and submit reports during the performance of the Enhancement showing the actual number of hours per job title used for the reporting period. OMH and the IV&V will review the reported usage to determine the accuracy of the estimated work effort in the Enhancement Request.

Each month, the Contractor shall review all prior month's approved Enhancement Requests for appropriateness and accuracy with OMH.

3.2.5 Monitor EMR Contractor's Quality Management Processes

Quality Management Processes are defined as those that oversee the activities and tasks needed to maintain a desired level of excellence. These generally include Quality Planning, Quality Assurance, Quality Control, and Quality Improvement. The EMR Contractor is largely responsible for developing their own Quality Management Processes; the Contractor is required to monitor those processes, validate that they are appropriate, and verifying that they are being carried out by the EMR Contractor according to specifications. The Contractor is expected to not only identify any areas of deficiency with regard to the EMR Contractor's Quality Management Processes, but also to offer suggestions to remedy those deficiencies.

3.2.6 Assess Pilot Implementations

The Work Products that will result from this IV&V service are the two Pilot Implementation Assessment Reports as described in [3.3.3 Pilot Assessment Report](#). Each of the two EMR Implementation Tracks begins with pilot implementations at four OMH Locations and the OMH Central Office, followed by a 30 day period to assess the effectiveness of the EMR Contractor's training and implementation processes. The end result of this assessment is an informed "Go" or "No Go" decision as to whether to roll out the solution to the remaining Locations.

Per the EMR project schedule, The Track 1 Pilot Implementations are expected to be completed before the IV&V Contract begins. Therefore, for Track 1, the IV&V Contractor shall review any Track 1 Pilot Assessment materials produced by the EMR Contractor and/or the OMH/ITS team, and optionally, conduct additional assessments to produce a Track 1 "Lessons Learned" report.

For Track 2, the IV&V Contractor is required to have staff onsite and in attendance for the end-user training at each Track 2 Pilot location. The Contractor shall review both the EMR Contractor's Track 2 Pilot Results report (EMR Contract Deliverable 39) and OMH/ITS's own Post-Pilot Assessments for each Site, as well as independently assess the Training and Implementation processes to produce the Track 2 Pilot Assessment Report.

An Implementation Assessment for an EMR Pilot should discuss, at minimum, the:

- Effectiveness of the EMR Training delivered to OMH EMR end-users by the EMR Contractor;
- Areas where the Implementation Process can be improved in terms of speed, accuracy, effectiveness;
- Extent to which the Implementation team achieved "buy-in" from end-users and suggestions for continued improvements in this area

Any other topics that the Contractor deems important in helping to standardize and streamline the EMR Training and Implementation process may also be included.

Taking into consideration both the EMR Contractor's and the IV&V Contractor's post-Track 2 Pilot assessments, the OMH/ITS team alone will decide whether to proceed with the remaining Track 2 Implementations.

**The OMH reserves the right to require the IV&V Contractor to participate in attend Training classes for two "Rollout" (Sites implemented after the Pilots are completed) implementations, and complete Post-Implementation Assessments for these Rollout Sites as well.*

3.2.7 Monitor Knowledge Transfer

Knowledge Transfer is defined in the EMR RFP partly as "The exchange of written or electronic information pertaining to the EMR's usage, maintenance, development, troubleshooting or other relevant system-related concerns. "

Per the EMR RFP section 4.7.2 Plan, Design, Build OMH EMR, the Knowledge Transfer should include information on the "daily care and maintenance of the OMH EMR, third-party software, developed software and interfaces" and also include, but not be limited to knowledge of:

- a) Cache
- b) FileMan
- c) ADPAC and CAC
- d) Text Integration Utility ('TIU') Template Development
- e) M/Mumps Programming
- f) VistA Programming
- g) VistA API usage
- h) VistA RPC Broker development
- i) Delphi Development
- j) Create, update and maintain all required documentation as outlined in the VistA Document Library.
- k) Prepare and update system documentation.

While this Knowledge Transfer will occur throughout the term of the EMR Project, the Knowledge Transfer monitoring service to be performed by the IV&V Contractor will focus on the final six months of the 18 month period of Maintenance and Support that the EMR Contractor is providing. The 18 month period of Maintenance and Support provided by the EMR Contractor begins on Day 1 of the first Track 1 EMR Pilot. The final six months of that 18 month period is the period in which Maintenance and Support responsibilities transition from the EMR Contractor to the OMH/ITS team.

The Contractor shall monitor the Knowledge Transfer between the EMR Contractor and the OMH and report on any observed deficiencies that could prevent the OMH from operating the EMR independently of the EMR Contractor once the EMR Contract is completed.

3.2.8 Provide Ongoing Risk Management

The Contractor must provide ongoing risk management services to the OMH. These services must include support for project phases. In addition, the services must include, but not be limited to, support in the following areas:

1. Conflict resolution during all project phases;
2. Reviewing and monitoring all project status reports, and investigating and reporting on items that could result in increased risk to the project;
3. Evaluating the impact and probable causes of missed deadlines, identifying corrective actions, developing plans to minimize the impact of missed deadlines, and monitoring the progress of corrective actions; and,
4. Identifying potential risk indicators, such as project activities or events that may cause significant levels of risk to the functioning of the system including all system components.
5. Investigate issues, offer solutions and provide expertise related to insufficient and/or failed EMR Deliverables; Provide diagnostic review and corrective action recommendations.

When a risk is identified, the Contractor must provide OMH with a written recommendation that includes mitigation and intervention strategies as part of the IV&V Status Report. OMH must receive immediate notification for any identification of risk to the project.

3.2.9 Assess EMR Contractor and OMH/ITS Application Testing

The EMR Contractor and OMH/ITS team intend to conduct two separate rounds of application testing, one for each Track of the EMR project. Additional testing will occur throughout the life of the project as custom functionality and Enhancements are developed and released and defects are found and remediated.

In Track 1, the EMR Contractor (CGI) will be responsible for conducting:

- Integration Testing to validate that:
 - dependent business processes across functional areas and ES VistA system components interact seamlessly and
 - enhancements, security, workflow, configurations, data conversion programs, interfaces, reports, and forms work together.
- System testing, to confirm that dependent business processes and functional requirements can be fully executed and produce the pre-defined expected results for each business scenario and test script. The CGI testing effort will not focus on testing each specific configuration item or the vxVistA core product functions, but rather the end to end result of the ES VistA Track 1 solution and customizations for OMH.

The OMH/ITS will be responsible for conducting User Acceptance Testing to validate the system is functioning as designed, verify the conversion process,

and confirm the system is ready to be moved into the production environment

In Track 2, additional existing EMR functionality will be deployed, as well as new functionality that will be designed according to OMH requirements.

The IV&V Contractor will be required to review and comment on EMR Contractor and OMH/ITS Application Testing. The Application Testing review and comments should focus on **validating** that the System, Integration, User Acceptance and any other test scripts based on the EMR Requirements will accomplish the desired purpose of demonstrating that the Requirements are met and **verifying** the OMH testing results through reviewing OMH test plans and test script outcomes.

3.3 Work Products

Several of the Contracted Services, alone and in combination, shall result in the creation of Work Products to be delivered to the OMH as part of the Contractor's performance.

The Work Products that are expected to be developed and executed by the Contractor throughout the Contract Term include but may not be limited to:

1. A **Quality Assurance Plan**; due 30 days after the date of Contract approval by OSC and updated as needed. The execution of this plan, and the IV&V plan (Work Product #2) shall result in the provision of many of the Contracted Services listed in section [3.2 Contracted Services](#).
2. An **IV&V Plan**, consisting of initial review and evaluation criteria for EMR Contractor Deliverables; due 30 days after the date of Contract approval by OSC and updated as needed.
3. Two (2) individual **Pilot Implementation Assessment Reports**, one for each Track). The Track 1 Pilot Assessment will emphasize the "Lessons Learned" from the Track 1 Pilot Implementations. The Track 2 Pilot Assessment report will provide information upon which the OMH can base a "Go or No-Go" decision to proceed with the remaining implementations. These Work Products are to be delivered at a fixed point in time to be set by the OMH Project Schedule.
4. **Issues, Risk, and Project Status** reports on a monthly and quarterly basis or as required by OMH;

The Contractor shall be responsible for updating any Work Products as needed.

The OMH reserves the right to withhold future payment when performance of Contracted Services or deliveries of Work Products are determined to be unacceptable or not delivered on time. The OMH Project Office or its designee can make a determination of non-performance based on their judgment that a Contracted Service or Work Product does not meet the requirements of the service or product; or that a deadline for delivery of a Work Product has not been met. In such cases, a Notice of Deficiency (see: [Attachment U: Notice of Deficiency Memo](#)) will be sent to the Contractor, who will then have an opportunity to take corrective action within a period of time to be determined by the OMH, generally not to exceed five business days.

To demonstrate an understanding of these required Work Products, it will be helpful to reference an outline of the proposed EMR Project work plan, as contained in section 4.0

of the EMR RFP.

3.3.1 Quality Assurance Plan

The Contractor's Quality Assurance (QA) Plan must include a detailed work plan which includes, but is not limited to the following QA activities:

1. Separate tasks for each QA activity and checkpoint;
2. Logical sequence and interdependencies for the OMH EMR Team and the EMR Contractor Team;
3. Resource requirements for all parties;
4. Target completion dates for each task;
5. Identification of and compliance with deadlines and milestones; and,
6. Tasks and activities necessary to support the implementation of issue/problem tracking/resolution and risk management methodologies.

The QA Plan must also describe approaches to monitoring the EMR Contractor's project schedule compliance, the project scope, and the implementation of quality control processes and procedures. In addition, the QA Plan must include the Contractor's approach to the evaluation and control of the quality for all of the EMR Contractor's Project Deliverables.

The Contractor must deliver an initial QA Plan for OMH approval within 30 business days of contract approval by the Office of the State Comptroller (OSC). The QA Plan is a living document, which the Contractor must update as necessary and submit changes to OMH for approval prior to implementing the plan.

3.3.2 IV&V Plan

The initial IV&V Plan, due within 30 business days the date of Contract Approval, will describe the process for reviewing all Deliverables from the EMR Contractor, including those that initiate an EMR Contract deliverable payment. The Plan, which is subject to any needed updates on a scheduled or as needed basis, will describe how the Contractor intends to work with the OMH to determine the quality and acceptability of Deliverables.

The IV&V Plan should also include any needed reports to be provided to the OMH and the EMR Contractor regarding the recommended acceptance or rejection of Deliverables.

Deliverables to be reviewed and evaluated include, but are not limited to, those set forth in [Attachment S: OMH EMR Project Deliverables](#). Additional Deliverables may be added to the EMR Project as a result of accepted Enhancement Requests.

3.3.3 Pilot Implementation Assessment Reports

The EMR Contractor is responsible for delivering two “Pilot Implementation Assessment Reports” after the completion of the Track 1 and Track 2 Pilot Implementations. The Track 1 report is due on the later of: 90 days after Contract Approval or 30 days after the completion of the Track 1 Pilot Implementations. The Track 2 report is due one week after all of the Track 2 pilots have been completed. Both the Track 1 “Lessons Learned” report and the Track 2 “Training Effectiveness Assessment” report will support the Track 2 “Go/No Go” decision that will occur after the Track 2 Pilots are completed. Additionally, the IV&V Contractor shall share or otherwise make available all Pilot Implementation Assessment materials collected or produced during each individual Track 2 Pilot within 1 week of the completion of the Pilot at that Site.

I. Track 1 Pilot Implementations “Lessons Learned”

As the IV&V for EMR contract will most likely begin after the Track 1 Pilots have been completed, this work product is a retrospective of the Training and Implementation approach used for the Pilots, with an emphasis on which successful elements to keep for the Track 2 Pilots, and which unsuccessful ones to eliminate. The IV&V Contractor is expected to review, at minimum, the EMR Contractor’s own Pilot Results report (EMR Deliverable 39) and any surveys or assessments completed by the OMH/ITS team for source material for the “Lessons Learned.”

II. Track 2 Pilot Implementations “Training Effectiveness Assessment”

For Track 2, the IV&V Contractor is expected to attend the training delivered to the Track 2 Pilot facilities, review, at minimum, the EMR Contractor’s Track 2 “Pilot Results Report” and any assessments provided by the OMH/ITS team, and deliver an independent assessment of the effectiveness of the training given for each Track 2 Pilot Implementation location. The Contractor is required to submit their own proposed assessment tools (e.g., surveys, interviews) and methodology with the Bid in the “Scope of Services and Work Approach” section of the Technical Proposal.

3.3.4 Monthly and Quarterly Issues, Risk, and Project Status Reports

The Contractor may attend Status meetings (scheduled and ad hoc) as determined by OMH/ITS and by the IV&V Work Plan. The Contractor must prepare Issues, Risk, and Project Status Reports on a monthly and quarterly basis.

I. Monthly Status Reporting

The Contractor is required to prepare and submit monthly Status Reports

that will cover the status of IV&V tasks and the review and monitoring of the EMR Contractor and OMH/ITS EMR project staff tasks.

Status reports on IV&V tasks must include, but are not limited to the following:

1. Project status and stage of completion
2. Accomplishments during the reporting period
3. Problems identified and corresponding resolutions
4. Immediate goals for the next reporting period
5. Issues that need to be addressed
6. Identification and highlighting of schedule slippages, schedule concerns, and recommendations for resolution
7. Current contractor staff assignments, schedules, locations

Status reports on OMH/ITS and EMR Contractor tasks must include, but are not limited to, reviews of the following:

1. Operational issues that need to be addressed
2. Identification of any schedule slippage, including effect on payment schedule, and strategy for resolution
3. Corrective action status
4. Risk indicators that are likely to cause significant levels of risk to the functioning of the project (late Deliverables, cost overruns, unanticipated events, etc.)
5. Recommended risk mitigation strategies
6. Deviations from the EMR Project Plan and/or RFP requirements

The Contractor must deliver Status Reports to OMH/ITS within two business days after the close of the monthly period. The reports will also need to be coordinated with the monthly OMH IT Steering Committee (ITSC) meetings and ITS Health Cluster PMO meetings. The Contractor will assist the OMH/ITS Project Management Office (PMO) and ITS Enterprise Project management Office (“EPMO”) with the Project update at these meetings.

II. Quarterly Status Reporting

The Contractor must deliver written Quarterly IV&V Status Reports to OMH/ITS on or before the tenth (10th) business day of the month following the end of each contract year quarter. This document will be the primary tool for reporting to the OMH/ITS Steering Committee and ITS EPMO on program matters as well as meeting any requirements for the required external agency reviews.

Click here to view “[IV&V for EMR Schedule \(Proposed\)](#)”, a graphical depiction of major EMR Project Milestones and related IV&V Services and Work Products.

3.4 Notice of Deficiency

1. All Work Products, materials or other submissions provided by the Contractor must meet the form and content requirements specified by OMH/ITS. Such Deliverables or other materials are subject to OMH approval;
2. In the event the Contractor fails to submit a Work Product, or if the OMH determines that an IV&V Work Product cannot be accepted, the OMH will issue a Notice of Deficiency. The Contractor will then have a cure period, beginning with the dissemination of the OMH's Notice of Deficiency and lasting for ten (10) business days. If, at the end of the cure period, the Work Product submitted by the Contractor cannot be approved, OMH may, at its sole discretion, deny all or part of the next IV&V Invoice payment and any subsequent payments until the Work Products are acceptable to OMH;
3. In the event the Contractor fails to perform one or more Contracted Services, or if the OMH determines that the performance of the Contracted Services is unacceptable, the OMH will issue a Notice of Deficiency. The Contractor will then have a cure period, beginning with the dissemination of the OMH's Notice of Deficiency and lasting for ten (10) business days. If, at the end of the cure period, the Contracted Services performed by the Contractor still cannot be approved, OMH may, at its sole discretion, deny all or part of the next IV&V Invoice payment and any subsequent payments until the Contracted Services are acceptable to OMH;
4. The Contractor's work plan must also provide sufficient time (a minimum of ten (10) business days) for OMH review and approval of each Work Product based on the scope of the Work Product;
5. The Contractor must establish project management and reporting standards and communication protocols to be approved by OMH.

4.0 Mandatory Firm and Staff Qualifications

The Contractor's firm and staff must meet all mandatory minimum qualifications.

4.1 Mandatory Firm Qualifications

The Bidder must describe its experience performing the proposed IV&V services. Use [Attachment H: References and Project Abstract Form](#) and [Attachment I: Mandatory Qualifications Detail Forms](#) to furnish the details for each project. The Bidder's Project Abstract should describe the scope of work, methodologies, tools employed, number of personnel involved, the Bidder's role, and the outcome of the project.

The following are the minimum qualifications for award eligibility:

1. The Bidder shall have a minimum of five (5) years total experience providing IV&V services. The Bidder is permitted to count any Subcontractor's IV&V experience in meeting this requirement.
2. Of the five years total experience, the OMH requires that the Bidder shall have performed a minimum of two (2) projects, for two (2) different client organizations in the last ten (10) years. One or more of these engagements must have been conducted within the last twenty-four (24) months.
Note: The Bidder may add additional project experiences to meet the five (5) years total experience.
3. The Bidder shall provide, on [Attachment H: References and Project Abstract Form](#) at least two senior management level references on the projects for which the Bidder has provided the proposed services.

4.2 Mandatory Staff Qualifications

OMH requires that the Contractor's IV&V team be composed of qualified risk management, quality management and technology experts capable of performing the Services and completing the Work Products outlined in the RFP. Due to the variety of Deliverables expected during the EMR project, it is likely that different IV&V skill sets may be required at different times during the project

Beyond requiring that a single IV&V Team Member be designated as "IV&V Director", the OMH does not wish to prescribe the makeup of the Contractor's IV&V team. The successful candidate for the "IV&V Director" role must meet a particular subset of the overall Mandatory Minimum Qualifications (set forth as: [4.2.1 Mandatory Qualifications: IV&V Director](#) and noted with a "Yes" in the "Mandatory for IV&V Director" column of table 4-1).

The entire set of Mandatory Minimum Qualifications, provided here as **Table 4-1 - Mandatory Qualifications for IV&V Team**, must be met by the IV&V Team in Total. No single member of the team is required to meet all of these Mandatory Minimum Staff Qualifications at one time. The Bidder must note which Qualifications are met by a

particular candidate on [Attachment I: Mandatory Qualifications Detail Forms](#). OMH/ITS RFP evaluators will check each candidate's Mandatory Qualifications against Table 4-1 to ensure that all Mandatory Qualifications are met by one or more of the candidates, and that the candidate proposed as IV&V Director meets all of the IV&V Director Mandatory Qualifications.

No.	Mandatory Qualification	IV&V Area of Expertise	Mandatory for IV&V Director?
1	Proficiency in Word, Excel, PowerPoint, MS Project, MS Visio & Adobe Acrobat.	General	Yes
2	Excellent English language written and verbal communication skills. (Mandatory for all candidates.)	General	Yes
3	Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Project/Program Management.	Information Management Project Management	Yes
4	One (1) or more years of experience managing IV&V services for a project or projects involving training, implementation, applications integration and software development services.	IV&V	Yes
5	Three (3) or more years of experience in managing and/or providing IV&V services for a project with Similar Scope as defined in the OMH EMR RFP.	Project Management IV&V	Yes
6	Two (2) or more years of experience performing quality management services for a project with Similar Scope as defined in the OMH EMR RFP.	Quality Management	No
7	Three (3) or more years direct experience developing, executing and maintaining test documentation for large application systems.	Quality Management	No
8	Two (2) or more years of extensive experience using/configuring an automated testing tool from a functional and technical perspective.	Quality Management	No
9	Two (2) or more years experience developing, writing, and executing detailed test cases, scripts, and scenarios.	Quality Management	No
10	10 years experience in Quality Assurance Management.	Quality Management	No

No.	Mandatory Qualification	IV&V Area of Expertise	Mandatory for IV&V Director?
11	Two (2) or more years providing Risk Management services, including identifying, prioritizing, numerically analyzing the effects of, and planning responses to risks.	Risk Management	Yes

Table 4-1 - Mandatory Qualifications for IV&V Team

OMH retains the right to approve or disapprove the Contractor's proposed staffing and will evaluate all candidates based on their qualifications. Three references must be provided for each candidate on the form supplied as [Attachment I: Mandatory Qualifications Detail Forms](#) (at least two references must be contacted by OMH/ITS to pass the reference checks portion of the evaluation.)

I. Staff Availability Certification

The Contractor shall provide the following certification on each submitted [Attachment I: Mandatory Qualifications Detail Form](#):

“[Name of Contractor] certifies that the individual proposed as [Name of Position] was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance.”

II. Contingent Hires

If personnel are not currently in the employment of the Contractor, a written agreement from the potential employee to work shall be part of the Technical portion of the bid.

III. Retention Policy

The Contractor shall also clearly describe, in the “Scope of Services and Work Approach” portion of the Technical Proposal, their plan for retention of personnel.

IV. Replacement of Personnel

No redeployment of any Staff may be made without prior written consent of the OMH. Replacement of such Staff, if approved, shall be with personnel of equal ability and qualifications.

The OMH shall retain the right to reject any of the Contractor’s and/or subcontractors’ personnel whose qualifications, in the OMH’s judgment, do not meet the standards established by the OMH as necessary for the performance of the services. In considering the Contractor’s employee’s qualifications, the OMH will act reasonably and in good faith.

During the course of the contract, the OMH reserves the right to require the Contractor to reassign or otherwise remove from the project any personnel found unacceptable by the OMH. Such decisions will be made reasonably and in good faith.

V. IV&V Staff Base Work Location Requirement

The OMH may require that one or more IV&V Team Members (including the IV&V Director) must be present on-site at the EMR Project work site for up to 30 hours per week per position.

4.2.1 Mandatory Qualifications: IV&V Director

The Contractor must provide a single candidate to oversee and coordinate the activities of this engagement ("IV&V Director"). The candidate for this role must meet the qualifications listed below:

1. Five (5) or more years of experience in **managing** and/or **providing IV&V services** for a project with Similar Scope* as defined in the [OMH EMR RFP](#).
2. One (1) or more years of experience **managing IV&V** services for a project or projects involving training, implementation, applications integration and software development services.
3. Two (2) or more years providing Risk Management services, including identifying, prioritizing, numerically analyzing the effects of, and planning responses to risks.
4. Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years** experience in Project/Program Management.
5. Proficiency in Word, Excel, PowerPoint, MS Project, MS Visio & Adobe Acrobat.
6. Excellent English language written and verbal communication skills. (Mandatory for all candidates.)

*For purposes of comparison, a project of "Similar Scope" is defined as "Implementation of a software application, including requirements gathering and analysis, custom development, User Acceptance Testing, and training of more than 3,000 end users, in a single private or public sector enterprise with multiple locations."

** To be considered as equivalent to a Bachelor's degree, OMH believes that 10 years' experience in Project/Program Management is appropriate due to the long (3+ years) time frames typically associated with projects of Similar Scope as the EMR project.

Performance Expectations:

The IV&V Director will perform the following tasks specific to the management of the contract resulting from this RFP, which will herein be referred to as "Project":

1. Function as a key member of OMH/ITS Project Management Office, and provide strategic and operational consultation.
2. Be responsible for delegating and managing the activities, assignments, schedule, and performance of the Contractor's Project Team members.
3. Actively participate in the development and delivery of quality management services and associated Deliverables.

4. Work closely with direct business partners and vendor teams.
5. Manage and report on Contractor project issues, including maintaining the Issues Report.
6. Assess EMR project risk and evaluate the effectiveness of mitigation strategies applied.
7. Produce all Work Products including the following:
 - a. Quality Assurance Plan
 - b. IV&V Plan
 - c. Pilot Implementation Assessment Reports
 - d. Monthly and Quarterly Issues, Risk and Project Status Reports
8. Attend regular status meetings.
9. Prepare and present project summary and status reports at steering committee and other meetings on a regular basis at the request of OMH/ITS PMO Director and/or EMR Project Director or their designees.

4.2.2 Preferred Qualifications: IV&V Director

The following Qualifications are not mandatory, that is, a Bidder will not be considered non-responsive for not proposing a IV&V Director candidate that does not meet them; however, a total of five (5) points is available towards the "IV&V Director Interview" score (which is worth a total of 15 Points) for IV&V Director Candidates which meet one or more of these Preferred IV&V Director Qualifications:

1. Project Management Professional (PMP) Certification from the Project Management Institute (PMI) or equivalent. **(+2 points)**
2. One or more years managing an EMR Project with Similar Scope as defined in the OMH EMR RFP **(+2 points)**
3. Experience in managing shared resources from multiple organizations (e.g., staff from different units within an organization, or across organizations, that are not dedicated to a single project, but work on multiple projects) **(+ .5 Points)**
4. Internal Controls background **(+ .5 Points)**

4.2.3 Mandatory Qualifications: IV&V Team Member

All IV&V Team Member Mandatory Qualifications (set forth as: *Table 4-1 Mandatory Qualifications for IV&V Team*) must be met by the IV&V Team in total; no single candidate is required to meet the entire list of qualifications, except for Mandatory Qualification #2. "Excellent English language written and verbal communication skills" which is mandatory for all candidates.

On [Attachment I: Mandatory Qualifications Detail Forms](#) the Bidder is required to identify which of the listed Mandatory Qualifications is met by an IV&V Director or IV&V Team Member candidate. If any of these IV&V Team Member Mandatory Qualifications are not met by at least one candidate, the Bid will be deemed non-responsive.

4.3 Legal Requirements for Bid

4.3.1 New York State Worker Compensation & Disability Benefits Insurance Requirements

4.3.1.1 Workers Compensation Requirement

Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State workers compensation insurance coverage. Therefore, as part of the bid submission, provide one of the following forms in order to meet this requirement. **Failure to submit one of these forms may result in rejection of the bid.**

- 1) **CE-200** Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, www.wcb.ny.gov, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

or

- 2) **C-105.2** Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **please note:** The New York State Insurance Fund provides its own version of this form, the **U-26.3**;

or

- 3) **SI-12** Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **or GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

4.3.1.2 Disability Benefit Insurance Requirement

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance.

All bidders as part of their bid submission must submit one of the following forms in order to meet this requirement. **Failure to provide one of these forms may result in disqualification of the bid.**

- 1) **CE-200** Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation And/or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, www.wcb.ny.gov, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

or

- 2) **DB-120.1** Certificate of Disability Benefits Insurance (the contractors insurance carrier provides this form);

or

- 3) **DB-155** Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

4.3.1.3 General Liability Insurance Requirement

Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- General Aggregate – \$2,000,000.00
- Products/Completed Operations - \$2,000,000.00
- Personal Advertising Injury – \$1,000,000

Coverage shall include, but not be limited to, the following:

- premises liability,
- independent contractors, blanket contractual liability, including tort liability of another assumed in a contract,
- defense and/or indemnification obligations, including obligations assumed under this contract,
- cross liability for additional insured's
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- explosion, collapse, and underground hazards,
- contractor means and methods
- liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the policy:

- 1) CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form

or

- 2) CG 20 10 11 85, or, an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B)

or

- 3) CG 25 03 11 85 or, an equivalent - Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name NYS Office of Mental Health as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the — Each Occurrence limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by the OMH. Any other insurance maintained by the OMH shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the other insurance clause contained in either party's policy of insurance.

4.3.2 MWBE Requirements

4.3.2.1 General Provisions

- A. OMH is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OMH (the "AGENCY"), to fully comply and cooperate with OMH in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

4.3.2.2 Contract Goals

A. For purposes of this procurement, OMH hereby establishes the following MWBE Goals:

- **Minority and Women-Owned Business Enterprises (“MWBE”) participation: 20%**

The 20% total participation may be comprised of:

- **Minority-Owned Business Enterprises (“MBE”) participation: 12% AND**
- **Women-Owned Business Enterprises (“WBE”) participation: 8%**

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html> 

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OMH for liquidated or other appropriate damages, as set forth herein.

4.3.2.3 Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the OMH within seventy two (72) hours after the date of the notice by OMH to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, it must submit the model statement in [Attachment K](#) – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement.
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. [Attachment K-2](#) - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the OMH of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and

shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4.3.2.4 MWBE Utilization Plan-Attachment L

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan in [Attachment L](#) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OMH shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

4.3.2.5 Waivers

- A. For Waiver Requests Contractor should use [Attachment M](#) – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OMH shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the OMH, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OMH may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**4.3.2.6 Quarterly MWBE Contractor Compliance Report-
Appendix A-2**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report ([Appendix A-2](#)) to the OMH by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

4.3.2.7 Liquidated Damages - MWBE Participation

- A. Where OMH determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OMH liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OMH, Contractor shall pay such liquidated damages to the OMH within sixty (60) days after they are assessed by the OMH unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OMH.

5.0 Bid Submission requirements

5.1 Event Dates

Event	Date
RFP Release Date	Monday, 06/02/2014
Final Receipt of Questions from potential Bidders:	Thursday, 06/20/2014 at 5:00 p.m. EST.
Questions & Answers posted by OMH	Thursday, 06/26/2014
Bid Proposal submission or No Bid Reply Form Due Date	Friday, 07/18/2014 at 3:00 p.m. EST.
OMH review of Level 1 and Level 2 mandatory requirements (Pass/Fail) (see RFP Sections 6.8.1 and 6.8.2)	Monday 07/21/2014 through Friday, 07/25/2014
OMH notification to Bidders on meeting or not meeting the Pass/Fail Mandatory Experience requirements:	Monday, 07/28/2014
<ul style="list-style-type: none"> Disqualified Bidder debriefing request deadline (w/in 5 business days of notification) 	Monday, 08/04/2014
<ul style="list-style-type: none"> OMH response (w/in 10 business days of receipt of debriefing request). OMH response time for protests and debriefings may be extended at OMH's discretion if necessary. 	Monday, 08/18/2014
OMH Written Technical Proposal Evaluation process (Level 3)	Monday, 07/28/2014 through Friday, 08/15/2014
1. Technical Proposal Evaluation, Part 1	Monday, 07/28/2014 through Friday, 08/15/2014
2. Notification of Technical Proposal Evaluation, Part 1 scores	Monday, 08/18/2014
OMH Evaluates Financial Proposals	Monday, 08/11/2014 through Friday, 08/15/14
OMH Reference Checks (Level 4)	Monday, 07/28/2014 through Friday, 08/01/2014
1. Bidder Reference Checks	Monday, 07/28/2014 through Friday, 08/01/2014
2. IV&V Team Reference Checks	Monday, 07/28/2014 through Friday, 08/01/2014
OMH notification of Bidders disqualified for failed Reference Checks	Friday, 08/01/2014
OMH Interviews IV&V Director	Monday, 08/04/14 through Friday, 08/08/14

Event	Date
OMH Evaluates Bidder Executive Presentations	Monday, 08/18/2014 through Monday, 08/28/2014
OMH selects winning Bidder; Contract negotiations begin	Monday, 08/28/2014
Select/Non-Select Letters sent to appropriate Bidders	Monday, 08/28/2014
Debriefing Request Deadline (w/in 5 days of Select/Non-Select notification)	Monday, 09/04/2014
OMH response (w/in 10 business days)	Monday, 09/04/2014
Bid Protest Deadline: OMH must receive no later than 10 business days after date on the Non-Select Letter (6/25/2012) or 5 business days from the date of a completed debriefing:	Monday, 09/09/2014 (non-select +10) or (debriefing +5)
OMH response to Bid Protests. (OMH response time for protests and debriefings may be extended at OMH's discretion if necessary.)	Monday, 09/12/2014
1. Contract packet to Control Agencies for approval: <ul style="list-style-type: none"> • Dept. of Law/Attorney General Office (10 days average) • Office of State Comptroller (up to 90 days by statute) 	
Anticipated Contract Start/End Dates (Length = 30 months):	Earliest: Wednesday, 10/8/2014 – Wednesday, 4/7/2017 Latest: Monday, 12/1/2014 – Monday, 6/5/2017

5.2 General

For the purposes of evaluation, each proposal must be submitted in two (2) separate parts:

- Part I shall consist of the Technical Proposal.
- Part II is the Financial Proposal.

Each part of the bid must be complete in itself in order that the evaluation of all parts can be accomplished independently and concurrently, and the Technical Proposal can be evaluated strictly on the basis of its merits. Cost information is **not** to be included in the Part I Proposal. Furthermore, Technical information is **not** to be included in the Part II Proposal.

In order to promote uniformity of preparation and to facilitate review, bids must be printed on standard 8½ by 11-inch white paper and be organized in accordance with the format set forth in this RFP. Bid text shall be 11 point font or larger, except where

necessitated for readability of tables, figures, schedules, or special graphics. 12 point fonts are preferred. Please avoid printing schedules using fonts smaller than 8 point. Illustrations that support the text must be simple and direct and must be sized to fit on 8 ½ by 11-inch paper. Illustrations and photographs must be reproducible in black and white without obscuring their distinctive information. Double sided printing is not allowed. Color printing is allowed.

5.3 Binding Offer

The submission of a bid constitutes a binding offer to perform said services. Such binding offer shall be firm and not revocable for a period of 120 days after the deadline for bid submission and will continue thereafter until the Successful Offeror notifies OMH otherwise, in writing. Such deadline may be further extended by mutual agreement.

5.4 Technical Proposal Mandatory Requirements

All Bidders, in order for their Bid Proposal to be considered for award, must submit a Technical Proposal using the following format (there is no page limit unless otherwise indicated):

- 1) [Attachment A](#): Label for Technical Proposal. Use the Technical Proposal Submission Label.
- 2) [Attachment B](#): Proposal Cover Sheet
- 3) **Bid Confidentiality/ FOIL Letter** if applicable
(see [Section 5.6.6: Bid Confidentiality/FOIL](#))
- 4) **Assurance of No Conflict of Interest or Detrimental Effect Letter**
(see: [Section 5.6.7 Assurance of No Conflict of Interest or Detrimental Effect](#) for Bidder and all proposed subcontractors
- 5) The **Technical Proposal** should follow the format listed below (Maximum of 100 pages, excluding resumes, appendices, and attachments:
 - a) **Title Page** Include the name and address of the proposing organization. Include:
 - i) the name, e-mail address and phone number of a contact person
 - ii) the name of the person(s) who prepared the proposal
 - iii) the name of the person that is officially authorized to negotiate with the OMH on the Bidder's behalf.
 - b) **Table of Contents**
 - c) **Executive Summary**

Provide a brief description of the proposed approach and work effort. Confidential and Proprietary information should also be identified and addressed in this section.

d) Project Purpose

State the purpose of the IV&V Project in a manner that articulates and aligns with the objectives outlined in this RFP.

e) Scope of Services and Work Approach (35 Points)

Using the description from section [3.0 Scope of Work](#) as a guide, provide a draft detailed scope of services approach which describes, for each of the four selected categories of services below, the tasks to be performed by the IV&V team. Associate tasks with the names of the role that will perform them, provide estimated hours for each task where possible, and describe when the tasks will be performed. When applicable, describe tools and/or standards to be utilized; include examples of where they have been used successfully in the past.

i) Review and Evaluation of EMR Contractor Deliverables

Refer to [Attachment S: OMH EMR Project Deliverables](#) and describe the proposed approach for validating each of the ten categories of EMR Deliverables (i.e., Project Management, Requirements, Design, etc.)

ii) Monitoring of System Enhancement Requests

Refer to Section 6. Enhancements of the EMR RFP and describe the proposed approach for validating whether the proposed hours for each job category (as listed in EMR RFP [Attachment O](#)) are reasonable and realistic

iii) Monitoring the EMR Contractor's Quality Management Processes (refer to [Section 3.2.5](#))

Describe the proposed approach to monitor the processes, validate that they are appropriate, and verify that they are being carried out according to specifications. Propose an approach for identifying any areas of deficiency and offering suggestions on how to remedy those deficiencies.

iv) Providing Ongoing Risk Management

Propose an approach to identify, assess, and prioritize risks by coordinating and applying resources to minimize, monitor, and control the probability and/or impact of adverse events or maximize the realization of opportunities.

v) Methodologies

Include a written summary of the following Methodologies (the Bidder may respond with a description of commonly known (e.g., PMI, Prince2 for Project Management or, for Quality Management, ISO 9004 or Six Sigma), or the Bidder's own Methodology, provided the procedures employed within the Methodology are articulated).

- **Quality Management Methodology**, to include Quality Control and Quality Assurance Methodologies. The Contractor will collaborate with the EMR Contractor to plan, perform and provide OMH with periodic Quality Metric findings from Quality Assurance activities, including:
 - Review (in consultation with the OMH and subject to OMH review and approval) User Acceptance Test (UAT) scripts to ensure that the OMH's business, functional and Technical Requirements for the OMH EMR are met. (The OMH UAT team shall execute the UAT scripts and confirm defect remediation. The Contractor shall execute up to 20% of UAT scripts for the purposes of validation and verification.)
 - Collaborate with OMH and EMR Contractor to conduct Quality Audits, defined as "periodic, independent, and documented examination and verification of activities, records, processes, and other elements of a quality system to determine their conformity with the requirements."
- **Issue/Problem Tracking/Resolution Methodology**
- **Risk Management Methodology**

Definitions for the above methodologies are provided in Exhibit 1 – IV&V for EMR Glossary.

The Bidder may suggest and defend alternative tasks which could improve the ability of the IV&V Contractor to meet its objectives.

The OMH wants to allow maximum flexibility for the inclusion and consideration of ideas, initiative and creativity of the Bidder. Alternative tasks and suggestions are encouraged, must be fully documented and defended, and will be reviewed within the framework of the stated purpose and scope of services for the project (As set forth in [Section 1.1 Purpose](#) and [Section 3.0 Scope of Work](#)). Fully explain and justify the approach for the alternative tasks.

vi) Issues and Objectives Narrative Description

An effective response will demonstrate the Bidder's understanding of the Issues and Objectives of the IV&V for EMR project.

Issues can be defined as "problems" or "unmet opportunities". Provide a discussion on the important issues involved in providing IV&V services for the EMR implementation effort, particularly in the context of a Behavioral Health setting. Include a discussion on any anticipated obstacles that may arise, and one or more possible approaches for addressing these obstacles. Include enough substantive discussion to demonstrate an understanding of the project objectives as set forth in [3.0 Scope of Work](#).

Objectives are specific statements of how a goal will be reached and should help explain why a specific activity has been chosen.

vii) Draft IV&V Project Plan

Refer to the EMR RFP section 4.2 Proposed Work Approach and the EMR RFP Figure 4-2 Proposed Timeline, and the [Timeline of IV&V Services and Work Products](#) to:

- (1) Develop a high level IV&V Project Plan that demonstrates competency in Project Management methodology.
- (2) Propose how dates for IV&V activities should coincide with the anticipated EMR Project work approach and timeline.
- (3) Include a high-level schedule or Gantt chart that incorporates the IV&V tasks and indicates which Staff Positions will perform them.

viii) Staff Retention Plan

Provide a plan for the retention of Staff during the execution of project work.

- 6) Include candidate's **resumes** for all Staff positions (IV&V Director and all other proposed staff, including any subcontractors)
- 7) [Attachment H](#): References and Project Abstract Form
- 8) [Attachment I: Mandatory Qualifications Forms](#) has two sections. Section 1. is Mandatory Qualifications: Firm, and Section 2. is Forms for IV&V Director and IV&V Team Members. Provide the names, addresses, contact names, e-mail addresses, and years of experience that relate to the experience listed in

[4.2 Mandatory Minimum Staff Qualifications.](#)

- 9) [Attachment O](#): Bidder's Staff Certification

If subcontractors are to be used, explain the specific need for the expertise and describe the arrangements. Describe the level of interaction contemplated with the OMH, and fully describe how the prime Consultant shall manage and ensure all work assigned to subcontractors.

- 10) [Attachment Q](#): IV&V for EMR Staff Roster

5.5 Financial Proposal Mandatory Requirements

The Financial Proposal must include:

1. [Attachment A](#): Label for Financial Proposal
2. Contain one (1) original unbound and one (1) bound copy of:
 1. [Attachment C](#): Proposal Cost Statement will provide the basis for the Bidder's Financial Score.
 2. [Attachment C-1](#): Cost Worksheet. This fillable form is the supporting documentation for the [Attachment C](#) Proposal Cost Statement. It lists, for each proposed IV&V for EMR staff role, the proposed hourly Rate,

Estimated Hours, and Not to Exceed Cost (Rate * Hours) for each year of the three-year IV&V for EMR Contract.

3. [Attachment C-2](#): Payment Plan (Year 1), [Attachment C-2](#): Payment Plan (Year 2), [Attachment C-2](#): Payment Plan (Year 3). These three fillable forms are provided for informational purposes and will not be scored.
4. IVV for EMR Schedule (Proposed). For informational purposes, will not be scored.
5. [Attachment D](#): Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles
6. [Attachment E](#): Vendor Responsibility Questionnaire Certification
7. [Attachment F](#): Non-Collusive Bidding Certification
8. [Attachments J1](#) and [Attachment J2](#): Procurement Lobbying forms
9. [Attachment K](#): Employment Opportunity Policy Statement
10. Attachment K-2: Equal Employment Opportunity Staffing Plan
11. [Attachment L](#) and/or [Attachment M](#): MWBE Requirements
12. New York State Department of Taxation and Finance ST-220-CA Contractor Certification to Covered Agency
(http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf )
13. [Attachment P](#): Form A
14. **Form CE-200, or C-105.2 or U-26.3, or SI-12 or GSI-105.2** submitted to show compliance with New York State Disability Benefits Insurance requirements
15. **Form CE-200 or DB-120.1 or DB-155** submitted to show proof of coverage of New York State Worker Compensation & Disability Benefits
16. Any other forms required to be submitted pursuant to the RFP

3. One electronic copy (CD, DVD, or USB Thumb Drive)

Failure to include any of the above forms may result in a determination that the Bidder is non-responsive.

4. Have the Company Name written on the Financial Proposal package.
5. The Financial Proposal must be separately sealed and inserted into the **main proposal** package.

5.6 Submission Procedures

5.6.1 Minimum RFP Responsiveness

Any firm that does not provide all of the required forms and Bid Documents by the RFP deadline may, at the OMH's discretion, be determined to be non-responsive and be eliminated from the selection process before they are technically evaluated. Required forms and Bid documents are listed in:

1. [5.4 Technical Proposal Mandatory Requirements](#).
2. [5.5 Financial Proposal Mandatory Requirements](#).

5.6.2 Bid Submission

The Bid shall consist of a Technical Proposal and a Financial Proposal. The OMH has provided Checklists for each of these Proposals as [Attachment T: Checklist for Bid Submission](#).

The Bid must be received by the OMH Consolidated Business Office by Friday, 6/1/12.

The **Bid Envelope Label**, included in this RFP as the Proposal Submission Label in [Attachment A: Labels for Proposal Envelopes](#) should be affixed to the exterior of a mailing package containing the Bid and shall serve as part of the mailing label. The agency assumes no responsibility for delivery delays and will not consider Bids arriving after the Bid Due Date and Time. **OMH will not accept Bids submitted by facsimile or by email.**

Bids must be mailed or delivered to:

Agency: Office of Mental Health (OMH)
Address: Consolidated Business Office (CBO)
Contract & Procurement Services – Unit N Upper
75 New Scotland Avenue,
Albany, New York 12208

Attention: Bid # C009992 IV&V for EMR

If you cannot Bid for this solicitation, please return the **No Bid Reply Form**/[Attachment G](#) no later than the Bid Due Date.

Bids that are illegible, incomplete or that contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for in the solicitation may be rejected. All costs associated with preparation of Bids are the responsibility of the Bidders. Bidders may modify, in writing, the content of any bid at any time prior to the Bid Due Date and Time. Bids may be withdrawn or canceled before the Bid Due Date and Time.

Note: The original, printed and electronic copies must all be exactly the same in format and content. In the event of a difference, the original printed version will prevail.

- a. The **Technical Proposal** includes one (1) unbound single-sided original proposal, three (3) bound copy and one (1) electronic copy (CD, DVD, or USB Thumb Drive) in Microsoft Office or Adobe Acrobat format.
- b. The **Financial Proposal** includes one (1) unbound single-sided original Financial proposal, one (1) bound copy and one (1) electronic copy (CD, DVD, or USB Thumb Drive) in Microsoft Office or Adobe Acrobat format

The proposal shall be signed by an official authorized to bind the Offeror. Both forms should be sealed together in a separate envelope and placed in the envelope/box that will contain the Technical Proposal.

See [Attachment T: Checklist for Bid Submission](#) and **Appendix D of OMH Boilerplate** (available at: <http://www.omh.ny.gov/omhweb/rfp/2014/emr/>) for further understanding of what should be included in the bid. No bid will be considered if received after the Bid Due Date and Time.

5.6.3 Determination/Method of Award

The contract will be awarded to the bid that will best promote the public interest and that demonstrates the Best Value among those bids determined to be responsive based on the review and evaluation of the bids. Best Value means that the bid(s) which "optimizes quality, cost, and efficiency among the responsible and responsive bidders" shall be selected for award (State Finance Law, Article 11, Section 163). The bid which meets the mandatory requirements and receives the highest overall combined score based on the Technical Proposal score plus the Financial Proposal score will be determined to be the "Best Value" bid. OMH reserves the right to seek clarifications, evaluate and/or reject all bids, in whole or in part, and to waive or modify technicalities, irregularities, and omissions, or to solicit new bids if, in the agency's judgment, the best interest of the State will be served. Following Contractor selections and prior to signing a contract, OMH reserves the right to further negotiate cost or other specifics. **For detailed explanation, see: [6.8 Evaluation Procedure](#).**

In the case of a tie between two or more Bidders, OMH shall select the Bid from the tied Bidders with the lowest cost.

5.6.4 Procurement Lobbying Law

Filing the two required forms (Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) and Offeror Disclosure of Prior Non-Responsibility Determinations) is **mandatory** for all consultants in order to be considered for contract award. (See [Attachment J](#)).

J1: http://www.omh.ny.gov/omhweb/procurementguidelines/Proc_lob_i1.pdf

J2: http://www.omh.ny.gov/omhweb/procurementguidelines/Proc_lob_i2.pdf

The completed PLL forms must be submitted as part of the Financial Proposal package even if they were provided to the Agency during the RFP question period.

5.6.5 Reserved Rights

All bids, upon submission to the OMH, shall become its property for use as deemed appropriate. By submitting a bid, the Offeror covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information.

The OMH has the following prerogatives with regard to bids submitted:

- a) Withdraw the RFP at any time, at its sole discretion;
- b) Disqualify any bidder whose conduct and/or bid submission fails to conform to the requirement of the RFP;
- c) Seek clarifications and revisions of RFP;
- d) Use bid information obtained through Site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the OMH's request for clarifying information in the course of evaluation and/or selection under this RFP.
- e) Prior to the bid opening, amend RFP specifications to correct errors or oversights, or to supply additional information as it becomes available;
- f) Change any of the scheduled dates stated herein;
- g) Conduct contract negotiations with the next responsible bidder should the OMH be unsuccessful in negotiating with the selected bidder within 15 business days from notification of selection for award. This is to include completion of all required documents and signature of the contract.
- h) Adjust or correct cost or cost figures with concurrence of the Offeror if mathematical or typographical errors exist;
- i) Waive requirements or amend this RFP upon notification to all Offerors. Mandatory requirements may be eliminated if unmet by all offerors.
- j) Reject any or all bids received in response to this RFP.
- k) Make an award under this RFP in whole or in part.
- l) Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent amendments/modifications to this RFP.
- m) Eliminate any mandatory, non-material specifications that cannot be complied with by any of the prospective bidders, and waive any requirement of this RFP that are not material.

- n) Negotiate with the successful bidder within the scope of this RFP, in the best interests of the State.
- o) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's bid and/or to determine an Offeror's compliance with the requirements of the solicitation.
- p) Utilize any and all ideas submitted in the bids received.
- q) To negotiate modifications to the scope, fee and contract terms with the selected Offeror prior to contract award only if such is in the best interest of the State.

5.6.6 Bid Confidentiality/FOIL

The OMH will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law ("FOIL"), Article 6 of the Public Officers Law. If an Offeror believes information included in their bid is confidential and proprietary, they should identify those page(s) of their bid which contain such information as "confidential and proprietary". Additionally, the Offeror needs to explain the reason(s) why this information should be considered exempt from public disclosure under FOIL. The identification of pages and the reasons for exemption should be included in the Technical Proposal. (See: [5.4 Technical Proposal Mandatory Requirements](#))

5.6.7 Assurance of No Conflict of Interest or Detrimental Effect

Any firm offering to provide Services pursuant to this procurement, as a Contractor, joint venture Contractor, or Subcontractor, must attest that its performance of the Services outlined in this procurement does not and will not create a conflict of interest with nor position the firm to breach any other Contract currently in force with the State of New York. Furthermore, the firm must attest that it will not act in any manner that is detrimental to any State project on which the firm is rendering Services. Specifically, each firm must submit with its proposal a letter, signed by an authorized executive or legal representative, attesting that:

1. The fulfillment of obligations by the firm, as proposed in the response, does not violate any existing Contracts or agreements between the firm and the State;
2. The fulfillment of obligations by the firm, as proposed in the response, does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the firm has with regard to any existing Contracts or agreements between the firm and the State;

3. The fulfillment of obligations by the firm, as proposed in the response, does not and will not compromise the firm's ability to carry out its obligations under any existing Contracts between the firm and the State;
4. The fulfillment of any other contractual obligations that the firm has with the State will not affect or influence its ability to perform under any Contract with the State resulting from this procurement;
5. During the negotiation and execution of any Contract resulting from this procurement, the firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State project to another; and,
6. In fulfilling obligations under each of its State Contracts, including any Contract which results from this procurement, the firm will act in accordance with the terms of each of its State Contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including but not limited to, any action or decision to divert resources from one State project to another.

The State reserves the right to approve assignment of Subcontractors in advance. The State reserves the right to challenge any Bidder -- either prime or Subcontractor -- regarding its attestation to ensure a complete understanding of the firm's position and plans to comply with these requirements. Acceptance by the State of the attestation(s) of any firm(s) involved is required for a proposal to be evaluated. Should any Contractor fail to satisfy the State that the assurances made are valid; the proposal in which the Contractor is participating will not be given further consideration.

Any Subcontractors proposed during the engagement will also be required to submit an Assurances of No Conflict of Interest of Detrimental Effect attestation.

5.6.8 Consultant Disclosure Legislation

In 2006 the NYS State Finance Law was amended to require State contractors who provide consulting services to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor. Under this law consulting services contracts have been defined as any contract entered into by a State Agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

[Attachment P: Consulting Form A](#). All Bidders shall complete and submit this form in response to this procurement as part of the bid packet. The purpose this form is to capture the necessary planned employment information **prospectively from the start date of the contract through the end of the contract term.**

5.6.9 Ethics

All Bidders/contractors, subcontractors and their employees must comply with the requirements of New York State law, including statutes, codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees, including but not limited to the post-employment restrictions of the Public Officers Law Section 73, which bars a former State employee from any appearance or practice before the employee's former agency for a period of two years. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of the Contract resulting from this RFP, and/or other civil or criminal proceedings as required by law.

5.6.9.1 Agreement to Terms and Conditions

By submitting a Proposal, each Bidder is agreeing that: (a) the RFP and its Proposal are subject to the terms and conditions of the Boilerplate Agreement (available at: <http://www.omh.ny.gov/omhweb/rfp/2014/emr/>) and (b) the final Agreement between Bidder and OMH that results from the RFP shall contain the terms and conditions set forth in the Boilerplate or terms and conditions substantially the same as all such terms and conditions. No term or condition may be so substantially changed as to affect a material requirement of the RFP. Both parties agree to negotiate in good faith.

6.0 Criteria for Evaluation of Bids

6.1 General

Bids will be evaluated by the OMH using a Best Value Method evaluation process with technical and cost criteria considerations described below. Technical considerations are of greater importance than cost considerations; however, cost is a significant factor in the evaluation of bids.

Technical Proposals will be scored based on:

- the information provided under [6.3 Technical Proposal Part 1 \(35 Points\)](#) in accordance with the pre-established criteria listed in Section 6.3 below.
- the information provided under [6.5 Technical Proposal Part 2: IV&V Director Interviews \(15 Points\)](#).
- the information provided under [6.7 Technical Proposal Part 3: Executive Presentation \(10 Points\)](#) (only for Bidders who are not disqualified in Evaluation Levels 1 through 6. See: [6.8 Evaluation Procedure](#).)

Financial Proposals will be scored based on the proposed Cost information submitted on [Attachment C: Proposal Cost Statement](#) as described in [6.8.6 Level 5 – Financial Proposal Evaluation \(40 Points\)](#).

Technical Proposal evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management subject matter experts. Committee members will independently judge each bid's degree of responsiveness to the RFP's specifications. The committee shall then meet as a group to discuss the bids collectively. Evaluators will be allowed to revise scores on the basis of the committee's discussions.

Proposers responding to this RFP may be requested to clarify issues or provide additional insights into their bid through written clarifications. If written clarifications are required to complete the technical or financial evaluation of bids, evaluators will be allowed to revise their technical findings and scores based on this additional information.

The Office of Mental Health reserves the right to ask clarifying questions regarding each Financial Proposal. The OMH may make any necessary adjustments to Financial Proposal scores based upon answers to any Financial Proposal clarification questions. Furthermore, the OMH reserves the right to request Best and Final Offers from firms that are determined to be acceptable for contract award.

An award shall be made to the Offeror whose bid receives the highest total score after considering all Technical and Financial evaluation factors, including any clarifications and Best and Final Offers as requested.

Note: In the event two or more bids are found to be "substantially equivalent", the Office

of Mental Health reserves the right to award the contract under the terms of State Finance Law §163 (10)(a).

6.2 Administrative Review

It is the OMH’s sole discretionary determination as to whether a bid is complete, responsive, and accurate (see: [5.6.1 Minimum RFP Responsiveness](#)). Bids which do not meet the mandatory specifications in the Minimum RFP Responsiveness section may be deemed non-responsive by the OMH and may not be considered further.

6.3 Technical Proposal Part 1 (35 Points)

The Technical Proposal Part 1 Evaluation will be organized into two (2) categories:

1. Qualifiers (Pass/Fail) – This is a Pass/Fail Category in which the Contractor must meet minimum evaluation criteria to receive a passing grade. Failure to do so will result in disqualification. The qualifying criteria are as follows:
 - a. Firm Qualifications (see: Section [4.1 Mandatory Minimum Firm Qualifications](#))
 - b. Staff Qualifications (see: Section [4.2 Mandatory Minimum Staff Qualifications](#))
2. Quantifiers: (35 Points) – Contractors who meet the minimum qualifying criteria will be scored and rated on their Scope and Services and Work Approach, as set forth in section [5.4 Technical Proposal Mandatory Requirements](#) #5e, items i through viii.

Each Bidder’s Technical Proposal Part 1 will be independently evaluated with the highest score awarded the maximum available points (35 points). All other bids will be prorated using the following formula:

$$\text{Bidder's Technical Proposal Part 1 Score} / \text{Highest Technical Proposal Part 1 Score} * 35 = \text{Normalized Technical Proposal Part 1 Score (rounded to two decimal places)}$$

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Bidder’s Technical Proposal Part 1 Score	33	30	27
Divided by Highest Technical Proposal Part 1 Score	33	33	33
Times Maximum Points Available	35	35	35
= Normalized Technical Proposal Part 1 Score	35	31.82	28.64

Table 1 – Technical Proposal Part 1 Normalization Example (For reference only)

Bidders that fail to receive a normalized score of at least 60% of the highest Technical Proposal Part 1 score will be disqualified. This cutoff has been assigned because OMH cannot be confident in the IV&V capabilities of a Bidder that scores below 60% of the top-scoring Bid.

6.4 Firm and IV&V Staff (Including IV&V Director) Reference Checks

Reference Checks for the Firm and all proposed Staff (including the IV&V Director) will be performed for each bidder who receives at least 21 of the total 35 points (i.e., at least 60% of the points available from the Technical Proposal Part 1 evaluation).

OMH requires contact information for three references for each candidate on '[Attachment I: Mandatory Qualifications Detail Forms](#)'. OMH will consider a reference check as "Passed" if the person named as a reference for a candidate can be contacted and answers "Yes" to the following questions:

1. Did the candidate work on the Project (provided on '[Attachment I: Mandatory Qualifications Detail Forms](#)' with the bid) during the dates as claimed
2. Was the candidate's work on the project (provided on '[Attachment I: Mandatory Qualifications Detail Forms](#)' with the bid) 'Satisfactory' or Better

OMH will attempt to contact candidate's references until two references are contacted. If the contacted reference cannot or will not confirm that the candidate worked on the project as claimed, and/or cannot or will not confirm that the candidate's work on the project was 'Satisfactory' or better, then the candidate will fail the reference check. If two references cannot be contacted after two attempts, the Bidder will be notified and given the opportunity to correct the situation within 48 hours. If two references still cannot be contacted after the Bidder has been notified and 48 hours has elapsed, then the candidate will fail the reference check.

6.4.1 Consequences of Failed Reference Checks

If the IV&V Director candidate fails a reference check then the Bidder's proposal will be disqualified.

If a candidate member of the Bidder's proposed IV&V Staff (non-Director position) fails a reference check then the Bidder will be notified by OMH that they have 72 hours from the time of receipt of the notification to provide a replacement candidate. The Bidder will have one opportunity to provide a replacement for the IV&V Staff (non-Director) candidate that was submitted with the Bid. If the replacement IV&V Staff candidate also fails the reference check, then the Bidder's proposal will be disqualified.

6.5 Technical Proposal Part 2: IV&V Director Interview (15 Points)

For all Bidders who pass the Firm and Staff/IV&V Director Reference Checks, their proposed IV&V Director candidate will be required to meet with the Evaluation Team in person for interviews.

A maximum of 15 Points are available for the IV&V Director interview.

Interviews will be evaluated on four levels:

1. Responses to Interview Questions (a maximum of 8 points)
2. Oral Communication Skills (1 point)
3. Written Communication Skills (1 point)
4. Responses to the “Preferred Qualifications” section of [2. Staff Mandatory Qualifications](#) (a maximum of 5 Points)

The first three levels of each IV&V Director Interview will be independently evaluated with the highest score of all the Bids awarded the maximum available points (10 of 15 points). The first three levels of all other bids will be normalized against this high score using the following formula:

Bidder’s IV&V Director Interview Score (levels 1 through 3) / Highest IV&V Director Interview Score (levels 1 through 3) * 10 = Normalized IV&V Director Interview Score (levels 1 through 3).

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Bidder’s IV&V Director Interview Score (levels 1 through 3)	9	6	8
Divided by Highest IV&V Director Interview Score (levels 1 through 3)	9	9	9
Times Maximum Points Available	10	10	10
= Normalized IV&V Director Interview Score (levels 1 through 3)	10.00	6.67	8.89

Table 2 – Technical Proposal Part 2 Normalization Example (For reference only)

OMH will then add the Bidder’s non-normalized score for level 4 (“Preferred Qualifications”) of the Interview to the normalized score for levels 1 through 3 to calculate the Technical Proposal Part 2 Score (a maximum of 15 points, rounded to two decimal places)

6.6 Financial Proposal (40 Points): Project Cost

The OMH requires that that Contractor begin to provide IV&V Services as close to the EMR Project start date as possible and provide IV&V services for 30 months from the start date of the IV&V contract.

[IV&V for EMR Schedule \(Proposed\)](#) shows that the OMH expects to complete the Track 2 Pilots (defined as “post-pilot OMH EMR Implementations”) by the middle of Year 3 of the EMR Project. Based on this estimated timeline of the EMR Project, the OMH anticipates (but does not guarantee) that the 30 month term of the IV&V Services contract will last through the end of the EMR Track 2 Pilot Implementations and several additional OMH EMR rollouts.

For the purpose of evaluating a Bidder’s Financial Proposal, the OMH assumes that the hours shall be allotted between all IV&V Team Members including the IV&V Director.

Therefore, “Total Not to Exceed Cost” is defined as the sum of all of the “Year <n> Invoice Amount Not to Exceed” rows by role in Attachment C-2: Payment Plan (Year 1), Attachment C-2: Payment Plan (Year 2), Attachment C-2: Payment Plan (Year 3). This total must be submitted in the “Total Not to Exceed Project Cost” field of [Attachment C: Proposal Cost Statement](#).

Costs will be independently evaluated with the lowest cost awarded the maximum available points (40 points). All other bids will be normalized using the following formula:

Lowest Total Not to Exceed Cost Submitted / Bidder’s Total Not to Exceed Cost * 40 = Financial Proposal Points to Award (rounded to two decimal places)

(The following example is for illustration purposes and is not intended to convey an expected range of possible Total Not to Exceed Costs.)

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Lowest Total Not to Exceed Cost submitted	\$1M	\$1M	\$1M
Divided by Bidder’s Total Not to Exceed Cost	\$1M	\$1.6M	\$1.3M
Times Maximum Possible Financial Proposal Points (40)	40	40	40
Financial Proposal Points to Award	40	25	30.77

6.7 Technical Proposal Part 3: Executive Presentation (10 Points)

The top three (3) bids within 10 points of the top score (combined Technical Proposal Parts 1 and 2 score and Financial Proposal score) will qualify for the Technical Proposal Part 3: Executive Presentation requirement of the RFP. The IV&V Director candidate from each non-disqualified IV&V Bidder will be required to deliver a presentation of up to 60 minutes to representatives of the EMR steering committee. Representatives from the Bidder’s firm are invited to attend and may be permitted to answer questions if OMH seeks further clarification.

This presentation will focus on the IV&V Director candidate’s experience, strategy, and overall approach to providing the services required of the IV & V Project. Key executive personnel from the Bidder’s firm will be required to attend; this allows the executive staff of the OMH/ITS team to assess the overall management direction of the Contractor and its ability to successfully provide the services outlined in this RFP.

6.7.1 Executive Presentation Review (Max. 8 of 10 Points)

The presentation must address the following topics, which are worth, in total, a maximum of 8 of the 10 points available for the Executive presentation:

1. Describe the Firm's Overall philosophy and management strategies related to company operations, future plans and ability to provide IV&V Services to ensure the EMR is delivered on time and within budget.
2. Provide an overview of the firm's internal training philosophy and processes and describe how and why the firm decided to utilize them.
3. Without disclosing any confidential or proprietary information, please give one or two examples of findings and recommendations from IV&V work that the firm has done previously. If possible, try to include at least one example of a finding that a deliverable was not acceptable and a recommendation that the client not accept it.
4. Explain how the Bidder's Firm has maintained Technical, Managerial, and Financial independence from Contractors on which the firm has provided IV&V Services, and how the Firm will maintain this independence for the EMR Contractor that the OMH selects.

6.7.2 Relevant Experience and Viability (Max. 2 of 10 Points)

The presentation must also answer the following questions which are worth, in total, a maximum of 2 of the 10 points available for the Executive presentation:

1. How long has the vendor been in business?
2. How many employees does the vendor have?
3. How many sales and support staff are dedicated to your geographic region?
4. How long has the vendor offered IV&V Services
5. How many live sites does the vendor have? Ask for references and case studies to confirm their experience.
6. What were the vendor's sales last year?
7. What were the vendor's sales last quarter?
8. Is the vendor involved in any litigation with a customer?
9. What percentage of the vendor's IV&V customers are in the field of Healthcare?

6.7.3 Normalization of Executive Presentation Score

Each Technical Proposal Part 3: Executive Presentation will be independently evaluated with the highest score awarded the maximum available points (10 points). All other bids will be prorated using the following formula:

Bidder's Executive Presentation Score / Highest Executive Presentation Score *
10 = Normalized Technical Proposal Part 3: Executive Presentation Score
(rounded to two decimal places)

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Bidder's Technical Proposal Part 3: Executive Presentation Score	7	6	8
Divided by Highest Executive Presentation Score	8	8	8
Times Maximum Points Available	10	10	10
= Normalized Technical Proposal Part 3: Executive Presentation Score	8.75	7.50	10.00

Table 3 – Technical Proposal Part 3 Normalization Example (For reference only)

6.8 Evaluation Procedure

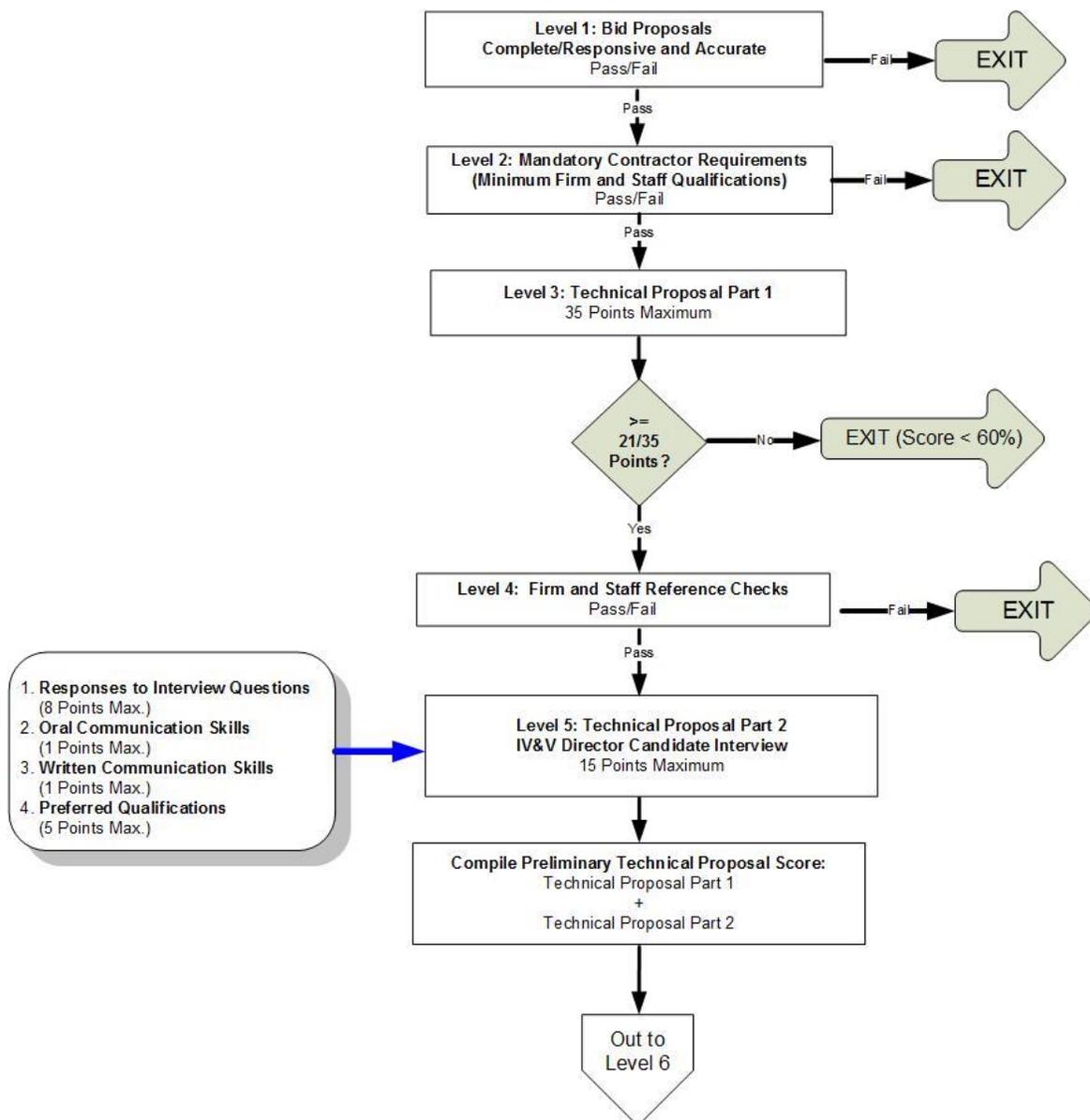


Figure 6-1 RFP Evaluation Process, Levels 1 through 5

Vendors who are disqualified in levels 1-4 will receive a letter of non-award. In response, they may file a formal protest as outlined in [6.10 OMH Protest Procedures](#).

The evaluation process will consist of the following steps (as shown above in Figure 6-1 RFP Evaluation Process, Levels 1 through 5):

6.8.1 Level 1 – Complete, Responsive and Accurate (Pass/Fail)

- A. Bids will be received and opened by the OMH Consolidated Business Office. Bids will be separated into the Technical Proposal and the Financial Proposal. The Technical Proposal section will be forwarded to the Technical Proposal evaluation team. The Financial Proposal will be forwarded to the Financial Proposal evaluation team.
- B. Review of Proposals for Completeness and Accuracy:
The OMH will conduct a pre-screening of each proposal received by the deadline to ensure all contents have been submitted in accordance with the minimum proposal responsiveness requirements as specified in this RFP. Proposals received after the deadline shall be returned to sender unopened (and shall not be considered at all). It is the OMH's sole discretionary determination as to whether a proposal is complete (reference "Minimum RFP Responsiveness" RFP Section 2.3) Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section may be deemed non-responsive by the OMH and may not be considered further.

The Bid Submission forms will be reviewed to ensure their calculations are accurate.

6.8.2 Level 2 – Mandatory Requirements (Pass/Fail)

- A. Review of the Bidder's Mandatory Requirements Compliance:

The [References and Project Abstract Forms](#) will be reviewed to determine if the Bidder's Firm satisfies all of the Mandatory Requirements as described in section [4.1 Mandatory Minimum Firm Qualifications](#). Failure of these forms to clearly demonstrate that the Firm meets all Minimum Firm Qualifications will result in disqualification of the proposal from further consideration.

- B. Review of the Bidder's Staff Mandatory Requirements Compliance:

The [Mandatory Qualifications Detail Forms](#) for the IV&V Director and all other Staff positions, along with any associated detail forms will be reviewed to determine if:

- the IV&V Director candidate satisfies all of the IV&V Director Mandatory Qualifications and

- all other proposed Staff, in total, satisfy all of the remaining Staff Mandatory Qualifications

These Mandatory Qualifications are set forth in section [4.2 Mandatory Minimum Staff Qualifications](#). Failure of this form to clearly demonstrate that the IV&V Director and other Staff meet all Mandatory Minimum Staff Qualifications will result in disqualification of the identified Staff and exclusion of the proposal from further consideration.

Note: For Mandatory Requirements, the forms must clearly present the years and dates of experience for the Staff by showing tasks, tools and/or responsibilities claimed on the form. Failure to provide this substantiating information may result in disqualification of the proposal.

- C. OMH will contact Bidders to inform them if they have met or not met all mandatory requirements. Those Bidders that do not meet all mandatory requirements are deemed disqualified. Bids that have been deemed to be complete, responsive, and accurate shall be evaluated further.

6.8.3 Level 3 – Technical Proposal Part 1 Evaluation (35 Points)

- A. All Technical Proposals for Bidders who have not been disqualified will be scored individually by members of the Technical Proposal Evaluation Team using a predefined rubric and submitted to the CIT Contract Administrator.

The evaluation of the Bidder's Technical approach will be based on the responses provided in the proposal. Detailed evaluation criteria will not be disclosed to bidders.

The highest scoring Technical Proposal Part 1 will receive the full 35 points, and the remaining proposals will be normalized against the highest scoring proposal using the following formula:

$$\text{Bidder's Technical Proposal Part 1 Score} / \text{Highest Technical Proposal Part 1 Score} * 35 = \text{Normalized Technical Proposal Part 1 Score (rounded to two decimal places)}$$

Information from the Financial Proposal or the evaluation of the Financial Proposal will not be available to the Technical Evaluation Committee during its evaluation.

6.8.4 Level 4 Part 1 – Firm and Staff Reference Checks (Pass/Fail)

- A. For **Firms** from the remaining nondisqualified proposals, the OMH must be able to successfully complete at least two reference calls to make a determination of the Firm's viability. Each completed reference call will result in a Pass/Fail rating for the Firm. Firms must receive a Pass rating on all completed reference calls for the Firm regardless of how many reference

calls are successfully completed. If OMH experiences difficulty making successful reference contacts to meet the minimum of two completed calls, OMH will contact the Bidder by email to make them aware of the situation and to establish a deadline by which the Bidder must either provide new reference contacts or ensure successful contact with the original reference contacts.

A Bidder will be disqualified if

1. The Firm receives a Fail rating on a completed reference call
2. OMH cannot successfully complete at least two reference calls for the Firm during its evaluation period after the Bidder has been given an opportunity to remedy the situation

note: References must be from the client's/customer's project management or supervisory staff, and willing to provide their assessment of their experience with the Firm. References must be from within eighteen (18) months prior to the Proposal Due Date and must have firsthand knowledge of the Firm's ability to perform the type of consulting services requested in this Project Definition. References cannot be from the submitting Contractor or other Contractor staff employed by the company providing the reference or a member of the Candidate's own family.

- B. For proposed **Staff** from the remaining nondisqualified proposals, the OMH must be able to successfully complete at least two reference calls for each candidate to make a determination of their viability. Each completed reference call will result in a Pass/Fail rating for the candidate. Candidates must receive a Pass rating on all completed reference calls, regardless of how many reference calls are successfully completed. If OMH experiences difficulty making successful reference contacts to meet the minimum of two completed calls, OMH will contact the Bidder by email to make them aware of the situation and to establish a deadline by which the Bidder must either provide new reference contacts or ensure successful contact with the original reference contacts.

A Bidder will be disqualified if

1. The **IV&V Director** candidate proposed for this solicitation receives a Fail rating on a completed reference call; or
2. OMH cannot successfully complete at least two reference calls for the **IV&V Director** candidate during its evaluation period after the Bidder has been given an opportunity to remedy the situation.
3. An **IV&V Staff (non-Director)** candidate receives a Fail rating on a completed reference call and no replacement candidate is provided within 72 hours
4. An **IV&V Staff (non-Director)** candidate that is a replacement for an IV&V Staff candidate (that was originally submitted with the Bid and received a Fail rating) also receives a Fail rating.

Note: References must be from the client's/customer's project management or supervisory staff, and willing to provide their assessment of their

experience with the Candidate. References must be from within eighteen (18) months prior to the Proposal Due Date and must have firsthand knowledge of the proposed Staff's ability to perform the type of consulting services requested in this RFP. (See: [3.2 Contracted Services](#)) References cannot be from the submitting Contractor or other Contractor staff employed by the company providing the reference or a member of the Candidate's own family.

6.8.5 Level 4 Part 2 – IV&V Director Interview (15 Points)

- A. The proposed IV&V Director for Bidders who pass the Firm and Staff Reference Checks will be required to meet with the Evaluation Team in person for interviews. The proposed IV&V Director must attend an interview within ten (10) business days of notification on site at the OMH Central Office located at 44 Holland Ave in Albany, NY. During the interview, the IV&V Director candidate will be evaluated on their proficiency in the area of technical expertise for which they are being recruited based on responses to the interview questions, responses to the IV&V Director "Preferred Qualifications" on [Attachment I Mandatory Qualifications](#) Detail Forms, and their oral and written communication skills. To assess the candidate's English writing proficiency, the candidate will be required to perform a writing exercise as part of their interview. No interviews by telephone are allowed. Failure of a Bidder's proposed IV&V Director to appear for a scheduled interview will result in the Bidder's disqualification.

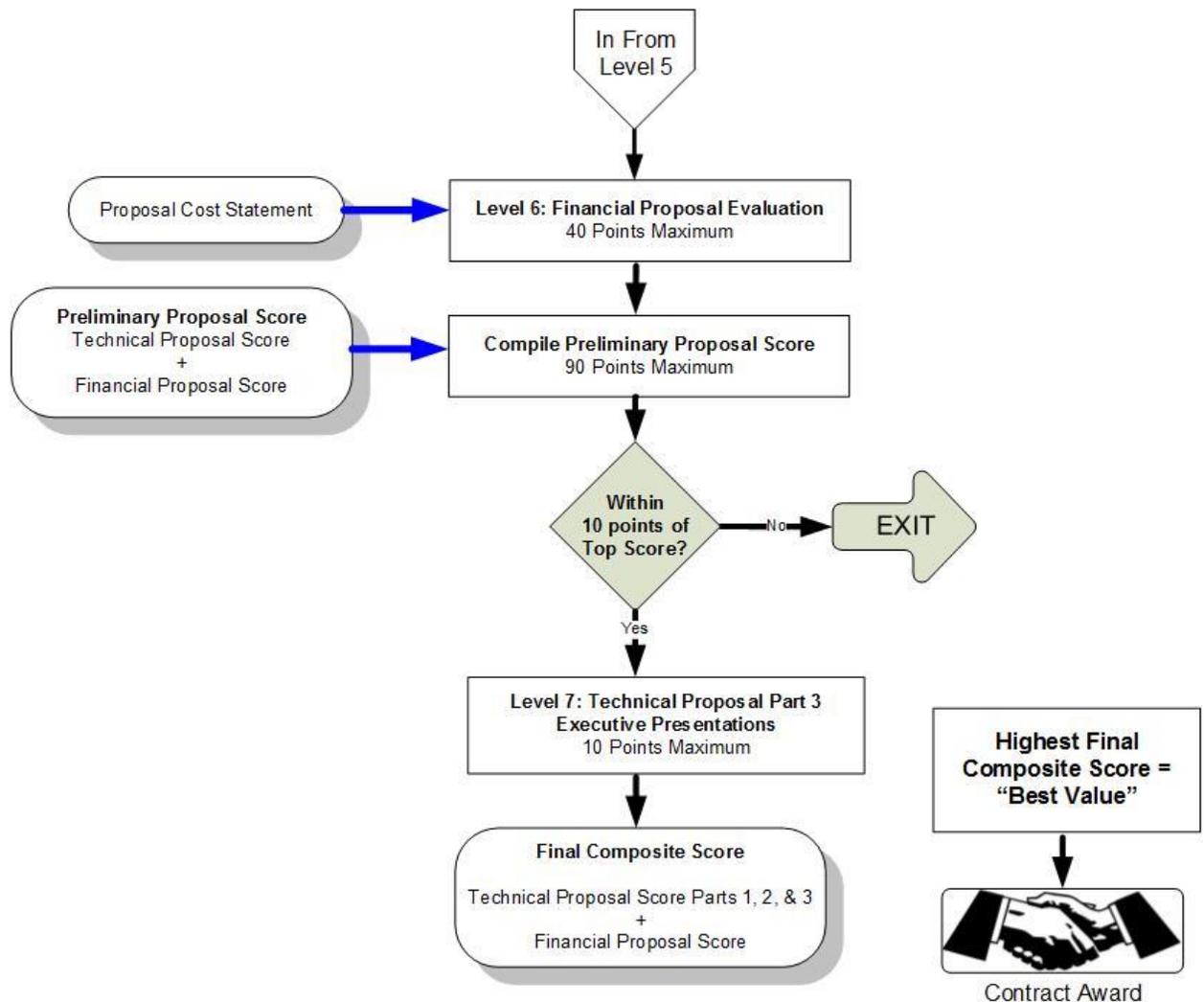


Figure 6-2 RFP Evaluation Process, Levels 5 through End

6.8.6 Level 5 – Financial Proposal Evaluation (40 Points)

- A. All Financial Proposals for Bidders who have not been disqualified in Levels 1 through 4 will be scored individually by the OMH Central Business Office. The Financial Score is based on the Bidder’s submitted [Attachment C: Proposal Cost Statement](#). The highest scoring (lowest cost) Financial Proposal will receive the full 40 points, and the remaining proposals will be normalized against the highest scoring proposal using the following formula:

$$\frac{\text{Lowest Total Not to Exceed Cost Submitted}}{\text{Bidder's Total Not to Exceed Cost}} * 40 = \text{Financial Proposal Points to Award (rounded to two decimal places)}$$

- B. The OMH Central Business Office will calculate the Preliminary Proposal score by adding the Technical Proposal score and Financial Proposal score and present a list of the top three (3) bidders that are within 10 points of the top score to the evaluation team.

6.8.7 Level 6 – Executive Presentation (10 Points)

- C. The Contractor's IV&V Director candidate will provide a presentation to representatives of the EMR steering committee as described in [6.7 Technical Proposal Part 3: Executive Presentation \(10 Points\)](#).
- D. The **Final Composite Score** will be calculated using the following formula:

Final Composite Score = (Technical Proposal Part 1 Score + Technical Proposal Part 2 Score + Financial Proposal Score + Technical Proposal Part 3: Executive Presentation Score)

In calculating the Technical Proposal scores and the Financial Proposal scores, each score will be rounded to the nearest two decimal places. The selected bid will be the bid that obtains the highest combined score in the evaluation process, thereby meeting the definition of best value. In the case of tied scores, OMH shall select the bidder with the lowest cost.

6.9 Debriefing

A debriefing is available to any entity that submitted a bid in response to a solicitation ("Bidder"). A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. A Debriefing shall be requested in writing by the unsuccessful Bidder within five business days of OMH notifying the unsuccessful Bidders that another vendor was selected. An unsuccessful Bidder's written request for a debriefing shall be submitted to: EMR-IVV-RFP@omh.ny.gov

The debriefing shall occur within ten (10) days of OMH's receipt of this request or as soon after that time as practicable under the circumstances.

6.10 OMH Protest Procedures

A bidder wishing to challenge the disqualification of their Bid, or the selection of a firm for contract award must send a Notice of Protest on business letterhead, within 7 business days of notice of disqualification (if they are protesting their disqualification) or within 7 business days of a contract being awarded (if they are protesting their non-selection), to the OMH Designated Contact noted on Page 1 of this RFP. If a request for a debriefing is received by OMH as set forth in Section 6.7 of this RFP, then a Notice of Protest is due within two business days after the debriefing session occurs.

The Notice of Protest must include at a minimum the following information: (a) Contract number and title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the disqualification or contract award, and (c) a

contact name, address, and e-mail address to which OMH may address its Protest Determination.

OMH will review the Notice of Protest, and within 15 business days notify the protesting party of its Protest Determination. If OMH requires additional time, then it will notify the protesting party within the above stated 15 business days. OMH may summarily deny a protest that fails to contain specific factual or legal allegations.

Upon receipt of OMH's Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is available at: <http://www.osc.state.ny.us/vendrep/protestprocedures.htm> .

7.0 Administrative Specifications

7.1 Vendor Responsibility

In accordance with the New York State Finance Law, the OMH will only make contract award to vendors that are determined to be responsive and responsible. All selected Offerors of contracts valued at \$100,000 or more will be required to provide vendor responsibility information through the Office of State Comptroller (OSC) VendRep Web site before negotiation of a contract. Offerors must certify the accuracy of the information they provide in the questionnaire. For more information please visit the following Web site: <http://www.osc.state.ny.us/vendrep/> .

7.2 Contractor Tax Certification

Per Section 5-a of the New York State Tax Law, all vendors selected for contracts in excess of \$100,000 for the sale of goods or services must complete and submit Forms ST-220-TD and ST-220-CA (Contractor Certifications) prior to negotiation of a contract with State agencies. For more information about these forms please visit the following Web sites:

- http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf .
- http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf .
- <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> . (FAQ's)

7.3 Inquiries and Information

All questions concerning this solicitation must be directed **only** to the designated contacts at the Office of Mental Health, Consolidated Business Office (CBO), Contracts and Procurement Unit by e-mail at EMR-IVV-RFP@omh.ny.gov. The last date to submit questions for this solicitation is Thursday, 4/26/12. Responses to all questions of a substantive nature, as well as copies of the questions, will be given to all potential bidders being solicited.

7.4 Contract Payment

All contractors are required to participate in the Electronic Payment program offered by the NYS Office of the State Comptroller (OSC). Payment for invoices submitted by contractors will only be rendered electronically unless payment by paper check has been expressly authorized by OMH's Office of Financial Management, at OMH's sole discretion, due to extenuating circumstances. Electronic payments will be made in accordance with ordinary State procedures and practices. Contractors shall comply with the State Comptroller's procedures to authorize electronic payments. For additional information and to apply for Electronic Payments, the **contractor** is directed to the following web site: <http://www.osc.state.ny.us/epay/index.htm> 

8.0 Contract Boilerplate

The Agreement resulting from this procurement shall consist of the OMH Boilerplate (<http://www.omh.ny.gov/omhweb/rfp/2014/emr/>) together with the RFP and Bidder's Proposal and any other documents determined to be necessary and appropriate by the parties during the course of negotiating the final Agreement.

8.1 Parts of Agreement

The Agreement resulting from this procurement shall consist of the OMH Boilerplate together with the RFP and Bidder's Proposal, as well as an Appendix D-1, which shall contain any terms or conditions which are not otherwise covered by the OMH Boilerplate Agreement of which Appendix D-1 shall be made a part, including but not limited to the terms and conditions set forth in 8.2 below, and any other documents determined to be necessary and appropriate by the parties during the course of negotiating the final Agreement.

8.2 Terms and Conditions

The terms and conditions set forth below shall be set forth in Appendix D-1 of the final Agreement.

8.2.1 Termination

In addition to being subject to termination under any other provisions set forth herein, this Agreement may be terminated by OMH upon thirty (30) days written notice in the event of termination of EMR - Contract #C009999 or any successor agreement to which the services provided hereunder relate.

8.2.2 Notice of Adverse Situation

Contractor shall immediately notify the OMH upon learning of any situation that can be reasonably expected to adversely affect the delivery of services under this Contract. If such notification is verbal, **Contractor** shall submit to the OMH a

written description of the situation and a recommendation for its resolution within three (3) calendar days of learning of the situation. **Contractor's** failure to provide OMH with notice which should have been provided hereunder may be deemed a material breach of the Agreement and a basis for termination for cause as provided elsewhere herein.

8.2.3 Confidentiality

- 1) The parties acknowledge that, in the course of performance hereunder, they may obtain access to information, data and records marked "Confidential" or "Proprietary" by the other party or its agents, contractors, subcontractors, officers, distributors, or resellers, and information, data and records that, even if not marked, can reasonably be assumed to be of a confidential nature and deemed confidential by the disclosing party, including, without limitation, security procedures, business operations information, or commercial Proprietary information in the possession of that party or a third party on behalf of that party (collectively, "Confidential Information"). Contractor acknowledges and agrees that the State and all information, data and records held by or for State, including Contractor's Confidential Information, are subject to the Freedom of Information Law in Public Officers Law Sections 86 et seq. For purposes of this section, Confidential Information of the State shall be deemed to include Confidential Information disclosed by any contractor, vendor or third party providing services in connection with the development and implementation of the EMR project.
- 2) Confidential Information shall not include information which:
 - a) Was known to the receiving party prior to receipt from the disclosing party as evidenced through written documentation;
 - b) Was or becomes a matter of public information or publicly available through no fault on the part of the receiving party;
 - c) Is acquired from a third party lawfully entitled to disclose the information to the receiving party; or
 - d) Is developed independently by receiving party without the use of the disclosing party's Confidential Information
- 3) **Contractor** warrants and covenants that any Confidential Information of State obtained by Contractor, its agents, subcontractors, officers, distributors, resellers or employees in the course of performing its obligations under this Agreement, shall be held in confidence and not disclosed or made available to third parties, except to **Contractor's** contractors and subcontractors to the extent necessary to perform their obligations under this Agreement, without OMH's written permission. **Contractor** agrees to use such Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. Contractor further agrees to take appropriate steps to make sure its agents, subcontractors, officers, distributors, resellers or employees comply with the obligations arising under this section regarding such confidentiality.

- 4) State agrees, to the extent permitted by law, to hold Confidential Information of Contractor and Contractor's third party vendors in confidence and not to disclose or make available to any third parties any Confidential Information except as specifically permitted in this Agreement or as required by law. Contractor and State agree that any Confidential Information which is submitted to State marked "Confidential" or Proprietary" shall be deemed to have been submitted to State with a written request that such information be excepted from disclosure under Section 87(2)(d) of the Public Officers Law as provided in Public Officers Law Sections 89(5)(1) and (2) and shall not be disclosed without prior notice to Contractor and compliance with the procedures set forth in the Public Officers Law.
- 5) All Confidential Information from State will be accounted for by the Contractor upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 6) Contractor shall not obtain, store or process any State Confidential Information or other State data on its equipment or data storage components of the Contractor's computer facility in connection with the performance of the Agreement without OMH's express written permission. If any such data has been obtained, store or processed on any of Contractor's equipment or any data storage components of the Contractor's computer facility during the performance of the Agreement, such data shall be completely purged from all such equipment or components and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor shall certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. The Contractor shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the OITS Project Manager or his/her designee with a statement containing the date of the destruction, description of material destroyed, and the method used. The Contractor shall maintain a list of all individuals (including its agents, subcontractors, officers, distributors, resellers or employees) who are authorized to access Agreement-related information or to whom such information has been disclosed or made available. Said list will be provided to the OITS Project Manager (or designee) upon request.
- 7) In the event that it becomes necessary for the Contractor to receive Confidential Information which Federal or State statute or regulation prohibit from disclosure, the Contractor hereby agrees to return or destroy all such Confidential Information that has been received from the State when the purpose that necessitated its receipt by the Contractor has been completed. In addition, the Contractor agrees not to retain any Confidential Information which Federal or State statute or regulation prohibits from disclosure after termination of the Agreement.
- 8) Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, the parties agree to extend the protections of the Agreement for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If a

party elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the other party accordingly. The Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

- 9) The parties agree that each shall immediately report to the other the discovery of any unauthorized use or unauthorized disclosure of Confidential Information. The OMH may terminate the Agreement if it determines that the Contractor has intentionally violated a material term of this section. The terms of this section shall apply equally to the Contractor, its agents and subcontractors, if any. The Contractor agrees that all subcontractors, if any, and agents shall be made aware of and have signed a confidentiality agreement with Contractor agreeing to the terms of this section. Contractor's failure to comply with the provisions of these requirements shall be deemed a material breach of the Agreement and grounds for immediate termination as provided herein.

- 10) The obligations of this Section shall survive termination of this Agreement.

8.2.4 Uses of Names Publicly

Contractor shall not make any public announcement, news release or other reference relating to or involving the Agreement, or OMH or any OMH employee in relation to the Agreement or the EMR Project without OMH's prior written approval. Public references include, but are not limited, to news conferences, advertising, brochures, reports, discussions and/or presentations at conferences or meetings, as well as the inclusion of State materials, OMH's name or any other reference to New York State or OMH in connection with this Agreement or the EMR Project in any document or forum.

8.2.5 Suspension of Work

OMH, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the State. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, suspension of the EMR - Contract #C009999 or any successor agreement to which the services provided hereunder relate, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the terms of the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

9.0 Library of Attachments

Attachment Name
Attachment A : Labels for Proposal Envelopes Proposal Submission Label Financial Envelope Label Proposal Flash Drive Label
Attachment B : Proposal Cover Sheet
Attachment C : Proposal Cost Statement
Attachment C-1 : Cost Worksheet
Attachment C-2 : Payment Plan (Year 1), Attachment C-2 : Payment Plan (Year 2), Attachment C-2 : Payment Plan (Year 3)
IVV for EMR Schedule (Proposed)
Attachment D : Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles
Attachment E : Vendor Responsibility Questionnaire Certification
Attachment F : Non-Collusive Bidding Certification
Attachment G : No Bid Reply Form
Attachment H : Project Abstract Form
Attachment I : Mandatory Qualifications Detail Forms Bidder IV & V Director IV & V Team Member(s)
Attachment J : Summary of OMH Procurement Lobbying Guidelines
Attachment J1 : Offeror's Affirmation of, Understanding of, Agreement to, and Compliance with OMH Procurement Lobbying Guidelines
Attachment J2 : OMH Offeror Disclosure of Prior Non-Responsibility Determinations
Attachment K : Employment Opportunity Policy Statement
Attachment K-2 : Equal Employment Opportunity Staffing Plan
Attachment L : MWBE Contractor Utilization Plan
Attachment M : Application for Waiver Of M/WBE Participation Goals
Attachment O : Bidder's Staff Certification
Attachment P : Form A
Attachment Q : IV&V for EMR Staff Roster
Attachment S : OMH EMR Project Deliverables
Attachment T : Checklist for Bid Submission
Attachment U : Notice of Deficiency Memo