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REQUEST FOR PROPOSAL # HSS-10-087

Sealed proposals for Case Management Time Study System for the Division of Developmental Disabilities Services, will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #257, 1901 North DuPont Highway, New Castle, Delaware 19720, until 11:00 AM local time, on 8/3/10, at which time the proposals will be opened and read

All RFPs can be obtained online at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED**

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2<sup>ND</sup> FLOOR –ROOM #257  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

This contract resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr. Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

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**Submission of Letter of Interest as outlined on pages 25 & 26  
supersedes all references to a mandatory pre-bid meeting.**

**IMPORTANT: DELIVERY INSTRUCTIONS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THEIR  
PROPOSAL HAS BEEN RECEIVED BY DELAWARE HEALTH AND  
SOCIAL SERVICES BY THE DEADLINE.

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# 1 Project Overview

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## 1.1 Introduction

This is a Request for Proposal (RFP) for a Case Management Time Study System issued by the Division of Developmental Disabilities Services, (DDDS). The DDDS currently employs approximately 45 staff which are called “Case Managers” and perform case management functions for Divisional clients in the Division’s Home and Community Based Waiver Program. The Division charges the Medicaid Program for the costs associated with this function on a per diem basis. During a renewal review of the Division’s HCBS waiver the Centers for Medicare and Medical Assistance, (CMS), it was decided to move the case management function from the HCBS Waiver service cost to an Administrative cost. Thus, the need exists for the Department to contract with a vendor to develop a 100% time study system for this group of staff.

## 1.2 Background and Purpose

The DDDS has held a Home and Community Based Waiver for its clients for over 20 years. During the process of renewing the Waiver, CMS questioned the reimbursement methodology used to charge the Medicaid program for case management costs and also questioned whether all of the job functions of these positions were reimbursable under the Medicaid program. The Division responded with a detailed work plan to address these and other CMS concerns in order to get approval for the renewal.

The Division is requesting contractor assistance to address the following needs:

- 1) Review the job functions and duties of DDDS Case Management staff and ascertain what percentage of those functions and duties are allowable administrative costs to the Medicaid Program.
- 2) Review the client base for the case management function and develop a methodology to calculate a statistic that will represent the percentage of that population that is Medicaid eligible. It is expected that this statistic will need to be developed every quarter.
- 3) Interview staff from both DDDS and the State’s Division of Medicaid and Medical Assistance, (DMMA), related to the above issues, the Waiver renewal in general and the case management component of the renewal in particular.
- 4) Using information and data for the above three tasks, develop a Time Study system that will accurately allocate costs for the case management function to the Medicaid Program. Because of the small size of the staff group providing case management services, it is expected that this system will be required to use a 100% time sample. The Department would like this time study to be conducted electronically, perhaps using a web-based application.
- 5) Provide staff training in the operation of the system to both line staff and DHSS grants management staff.
- 6) Develop and provide a user’s manual to both line and management staff.

- 7) Develop a cost allocation plan amendment describing the methodology, time study and allocation process.



## 2 DHSS Program and System Overview

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### 2.1 Delaware Department of Health and Social Services (DHSS)

The mission of DHSS is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. DHSS is comprised of twelve divisions as follows:

- Division of Substance Abuse and Mental Health
- Division of Child Support Enforcement
- Division of Long Term Care Resident Protection
- Division of Management Services
- Division of Developmental Disabilities Services
- Division of Public Health
- Division of Services for Aging and Adults with Physical Disabilities
- Division of Social Services
- Division of Medicaid and Medical Assistance
- Division of State Service Centers
- Division for the Visually Impaired
- Office of the Chief Medical Examiner

### 2.2 The Division

The Division of Developmental Disabilities Services (DDDS) provides supports and services to individuals with mental retardation and other related developmental disabilities and their families. DDDS has transformed its service delivery model from a facility-centered, fixed program based service system to an individualized and community-based flexible system of supports and services. The redesign of the service delivery system is based on the principles of self-determination, person-centered services, individual control and direction, and choice.

The principles of self-determination and individual control and direction of services has been incorporated into all of the Division's activities and services. Ninety-two percent of the individuals in residential services now live in the community in houses, apartments and small group residences as opposed to institutional settings. This compares to Fiscal Year 2002 when 25 percent of the individuals in residential services lived in institutional settings. Many consumers live with their families in their own homes.

The Division judiciously realigns and reallocates positions and financial resources within the organization to support the expanding community services infrastructure needs. Consolidation of programs and services at Stockley Center is ongoing to assume resource utilization is maximized as the census is reduced through community placements.

DDDS strengthened its community services infrastructure to support the growth in the number of individuals living in the community and the shift in service delivery from an institutional facility-based system to a community-based individualized system of

supports and services. Every individual in a community living arrangement now has an essential lifestyle plan that is person-centered and based on each person's support needs and desires. The Division expanded the use of assistive technology that supports individuals' ability to live in the community and be more independent. DDDS increased the number of residential and day program providers through its authorized provider network system creating more choices for individuals and greater accountability for providers.

DDDS implemented an individual rate setting system. This system and its budgeting practices are individualized and maximize the efficient use of state and federal funds. The rate system has been applied to both residential and day service programs. It is based on objective criteria and assessment of each individual's support needs rather than on provider agency contract negotiations. The system is designed to allow individuals to have a portable rate which empowers them to choose their own service providers. The new structure also ensures service providers receive fair and equitable reimbursement and are accountable for the individuals' satisfaction with the services provided.

The Division has completed its Stockley Center Transition plan, to mirror the Olmstead legislation. The Olmstead legislation was a precursor to the Money Follows the Person concept. Accordingly, over the last six years, DDDS moved 120 individuals from Stockley into community-based settings who opted to receive services in a non-institutional setting. Further, \$8.7 million in financial resources were reallocated from Stockley to support placements in the community. This has represented a 60 percent reduction in the population of Stockley since January 2002. Plans were developed to restructure the Stockley Center. The new facility includes a skilled level of care residential program, ICF/MR level of care residential program and a multipurpose regional evaluation and resource center to support the needs of individuals living in the community. The new multipurpose facility, the Mary Ann Coverdale Center officially opened on May 18, 2009.

The Home and Community Based Services waiver is the key Divisional program, geared to maintaining Divisional clients in the community, currently serving approximately 900. Maintaining the viability of this Waiver and the associated Federal Financial Participation, (FFP), through the Medicaid Program is crucial to the Division's success. Therefore, it is paramount for the Division to address CMS concerns regarding the charging of costs associated with the case management function, the subject of this RFP.

### **2.3 Support/Technical Environment**

The three groups responsible for the development and operation of the automated systems that support the Division are described below. The Division will appoint a Project Director with broad oversight for all project activities. This individual will be responsible for monitoring project progress and will share responsibility with the Project IRM Manager and the Project IS Manager to approve/disapprove all project deliverables and payments. IRM will serve as the technical liaison with DTI (see below). The selected contractor will coordinate efforts for this project with the Project Director, Project IRM Manager and the Project IS Manager.

### **2.3.1 Information Resource Management (IRM)**

The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and advice on automated systems software and development. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications and Help Desk support group. For this project, IRM will provide a Project IRM Manager for this project and staff as needed for consulting support and advice to assure that technical questions and issues are resolved quickly. The Project IRM Manager will share responsibility for review and approval of all project deliverables and payments.

### **2.3.2 Department of Technology and Information (DTI)**

DTI is a separate cabinet level agency responsible for running the State of Delaware's mainframe computer operations, wide area data network and setting statewide IT policy and standards. DTI as a separate state agency does not fall under the authority of DHSS. However, DTI is responsible for supplying mainframe and Wide Area Network (WAN) systems support to DHSS as well as other state agencies. Additionally, DTI provides 24x7 data center operations support. DTI provides state agencies with technical consultant services. DTI will work closely through IRM on this project to ensure that State IT standards are followed.

### **2.3.3 Division Information Technology Group**

This group serves as the division liaison between IRM and vendor technical staff with program staff. They typically translate business needs into IT requirements and vice versa. This is a critical function that ensures that division business requirements are properly communicated to technical staff and that division program staff understand IT policies and standards as they relate to the project. This group works closely with IRM and vendor staff on all technical aspects of the project to ensure close communication with program staff on all phases of the project life cycle including the budget/grant request, RFP, business case process, vendor negotiations, deliverable review and signoff, through implementation and post-implementation support. For this project, a Project Information Systems (IS) Manager will be appointed. If an appropriate Project Director cannot be appointed from the division program staff, then the Project IS Manager will serve as the Project Director. The Project IS Manager will share responsibility for review and approval of all project deliverables and payments.

## **3 State Responsibilities**

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The following are State responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, available resources, and system testing and implementation (if applicable). There is an emphasis on the limitation of State staff time for this project and their role in the customization/development process.

### **3.1 Staffing Roles**

As stated above, the Division will appoint a Project Director. The Project Director will serve to manage project staff including vendor staff during this project. All project deliverables will be approved by signature of the Project Director, Project IRM Manager and the Project IS Manager. The Project Director will serve as the overall project lead with input from the Project IRM Manager and the Project IS Manager

The Project Director will serve as primary coordinator to ensure that Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SME), that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes. This individual is also responsible for scheduling and coordinating User Acceptance Testing (UAT), when appropriate. The Project Director will coordinate with other divisions and State agencies for their input as needed. These staff will serve primarily as subject matter experts on relevant Division applications and related systems, and will participate in meetings and deliverable review as necessary.

The Project IRM Manager and Project IS Manager will serve as primary technical liaisons to ensure that contractor and State technical staff work together effectively to identify current and future technology considerations and make key technology decisions. The Project IRM Manager will serve as the primary liaison with DTI staff to gather State level input as needed.

### **3.2 State Staff Participation**

The Project Director will be assigned to work on this project part time. Additional State staff participation is as assigned and is in addition to their primary responsibilities. State staff normally work 7.5 hour days from 8:00 AM – 4:30 PM, although some staff flex their schedules. No State staff will be available for data cleanup or meta-data definition. State staff will be available to consult with the vendor on the data needing to be cleaned up for conversion. However, divisional SME's can serve to advise contractor on these topics. No State technical staff will be assigned to this project to assist in the coding of the system. State technical staff will attend JAD sessions as assigned. It is important to note that documentation on the existing systems may be missing, incomplete, out of date or in error. Divisional staff will be responsible for user acceptance testing. The Division will be responsible for assigning a primary and backup division liaison and knowledgeable subject matter experts for the duration of JAD sessions related to their areas of expertise. These assignments will be sent to the Project Director prior to the start of the JAD sessions. Attendance at these sessions is mandatory for assigned staff. These same subject matter experts along with other staff will be assigned to participate during UAT for their areas of expertise. Adequate divisional staff participation is critical.

### **3.3 Resource Availability**

During State business days, the Biggs mainframe production systems are normally available from 7:00 AM to 6:00 PM. On Saturday the hours are 8:00 AM to 4:30 PM. Production systems are taken down earlier on specific monthly dates to accommodate particularly heavy batch schedules. Test systems availability will be scheduled in concert with other development staff. DTI has mainframe systems support staff on site from 7:00 AM to 4:30 PM. DTI Operations staff are on site 24x7. IRM applications, telecommunications and Help Desk staff are on site from 8:00 AM to 4:30 PM on State business days. The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential state resource, any reported problems have a very high priority and are dealt with immediately. Biggs Data Center power is conditioned and outside supply fluctuations can trigger a switch to automatic local power generation capability. The State has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Remote connectivity through SSL-VPN is available for offsite work for contracted staff that must access, update or maintain servers and/or applications in the DMZ. Please refer to Appendix D for more information on the DHSS IT environment.

### **3.4 Deliverable Review**

It is the responsibility of the State to perform deliverable review including User Acceptance Testing on all functional aspects of the project. DTI may participate in the review process for certain deliverables. It is the responsibility of the State to review all project deliverables in the agreed upon timeframe. The State will notify the bidder of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal State approval. Likewise, production implementation of each module is contingent upon formal State approval.

### **3.5 Implementation**

Production implementation is normally an IRM responsibility. Depending on the solution selected, IRM may require participation of contractor staff. The state will be primarily responsible for post implementation administration if the system resides at the Biggs Data Center. If an Application Service Provider (ASP) solution is selected, the vendor has primary administration responsibilities.

## 4 Contractor Responsibilities/Project Requirements

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The following are contractor responsibilities and project requirements under this RFP. Given the limitations of assigning State staff to this project, the contractor is expected to provide most of the expertise and provide for the full range of services during the project. Bidders must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this RFP.

Bidders must have demonstrated experience and depth in the following areas:

- Successful installation of the proposed solution in two or more sites similar to DHSS.

This experience is critical in ensuring project success in terms of the future direction of the Division's information technology development, as well as maintaining an open partnership with project partners.

### 4.1 Staffing

Contractor will propose and supply resumes for the following key positions including:

- Project Director
- Other proposed project staff

The resumes will be for specific named individuals and will be in the format specified in Appendix E. Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role.

#### 4.1.1 Offsite Project Work

The State will permit project work to be done offsite, within the United States *and Canada*. For offsite work, the State requires strong management of the resources and assigned tasks; adequate, timely and accurate communications and completion of assigned work by specified deadlines. This is important to any offsite relationship. If the bidder organization is proposing offsite project work, the bidder must specifically address each of the bulleted items below in this section of the proposal. Otherwise, bidder will respond to this section as follows: "**No offsite project work proposed.**"

#### 4.1.2 Offshore Project Work

The State will not permit project work to be done offshore.

#### 4.1.3 Project Manager Requirement

The contractor project manager manages the project from the contractor perspective and is the chief liaison for the State Project Director. The Project Manager has authority to make the day-to-day project decisions from the contractor firm perspective. This contractor project manager is expected to host meetings with Division Subject Matter

Experts (SME) to review Division business organization and functions along with the organization, functions and data of existing information systems relevant to this project. The contractor project manager is expected to host other important meetings and to assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.

#### 4.2 Project Management

The contractor must be the prime contractor to develop all the deliverables required by this RFP. The contractor must recommend a core team to work with DHSS over the course of the project and must identify other resources needed. A detailed, up-to-date project plan must be created and maintained weekly to accurately reflect project timelines and tasks. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. For each document deliverable, the contractor will first deliver for State approval a template with an outline and sample contents. The actual deliverable will follow the approved template. It will be the contractor's responsibility to provide complete and accurate backup documentation as required for all document deliverables.

. The contractor is expected to release prototypes/drafts of project deliverables and components for early state consideration and comment in order to expedite the final review process.

#### 4.3 Requirement to Comply with State Policies and Standards

All proposed solutions submitted in response to this RFP must be fully compatible with the Department of Health and Social Services' technical environment. This is specified in Appendix D via the following web links:

- State of Delaware Web Standards
- DTI Executive Sponsor Reporting Standards and Change Management Standards

Vendors must also comply with DTI policies and standards and DHSS Information Technology (IT) Standards, which will be distributed at the mandatory pre-bid meeting upon vendor signature of a non-disclosure agreement.

Vendor staff accessing State IT resources must comply with DHSS policies and standards, and will be required to sign the DTI Acceptable Use Policy, the DHSS Biggs Data Center User Authorization Form and the Biggs Data Center Non-Disclosure Form.

All components of the proposed solution, including third party software and hardware, are required to adhere to the policies and standards described above, as modified from time to time during the term of the contract resulting from this RFP, including any links or documents found at the above referenced web sites. **Any proposed exceptions must be addressed in the Executive Summary (Section C) of your Technical Proposal. The exceptions listed must be specific and include a justification of why the exception is necessary and the impact on the project if the exception is not granted. Exceptions may be rejected or granted in whole or in part at the sole discretion of the State.**



### 4.3.1 Architecture Requirements

Adherence to State standards is required for securing and protecting data. This level of protection is required for data whether hosted **onsite or offsite**. It is very critical that the proposed solution demonstrate this compliance. As such it is required that the vendor include in this section a proposed architectural diagram(s) in Visio format demonstrating appropriate tier separation and firewall protection that is consistent with State standards.

The application will have at least 3 tiers with the tiers configured and secured as in the sample diagram included in the DHSS IT Environment Standard. Please see State of Delaware System Architecture Standard and DHSS IT Environment Standard for more information. These and associated documents will be provided to interested vendors separately.

DHSS mandates that system changes test out successfully in UAT with formal approval by the State prior to migration into production. The UAT environment must be the technical equivalent of the production environment to minimize issues with promoted code and/or database changes in production. Bidders may propose additional environments as necessary or recommended for their solution.

System architecture diagrams are a key component of the proposed system in terms of meeting State architecture requirements. As part of contract negotiations, the selected vendor will work with IRM to produce a final State approved detailed diagram for each proposed environment. These will be included in the final contract. This will also be made part of a project business case that must be in "Recommended" status prior to contract signature. The project business case is a State responsibility.

The State prefers to have a system with a web front-end for a common user interface. Web browser based applications are now considered the only acceptable platform for custom applications development at DHSS. Additionally, in the purchase of any COTS (commercial off-the-shelf) system, web browser based systems will receive preferential treatment. Preference will also be given to COTS systems which:

- Use Microsoft Windows Server as their operating system
- Use Microsoft Internet Information Server (IIS) as their web and application server software
- Use either Microsoft SQL Server or the mainframe DB2 database for their data store (the Microsoft database platform is the preferred platform due to its higher availability and capacity)
- Have been developed using Microsoft C#.NET

### 4.4 Database Design

The vendor will be required to provide a data model in Microsoft Visio format.

### 4.5 Reporting

To the extent possible, reporting should utilize an extracted or near real time copy of the production database so as not to adversely affect the performance and response time of the production application. This is critically important for systems that permit ad-hoc reporting or user-constructed queries. The State encourages the use of a separate reporting environment especially for complex systems or systems with a large

concurrent use base. If a separate reporting environment is being proposed, bidders will include a corresponding system architecture diagram in their proposal.

#### **4.6 Performance**

Performance of the proposed solution within the DHSS and State technical environment is a critical consideration. The present data center environment in terms of infrastructure, hardware, power, etc. needs to be reviewed. Contractor is expected to review this with IRM and DTI to ensure that it is sufficient. The current design and capacity of the network especially in terms of connectivity to the Division business sites must be reviewed along with service upgrade plans. Future capacity and response time needs must be evaluated and accepted.

#### **4.7 Degree of Customization**

In terms of costs, vendor will be expected to account for necessary customization of proposed solution in order to fit Division business needs.

In terms of degree of customization of COTS software to meet State needs, the State prefers that this not exceed 15%. There is no metric for this requirement; rather it represents the State's interest in cost containment by restricting the customization of a COTS product. If proposing a COTS solution, please include an estimate of the percentage of customization generally necessary for this type of project. The State will waive ownership rights of customization features if they are made part of the standard product, which in fact is the State's preference.

#### **4.8 Backup and Recovery**

DHSS requires that system data be backed up to appropriate media that can be restored as necessary. Contractor will be expected to review the current backup and recovery process and suggest scenarios where incremental backups, full backups or dataset reloads are appropriate.

#### **4.9 Disaster Recovery**

DHSS has contracted with Vital Records, Inc. as the offsite media storage contractor for client/server and mainframe backup media. Sungard Recovery Systems is contracted as the client/server and mainframe cold site contractor. Disaster recovery tests are conducted every six months for the Biggs Data Center Environment. Contractor is expected to review this process with IRM and DTI to ensure that it is sufficient

Additionally, if the vendor has ongoing maintenance responsibilities for the system, they will be required to participate to the extent necessary in this testing. This requirement will be detailed in the maintenance contract and will also include expected turnaround time and recovery participation in the event of an actual disaster declaration.

#### **4.10 Deliverables**

Each document deliverable must be delivered in ten (10) paper copies, along with electronic copies sent to the State Project Director. State staff time is limited on this project especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The contractor must include at least ten (10) business days, per deliverable, in the project plan for State staff to complete a review and to document

their findings. Based on the review findings, DHSS may grant approval, reject portions of or reject the complete document, request contractor revisions be made, or may state the inability to respond to the deliverable until a future specified date. Upon each rejection, the contractor will have five (5) business day periods to revise the document. Additional three (3) business day periods shall be required by the State for subsequent reviews whenever revisions are requested or a deliverable is disapproved.

For each application module deliverable, the source code (or executable, in the case of COTS products) will initially be delivered to the IRM Manager of Application Support responsible for the Division (or designee) at the time of UAT. The vendor is responsible for installation in the DHSS test environment with IRM staff present. The vendor must remain on-site to address any errors until the application is successfully installed. The project plan must include sufficient time for:

- Training for the UAT group
- UAT
- Correction of issues uncovered during UAT

The vendor is responsible for developing a test plan and providing UAT test scripts along with each application module.

Both types of deliverables will be reviewed by DHSS and will require formal approval from DHSS, including the State Project Director, Project IRM Manager and Project IS Manager prior to milestone approval and payment. Formal approval of a deliverable is State approval of the final version. Bidder will include reasonable federal timeframes in the project plan for those deliverables requiring federal review, comment and approval. Also, both types of deliverables will be accompanied by a Deliverable Acceptance Request (DAR) – see Appendix M. The target in deliverable review is to complete the review in two cycles. However, review will need to continue beyond the second cycle if a deliverable still has major defects.

1. In the case of any discrepancy between any deliverable and the Contract, the controlling document shall be the Contract.
2. In the case of any contradiction between deliverables, the contradiction shall be resolved at the sole discretion of DHSS.

**NOTE: Deliverables will be reviewed in a sequential manner. A deliverable will not be accepted for review until the preceding deliverable has been approved. This provision does not prohibit a vendor from working on multiple deliverables at the same time.**

Deliverables are listed as follows. Milestones are indicated with the Mn designation.

	<b>Project Deliverables &amp; Milestones (M1-4)</b>
<b>Phase 1</b>	<b>Deliverable 1: Detailed Project Plan</b>
	Approval of Phase 1 (M1)
<b>Phase 2</b>	<b>Deliverable 2: Analysis of case management job functions/Medicaid penetration rate analysis</b>
	<b>Deliverable 3: Development of on-line time study application</b>
	Approval of Phase 2 (M2)
<b>Phase 3</b>	<b>Deliverable 4: User's manual and staff training</b>
	<b>Deliverable 5: Develop a cost allocation plan amendment describing the methodology, time study and allocation process.</b>
	Approval of Phase 3 (M3)
<b>Phase 4</b>	<b>Deliverable 6: UAT &amp; Acceptance in Production of All Delivered Modules</b>
	<b>Deliverable 7: Ninety (90) Day Warranty Period</b>
	Approval of Phase 4 (M4)

**Except for the initial and final project phases above, vendors may propose a different sequence of phases and deliverables. Schedule F1 of Appendix F (Project Cost Forms) must reflect this different sequence.**

Deliverables shown in bold are mandatory.

#### **4.10.1 Phase 1**

This phase is the kickoff of the project where the overall project planning, project management and schedule are agreed to and the ground rules and expectations are set.

The deliverables in this phase are:

##### **Deliverable 1: Detailed Project Plan**

This deliverable is the first update of the project plan submitted with the proposal of the selected vendor. See Section 6.2.4 for a description of this deliverable.

The project plan is a living document and must be updated at least weekly throughout the project to reflect actual project status and timelines. The State must approve any change that results in the change of a milestone date.

With formal State approval of all deliverables in this phase, the milestone payment (M1) minus 10% holdback may be invoiced.

#### **4.10.2 Phase 2**

The deliverable(s) are as follows:

##### **Deliverable 2:**

Review the job functions and duties of DDDS Case Management staff and develop a comprehensive list of those activities and functions. Ascertain what percentage of those functions and duties are allowable costs to the Medicaid Program. This deliverable will be a written document.

Review the client base for the case management function and develop a methodology to calculate a statistic that will represent the percentage of that population that is Medicaid eligible. It is expected that this statistic will need to be developed every quarter.

##### **Deliverable 3:**

Develop or transfer an on-line Time Study system that will accurately allocate costs for the case management function to the Medicaid Program. Because of the small size of the staff group providing case management services, it is expected that this system will be required to use a 100% time sample.

With formal State approval of all deliverables in this phase, the milestone payment (M2) minus 10% holdback may be invoiced.

#### **4.10.3 Phase 3**

The deliverable(s) are as follows:

##### **Deliverable 4:**

Develop and provide a user's manual to both line and management staff and train user staff in the operation of the system.

##### **Deliverable 5:**

Develop a cost allocation plan amendment describing the methodology, time study and allocation process.

With formal State approval of all deliverables in this phase, the milestone payment (M3) minus 10% holdback may be invoiced.

#### **4.10.4 Phase 4**

The deliverable(s) are as follows:

**Deliverable 6: User Acceptance Testing and Acceptance in Production of All Delivered Modules**

This deliverable consists of final State approval of all delivered modules and their implementation into production. Vendor is expected to rigorously test their application prior to delivery for user acceptance testing, (UAT). The completed system or modules of the completed system will be made available in a test region for formal user testing of the system. This will include final testing of the entire completed system to verify that it functions as specified in Deliverable 2. The User Acceptance Test Report should list issues that were found and fixed during user acceptance testing. This deliverable will serve as a memorandum for the completion of acceptance testing and the sign-off to move forward with production implementation.

**Deliverable 7: Ninety (90) Day Warranty Period**

As the final deliverable of the project, vendor will supply 90 calendar days of warranty support after the final production implementation of all modules. The first two weeks of warranty support will be on-site. The warranty period provides for issue resolution, bug fixes and system functionality problems with the new system. This support is included in the firm fixed price.

With formal State approval of all deliverables in this phase, the milestone payment (M4) may be invoiced. The total M4 payment is the sum total of the holdbacks from milestone payments M1 thru M3. See subsection 7.2 for details on project payments.

## **4.11 Project Expectations**

Contractor will be expected to address the following requirements in detail. Emphasis is on the limited availability of state staff for this project and the expectation that the contractor express in detail their understanding of their responsibilities in the areas of Customization/Development, Implementation, Warranty, Training, and Deliverables.

### **4.11.1 Customization/Development**

Vendor assumes primary responsibility for this project with minimal assistance from state staff

### **4.11.2 Site Requirements**

For non-ASP solutions, the application and database infrastructure and platforms must be located at the Biggs Data Center on the DHSS Herman Holloway Sr. Health & Social Services Campus in New Castle, Delaware.

DHSS prefers the use of web browser based applications and given the option between browser-based applications and other types of applications, will select the browser-based solution. Vendors should note though that ASP/COM applications that use MTS/Component Services present security difficulties in the DHSS IT Environment and will generally not be allowed.

When a web browser based solution is not available, DHSS runs all "thick client" applications (sometimes referred to as "client/server applications") on the Citrix XenApp/Metaframe platform. Vendors proposing such applications must ensure full Citrix XenApp/Metaframe compatibility. DHSS has infrastructure in place to present Citrix based applications to internal network users and/or external users via the Internet.

Any remote access by IT vendors will be accomplished through the use of SSL VPN. Direct modem dial-up access is not allowed. If a vendor expects or requires remote access for proper implementation and/or support of his product, proposals must detail the exact nature of the remote access required and why it cannot be accomplished through other means. Vendors should note that under no circumstances is "remote control" of user desktops ever allowed and the State of Delaware firewall will block such access. For remote access to Windows based servers in the DMZ, either RDP or Citrix must be used.

If the vendor will use any third party products during the course of this project, such products must be approved in writing by DHSS prior to their use. In order to receive such approval the vendor is required to submit a list of the products, the number of licenses that will be procured (if applicable), and a description of how the product will be used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of DHSS.

Any software purchased or developed for DHSS must be an appropriate fit into the DHSS IT Environment. The DHSS IT Environment Standard will be distributed at the pre-bid meeting. Vendors will describe how their proposal's components are consistent with the current environment. Vendors may propose solutions that are not consistent with the current environment but in that case must include a detailed analysis of how their solution's requirements will be integrated into the existing DHSS IT Environment (including, but not limited to, purchases required, set up requirements and so on). The state wishes to leverage the existing infrastructure at the Biggs Data Center to the extent possible. Bidder will describe how their system will take advantage of the existing infrastructure. All proposals (and/or their attendant integration suggestions) will be evaluated for their fit into the current environment. Utilization of this infrastructure will be a factor in proposal evaluation.

The State prefers to purchase third party hardware and software directly unless there is significant advantage to the State in having the hardware/software as vendor deliverables. In either case, all software licenses must be in the name of DHSS and must provide for separate development, test and production environments.

#### **4.11.3 System Testing**

Contractor will consult with IRM to ensure that all aspects of the testing environment are ready. Conversion run tests from existing system will be scheduled through IRM. These tests will be scheduled to run during off peak hours so as to minimize network load. Each developed entity will be thoroughly tested by the contractor before it is scheduled for acceptance testing with the State.

#### **4.11.4 User Acceptance Testing (UAT)**

Each system module will undergo UAT by the State prior to production implementation. The vendor is responsible for developing UAT test scenarios, but the State is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT State staff will be at the State's discretion. Upon formal State approval of a module's UAT, it will be scheduled with IRM for implementation into the production environment.

#### **4.11.5 Conversion**

This project will not involve conversion of existing data.

#### **4.11.6 Training**

Contractor will be responsible for training users in all aspects of the new system. Training will be outlined in a training plan discussing expectations and schedules. A training planning session must be held to review the training plan prior to the first actual training session. This will enable State and Contractor staff to better communicate during these sessions. Contractor will detail in their proposal a training plan outline and schedule for users of each component of the system.

#### **4.11.7 Support Services**

Bidders must include a description of the ongoing support they are proposing which will start after the warranty phase. Support includes licenses, help desk support, bug fixes, updates, ASP charges (if applicable) and new releases. Costs for such services will need to be shown in the Business Proposal volume, together with a statement that such services will be available for a minimum of five years after the warranty period. The first



year will be mandatory; years two through five will be at the State's option. Support cost inflation is discussed on the cost forms.

Bidder must guarantee that their proposed solution will comply with all mandatory requirements, including HIPAA, throughout the entire support phase. Bidder will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from the Division.

It is critical that the proposed solution include ongoing support services and assurance that all regulatory requirements will be met for the Division. Other details and specific requirements are included in various sections throughout this RFP.

#### **4.11.8 Maintenance Services**

Bidders must also provide:

- An estimate of the number of hours required to apply the DHSS customization features to new releases.
- A single fully loaded hourly rate which will apply to this work, as well as to future customization.

This information will need to be shown in the Business Proposal. Support cost inflation is discussed on the cost forms.

Bidder must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Bidder will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from DHSS.

#### **4.11.9 Documentation**

The vendor is responsible for providing documentation of the new system. At a minimum, this includes user manuals and/or on-line help. For non-COTS systems and for the customized components of COTS systems, the vendor is also responsible for providing sufficient system documentation to permit DHSS application maintenance.

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## 5 Proposal Evaluation/Contractor Selection

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### 5.1 Process

DHSS will conduct a three tiered review process for this project. In the first tier, each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in Appendix G – Mandatory (Pass/Fail) Submission Requirements Checklist. **Any proposal failing to meet those requirements is subject to immediate disqualification without further review.** All proposals meeting the mandatory submission requirements will be given to the DHSS Evaluation Team.

In the second tier, the Evaluation Team will perform Technical and Business Proposal Reviews. The individual scores of each evaluator will be averaged to determine a final technical score and a final business score. Technical and Business scores will be combined to determine each bidder's total score.

After the Evaluation Team completes its initial review, staff from the Department of Technology and Information (DTI) will review the top two (2) to five (5) proposals and provide comments and recommendations to the Evaluation Team which will be used in selecting the vendors to demonstrate their proposed solution.

Vendors may be required to demonstrate their proposed solutions. The demonstrations will be used in the Evaluation Team's final deliberations.

In the third tier, the Evaluation Team findings will be presented to an Executive Selection Committee. The Executive Selection Committee will review Evaluation Team findings. A potential contractor will be recommended to the Director, Division of Management Services. Final selection is at the discretion of the Director or their designee.

### 5.2 Proposal Evaluation and Scoring

The Technical and Business proposals of each bidder will be evaluated and assigned points. A maximum of 100 total points is possible.

#### 5.2.1 Mandatory Requirements

The Division Director or designee will perform this portion of the evaluation. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy **all** of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows: Vendor is required to address Section 4 "Contractor Responsibilities/Project Requirements" in detail by subsection and bullet. Vendor is required to follow Section 6 "Bidder Instructions" explicitly and complete all required forms as instructed.

**Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

### 5.2.2 Technical Proposal Scoring

Only those bidders submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored.

Category	Maximum Assigned Points
Meets Mandatory RFP Requirements	Pass/Fail
Appropriateness of Proposed Solution in Terms of Business & Technical Requirements	30
Organization, Staff Qualifications and Experience With Similar Projects	30
Understanding Scope of the Project	10
Project Management Methodology	10
<b>Total Maximum Technical Score</b>	<b>80</b>

### 5.2.3 Business Proposal Scoring

Total business score will be based on the costs submitted as part of the cost worksheet and on the documented stability and resources of the vendor. Strong consideration will be given to how well the costs in the Project Cost Forms compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

<b>Total Maximum Business Score</b>	<b>20</b>
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### 5.2.4 Total Points Awarded

(Total Technical Score + Total Business Score) = Total Evaluation Score

<b>Total Maximum Evaluation Score</b>	<b>100</b>
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## 6 Bidder Instructions

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### 6.1 Submission Information

The proposal must be submitted as follows:

Two (2) original CDs (Each Labeled as “Original”) and six (6) CD copies (Each labeled as “Copy”). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional CDs (Each labeled “Corporate Confidential Information”).

Each CD will contain the following files at a minimum:

- CD Directory.doc (Microsoft Word 2000 or higher)
- RFP Technical Proposal.doc
- RFP Business Proposal.doc
- RFP Technical Proposal.pdf
- RFP Business Proposal.pdf
- RFP Project Plan.mpp

Each proposal file in .pdf format must be a printable copy of each original volume submitted. Other files may be submitted separately. The CD Directory.doc file must contain a Word table listing each file contained on the CD along with a short description of each.

**It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.**

Bidders are no longer required to make hard copies of their responses **except that a cover letter along with the forms found in Appendices B, J, and K should be submitted in hardcopy with original signatures.**

The Technical Proposal Volume copies must be labeled on the outside as follows:

<p style="text-align:center">State of Delaware Department of Health and Social Services RFP</p> <p style="text-align:center">Volume 1 Case Management Time Study - Technical Proposal</p> <p style="text-align:center">DHSS RFP HSS-10-087 (Name of Bidder)</p> <p style="text-align:center">August 3, 2010, 11:00 AM ET</p>
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The Business Proposal Volume copies must be labeled on the outside as follows:

<p style="text-align:center">State of Delaware Department of Health and Social Services RFP</p> <p style="text-align:center">Volume 2 Case Management Time Study - Business Proposal</p> <p style="text-align:center">DHSS RFP HSS-10-087 (Name of Bidder)</p> <p style="text-align:center">August 3, 2010, 11:00 AM ET</p>
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### 6.1.1 Proposal Delivery

Proposals must be delivered to:

BRUCE KRUG  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2ND FLOOR –ROOM #257  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

**6.1.2 Closing Date**

All responses must be received no later than **August 3rd, 2010, 11:00 am ET.**

**6.1.3 Notification of Award**

Proposed date the Notification of Award will be mailed to all bidders: **August 20, 2010.**

**6.1.4 Bidder Questions**

All questions shall reference the pertinent RFP section(s) and page number(s). Written responses from DHSS will be binding. Verbal responses given at a pre-bid meeting (if held) will be informational only and non-binding. Other than at the bidders' meeting, bidders may not contact any State staff except by sending correspondence **electronically** to:

## A) Program Questions:

Valerie Smith, Chief of Administration  
Division of Developmental Disabilities Services  
valerie.smith@state.de.us

## B) Cost Allocation Plan Related Questions:

Robert Bubacz, Sr. Fiscal Administrative Officer  
Division of Management Services  
robert.bubacz@state.de.us

by **July 13, 2010, 4:30 PM ET.** Only those questions received in this manner by this date and time will be considered, and it is the vendor's responsibility to ensure that questions are received by the above named person by the date and time shown above. DHSS will not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>. This addendum will also be sent electronically to all vendors attending the bidders' meeting.

**6.1.5 Anticipated Schedule**

The following timetable is anticipated for key activities within the procurement process:

<b>Activity</b>	<b>Schedule</b>
State Publishes RFP	<b>June 29, 2010</b>
Submission of Letter of Interest	<b>July 6, 2010 4:30 PM ET</b>
Submission of Questions	<b>July 13, 2010 4: 30 pm ET</b>
Response to Questions	<b>July 20, 2010</b>
Receipt of Proposals	<b>August 3, 2010 11: 00 am ET</b>
Selected Vendors' Demonstrations	<b>August 9 – 13, 2010</b>

Notification of Award	<b>August 20, 2010</b>
Contract Signature/Project Start	<b>September 14, 2010</b>

### **6.1.6 Proposal Becomes State Property**

All proposals become the property of the State of Delaware and will not be returned to bidders. DHSS will not divulge specific content of proposals to the extent that the bidder identifies contents as privileged or confidential. Any information not so designated will be considered public information.

### **6.1.7 RFP and Final Contract**

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder.

### **6.1.8 Proposal and Final Contract**

The bidder's proposal will be incorporated into the final contract and be considered binding upon the successful bidder.

### **6.1.9 Modifications to Proposals**

Modifications to proposals will not be accepted after the submission deadline. At any time, DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal.

### **6.1.10 Alternative Solutions**

The proposal must contain a single solution, including hardware and software. This is critical in ensuring project success and that project costs are expected, administered and contained. Single proposals containing alternative/multiple solutions will be failed.

### **6.1.11 Cost of Proposal Preparation**

All costs of proposal preparation will be borne by the bidder.

### **6.1.12 Letter of Interest**

In lieu of a mandatory pre-bid meeting, the Department is requiring potential bidders to submit a Letter of Interest, (see Appendix N), **by July 6, 2010**. **The contact information in this letter will be used to direct the bidder to sections of the DTI website containing information on the State IT Environment that a potential bidder will need to know in order to develop a successful bid package.**

The Letter of Interest should be submitted to:

BRUCE KRUG  
 DELAWARE HEALTH AND SOCIAL SERVICES  
 PROCUREMENT BRANCH  
 MAIN ADMIN BLD, SULLIVAN STREET  
 2ND FLOOR –ROOM #257  
 1901 NORTH DUPONT HIGHWAY  
 HERMAN M. HOLLOWAY SR. HEALTH AND

SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

## 6.2 Volume I – Technical Proposal Contents

The Technical Proposal shall consist of and be labeled with the following sections:

- A. Transmittal Letter
- B. Required Forms
- C. Executive Summary
- D. Project Management Plan
- E. Contractor Responsibilities/Project Requirements
- F. Staff Qualifications and Experience
- G. Firm Past Performance and Qualifications

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion of, cost information shall appear in the Technical Proposal or Transmittal Letter.**

### 6.2.1 Transmittal Letter (Section A)

The Transmittal Letter shall be written on the bidder's official business letterhead stationery. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively in response to this RFP. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work proposed. It must include the following in the order given:

1. An itemization of all materials and enclosures being forwarded in response to the RFP
2. A statement certifying that the proposal CD's have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments in the event that there are any; if none have been received by the bidder, a statement to that effect must be included
4. A statement that all proposal conditions are valid for 180 days from the deadline date for proposal submission
5. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal volume
6. A statement that certifies pricing was arrived at without any collusion or conflict of interest

The original of the Transmittal Letter shall be submitted in a separate, sealed envelope inside the package containing the Technical Proposals. All other copies of the Transmittal Letter shall be bound into the copies of the Technical Proposal.

### 6.2.2 Required Forms (Section B)

This section of the proposal will include the following completed forms:



**Certification and Statement of Compliance**

Appendix B: This is a mandatory form in which the bidder must certify certain required compliance provisions.

**Mandatory Submission Requirements Checklist**

Appendix G: This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

**State of Delaware Contracts Disclosure**

Appendix H: On this form, bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware that have been active during the last three (3) years. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

**Bidders Signature Form**

Appendix J: This is a standard bidder information form.

**Office of Minority and Women Business Enterprise Self-Certification Tracking Form**

Appendix K: This is an optional form

**Bidder Project Experience**

Appendix L: This provides a standard form to document vendor's work on similar projects.

**6.2.3 Executive Summary (Section C)**

Bidder shall present a high-level project description to give the evaluation team and others a broad understanding of the technical proposal and the bidder's approach to this project. This should summarize project purpose, key project tasks, a timeline, deliverables and key milestones, qualifications of key personnel, along with subcontractor usage and their scope of work. A summary of the bidder's corporate resources, including previous relevant experience, staff, and financial stability must be included. The Executive Summary is limited to a maximum of ten (10) pages.

**6.2.4 Project Management Plan (Section D)**

Bidder shall describe the overall plan and required activities in order to implement the project within the budget and described schedule. This should include descriptions of management controls, processes and reporting requirements that will be put into place to ensure a smooth administration of this project.

**Project Plan (Section D.1)**

Bidder must outline a project plan with the following information:

- Key dates including dates for deliverable submission, State deliverable approval, Federal deliverable approval (if required) and milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire

project

- An organization chart with staff names & functional titles
- Description at the subtask level including duration and required staff resources (contractor vs. State) and hours
- Resource staffing matrix by subtask, summarized by total hours by person, per month.

The proposed schedule in the project plan must be in Microsoft Project format. Bidder must also discuss procedures for project plan maintenance, status reporting, deliverable walkthroughs, subcontractor management, issue tracking and resolution, interfacing with State staff and contract management.

Vendors attending the mandatory bidders' meeting will receive a sample Microsoft project plan. It provides the general format that vendors must follow when constructing their project plan. Vendor plans must reflect each deliverable and milestone in the specified format. Review periods as specified in the RFP must be built into the project schedule. Serial deliverable review periods must be shown - the best way to do this is to link the "State Review of Deliverable" task with the prior deliverable's review task. The project plan is a critical deliverable and must reflect all dependencies, dates and review periods. If the plan has issues, the state will not approve the initial milestone payment. Vendor staff expertise in MS Project is critical for proper construction and maintenance of this plan.

**NOTE:** All of the application deliverables are described at a module level. The project plan must be more detailed and include items such as:

- Requirements JAD sessions
- Requirements document \*
- Design JAD sessions
- Design document \*
- User manual or on-line help \*
- Systems documentation, as required \*
- Training plan \*
- UAT \*
- Production implementation \*

For the items shown with an asterisk above, the plan needs to provide time for DHSS review and approval.

### **6.2.5 Staff Qualifications and Experience (Section F)**

Bidders shall submit a staff skills matrix in their own format to summarize relevant experience of the proposed staff, including any subcontractor staff in the areas of:

- Technical project management
- Planning
- Requirements Analysis

Additionally, bidders shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Bidder and subcontractor staff shall be separately identified. Contractor staff requirements will be addressed as outlined in subsection 4.1. Resumes will be formatted as outlined in Appendix E and included in this section of the proposal. Bidder must also provide an organization chart of all proposed staff.

If subcontractors are being proposed, then include the name and address of each subcontractor entity along with an organization chart indicating staffing breakdown by job title and staff numbers on this project. This organization chart must show how the individual subcontractor entity will be managed by your firm as the primary contractor. Any sub or co-contractor entity(s) proposed will need prior approval by the State before the contract is signed. If proposing no sub contractors, please state in this proposal section “**No subcontractors are being proposed as part of this contract.**” Please refer to RFP Appendix A for subcontractor standards.

### **6.2.6 Firm Past Performance and Qualifications (Section G)**

The bidder shall describe their corporate experience within the last five (5) years directly related to the proposed contract. Also include experience in:

- Other government projects of a similar scale

Experience of proposed subcontractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide name, address and phone number for an administrative or managerial customer reference familiar with the bidder’s performance. Use the form provided in Appendix L.

Provide an example of an actual client implementation plan, similar in magnitude to the Case Management Time Study, including staff, dates, milestones, deliverables, and resources.

## **6.3 Volume II – Business Proposal Contents**

The business proposal volume will contain all project costs along with evidence of the bidder’s financial stability.

### **6.3.1 Project Cost Information (Section A)**

The bidder shall provide costs for the Technical Proposal Volume as outlined in Appendix F.

In completing the cost schedules, rounding should not be used. A total must equal the sum of its details/subtotals; a subtotal must equal the sum of its details.

**The Total Cost shown in Schedule F1 must include all costs (except out year costs) that the selected vendor will be paid by DHSS. If specialized hardware or software will be provided by the vendor, it must be included as a deliverable in this schedule.**

Vendors attending the mandatory bidders’ meeting will receive a sample Microsoft Excel version of Schedule F1.

**Cost information must only be included in the Business Proposal Volume. No cost information should be listed in the Technical Proposal Volume.**

### 6.3.2 Software and Hardware Information (Section B)

On a separate page of the Business Proposal entitled "Software Licensing Structure" list each module and each third party software application listed in either Schedule F1 or Schedule F5. Describe what required (or optional) functions from section 4 that the particular module or application includes. Discuss the licensing structure (per seat, concurrent user, site, etc.) for each.

On a separate page of the Business Proposal entitled "Hardware Description" list each hardware item listed in either Schedule F1 or Schedule F6. Provide a description of its function and a detailed component list.

**All licenses must be in the name of the State and at a minimum must provide for separate development, test and production environments.**

### Procurement Instructions

Implementation vendor will work with a state approved hardware/software vendor(s) to develop and verify the specifications for project hardware and software. The State approved vendor will send the implementation vendor a product specifications list, without cost information, for confirmation. The implementation vendor will submit the confirmed list to the State and the State will request a quote from the vendor(s). The State approved vendor will develop the quote using these specifications and send this to the State. The Division will process the purchase (order) as normal, using project funds. This will ensure the products are in the State's name and are added to our current agreements.

### 6.3.3 Vendor Stability and Resources (Section C)

The bidder shall describe its corporate stability and resources that will allow it to complete a project of this scale and meet all of the requirements contained in this RFP. The bidder's demonstration of its financial solvency and sufficiency of corporate resources is dependent upon whether the bidder's organization is publicly held or not:

- If the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports and financial statements, a recent Dun and Bradstreet credit report, and the name, address, and telephone number of a responsible representative of the bidder's principle financial or banking organization; include this information with copy of the Technical Proposal and reference the enclosure as the response to this subsection; or
- If the bidder is not a publicly held corporation, the bidder may either comply with the preceding paragraph or describe the bidding organization, including size, longevity, client base, areas of specialization and expertise, a recent Dun and Bradstreet credit report, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate a determination about the stability and financial strength of the bidding organization; also to be provided is a bank reference and a credit rating (with the name of the rating service); and
- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

This level of detail must also be provided for any subcontractor(s) who are proposed to complete at least ten (10) percent of the proposed scope of work.



## 7 Terms and Conditions

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The following provisions constitute the terms and conditions of the contractual agreement between the State of Delaware, Department of Health and Social Services (DHSS) and its contractor. This section contains terms and conditions specific to this RFP. The general terms and conditions are contained in Appendix A. The standard departmental contract is contained in Appendix C.

### 7.1 Contract Composition

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

The contract between DDDS and the contractor selected from the evaluation of responses to this RFP shall consist of the components stated in section B.16 of the Standard Department Contract,(appendix C).In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

1. Standard Department Contract (pages 1 – n of this contract)
2. Division Requirements
3. Contract Amendment(s)
4. RFP Amendment(s)
5. Published RFP
6. Amendment(s) to Vendor Proposal
7. Vendor Proposal
8. Other Informational Documents

### 7.2 Payment for Services Rendered

Services will be bound by a **firm fixed price contract**. The firm fixed price will be the Total Cost shown in Schedule F1 (Appendix F). Payments will be made based upon the contractor's satisfactory completion and State approval of the identified scheduled milestones.

### 7.3 Contract Term

The maximum term of the project is twelve months from contract signature. Bidder may propose a shorter term in their proposal. At the State's sole discretion the contract end date may be extended for up to 3 (three) years in one year increments.

### 7.4 Contractor Personnel

At any time and at its sole discretion, DHSS shall have the right to require the Contractor to remove any individual (either Contractor or subcontractor) from his/her assignment to this contract if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. DHSS will notify the Contractor of this issue in writing and Contractor will immediately comply. The State shall not be invoiced for any further work by this individual after this notification. If the Contractor must make a staff

substitution for whatever reason, a staff person with equivalent or better qualifications and experience will be proposed to the State as soon as possible. This proposed candidate will be subject to the same qualifying procedures as the original candidate. The State Project Director and Project IRM Manager must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor's choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the proposed replacement staff member can be approved and can assume the vacated position immediately upon its vacancy.

## **7.5 DTI Requirements**

### **STANDARD PRACTICES:**

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI. If any service, product or deliverable furnished by a contractor(s) does not conform to DTI standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards or practices.

### **CONFIDENTIALITY AND DATA INTEGRITY:**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

### **SECURITY:**

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

**CYBER SECURITY LIABILITY:**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

**OTHER**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform, as specified in the Agreement.

It shall be the duty of the contractor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Contractor's agreement shall not limit or modify liability for information security breaches, and contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to contractor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Vendor.

**7.6 Funding**

This contract is dependent upon the appropriation of the necessary funding.

DHSS reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet its funding limitations and processing constraints.

**7.7 Confidentiality**

The contractor shall safeguard any client information and other confidential information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require.

**7.8 Method of Payment:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.



**7.9 Contract Transition**

In the event the Department awards the contract to another Contractor, through contract expiration or termination of this contract, the Contractor will develop a plan to facilitate a smooth transition of contracted functions either back to the Department or to another Contractor designated by the State. This close out plan must be approved by the Department.

## 8 Appendices

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Appendices referenced in this RFP are included in this section. The following are included for the bidder's use in submitting a proposal.

**A. General Terms and Conditions**

**B. Certification and Statement of Compliance**

**C. Standard Departmental Contract**

**D. Website Links**

**E. Key Position Resume**

**F. Project Cost Forms**

**G. Mandatory (Pass/Fail) Submission Requirements Checklist**

**H. State of Delaware Contracts Disclosure**

**I. Crosswalk of RFP Section 4**

**J. Bidders Signature Form**

**K. Office of Minority and Women Business Enterprise Self-Certification Tracking Form**

**L. Bidder Project Experience**

**M. Deliverable Acceptance Request (DAR)**

The following Appendices must be completed by all bidders and included as part of the specified proposal:

- Technical Proposal - Appendices B, E, G, H, I, J, K(optional), L
- Business Proposal – Appendix F

# Appendix

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## A. General Terms and Conditions

## **Appendix A**

### **General Terms and Conditions**

**The following provisions are applicable to all DHSS RFP's**

**1) Proposal Becomes State Property**

All proposals become the property of the State of Delaware and will not be returned to contractors.

**2) RFP and Final Contract**

The contents of this RFP will be incorporated into the final contract and will become binding upon the successful bidder. If bidders are unwilling to comply with certain RFP requirements, terms and conditions, objections must be clearly stated in the proposal and will be subject to negotiation at the discretion of the Department.

**3) Proposal and Final Contract**

The bidder's proposal will be incorporated into the final contract and be considered binding upon the successful bidder.

**4) Amendments to Proposals**

Amendments to proposals will not be accepted after the submission deadline. DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal at any time.

**5) Cost of Proposal Preparation**

All costs of proposal preparation will be borne by the bidder.

**6) Investigation of Contractor's Qualifications**

The State of Delaware may make such investigation as it deems necessary to determine ability of potential contractors to furnish required services, and contractors shall furnish the State with data requested for this purpose. The State reserves the right to reject any offer if evidence submitted or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver services.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these as additional references and may contact these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and may be factored into the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

**7) Certifications, Representations, Acknowledgments**

Using Appendix B, bidding contractors must certify that:

- They are a regular dealer in the services being procured.
- They have the ability to fulfill all requirements specified for development with this RFP.
- They have independently determined their prices.
- They are accurately representing their type of business and affiliations.
- They have acknowledged any contingency fees paid to obtain award of this contract.
- They have included in their quotation all costs necessary for or incidental to their total performance under the contract.
- They will secure a Delaware Business License.
- They will secure the appropriate type and amounts of insurance coverage required by the State. Proof of such coverage will be a requirement of the contract.

### **8) Ownership Rights**

The State will retain ownership rights to all materials including software, designs, drawings, specifications, notes, electronically or magnetically recorded material, and other work in whatever form, developed during the performance of this contract. A fundamental obligation herein imposed on the Contractor is the assignment by the Contractor to DHSS of all ownership rights in the completed project. This obligation on the part of the Contractor to assign all ownership rights is not subject to limitation in any respect, whether by characterization of any part of the deliverables as proprietary or by failure to claim for the cost thereof. The provisions of this article shall be incorporated into any subcontract.

### **9) Federal/State Access Rights**

Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the contractor and its subcontractors at such intervals as any representative shall deem necessary.

### **10) Reserved Rights of the Department of Health & Social Services**

The Department reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest cost
- Waive or modify any information, irregularities or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time;
- If negotiations fail to result in an agreement within two weeks, DHSS may terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

### **11) Standard for Subcontractors**

The contract with the prime contractor will bind subcontractors to the prime contractor by the terms, specifications and standards of this statement of work and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the State with respect to the services to be performed

by the subcontractor, so that the subcontractor will not prejudice such rights. The use of subcontractors on this project must have the prior approval of the State.

### **12) Irrevocable License**

The State of Delaware reserves a royalty-free, exclusive, and irrevocable license to reproduce, publish, or otherwise use the copyright of any deliverables developed under the resulting contract.

### **13) Non-Discrimination**

The selected provider will be required to sign a contract containing a clause that prohibits the provider from discriminating against employees on the basis of their race, color, sex, religion, age and national origin.

### **14) Right to a Debriefing**

To request a debriefing on a bidder selection, the bidder must submit a letter requesting a debriefing to the Procurement Administrator, DHSS, within ten days of the announced selection. In the letter, the bidder must specifically state the reason(s) for the debriefing. Debriefing requests must be based on pertinent issues relating to the selection process. Debriefing requests based on specifications in the RFP will not be accepted. All debriefing requests will be evaluated in accordance with these conditions. Debriefing requests that meet these conditions will be reviewed and respectively answered by the Procurement Administrator and/or Debriefing Committee.

### **15) Hiring Provision**

Staff contracted to provide the services requested in this RFP are not precluded from seeking employment with the State of Delaware. The contractor firm selected as a result of this RFP shall not prohibit their employees or subcontractor staff from seeking employment with the State of Delaware.

### **16) Anti Lobbying**

The selected contractor must certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress and that the contractor will file required Federal lobbying reports.

### **17) Anti Kick-back**

The selected contractor will be expected to comply with other federal statutes including the Copeland "Anti-Kickback Act" (18 U.S.C.874), Section 306 of the Clean Air Act, Section 508 of the Clean Water Act , and the Debarment Act.

### **18) Delaware Contract Language**

Appendix C contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. The State will not entertain any modifications to the language of this document. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

**19) Project Cost**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

**20) Public Record**

The Department will not divulge specific content of proposals to the extent that the contractor identifies contents as privileged or confidential. Any information not so designated will be considered public information.

**21) Minority/Women/Disadvantaged Business Certification**

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at:

<http://www2.state.de.us/omwdb/>

# Appendix

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## **B. Certification and Statement of Compliance**





DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

As the official representative for the bidder, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for Profit Corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced bidder has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

- n. They (check one): \_\_\_\_\_ are; \_\_\_\_\_ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**PROCUREMENT**

**STATEMENT OF COMPLIANCE**

As the official representative for the contractor, I  
Certify that on behalf of the agency that \_\_\_\_\_  
(Company name) will comply with all Federal and State of Delaware laws, rules, and  
regulations, pertaining to equal employment opportunity and affirmative action laws. In  
addition, compliance will be assured in regard to Federal and State of Delaware laws  
and Regulations relating to confidentiality and individual and family privacy in the  
collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix

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## **C. Standard Departmental Contract**

(DHSS Standard Contract Boilerplate Approved: 10/06/2008)

# CONTRACT

## A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

## B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:
 

a)	Comprehensive General Liability	\$1,000,000
and	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury)    \$100,000/\$300,000
- f) Automotive Property Damage (to others)                    \$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide

services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.

11. This Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.



- 12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

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To the Contractor at:

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- 13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
- 14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
- 15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix .....

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to

copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect,

- mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
  3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
  4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
  5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
  6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

For the Department:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Rita M. Landgraf  
Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

# Appendix

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## D. Website Links

- State of Delaware Web Standards  
<http://www.state.de.us/sos/gic/information/webstandards.shtml>
- DTI Executive Sponsor Reporting Standards and Change Management Standards  
<http://dti.delaware.gov/majorproj/majorproj.shtml>.
- Top 20 Internet Security Threats developed by the SANS Institute and the FBI  
<http://www.sans.org/top20/>

# Appendix

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## E. Key Position Resume



### Key Position Resume

Name: \_\_\_\_\_ Proposed Project Position: \_\_\_\_\_

Number of years experience in the proposed position: \_\_\_\_\_

Number of years experience in this field of work: \_\_\_\_\_

#### **Detail Training/Education**

(Repeat the format below for as many degrees/certificates as are relevant to this proposal. Dates between training/education may overlap.)

Degree/Certificate	Dates of Training/Education
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

#### **Detail Experience**

(Repeat the format below for as many jobs/projects as are relevant to this proposal. Dates between jobs/projects may overlap.)

Job/Project: \_\_\_\_\_ Position: \_\_\_\_\_

From Date: \_\_\_\_\_ To Date: \_\_\_\_\_

Description of the tasks this person performed in this job/project. Detail any state or government planning projects and specify the role of the person on each project

# Appendix

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## F. Project Cost Forms

**F1. Project Costs by Deliverables & Milestones**

**<Project Title> Deliverable & Milestone Cost Schedule**

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	Holdback	Vendor Payment	State Share	Projected Date	Actual Date Approved
Phase 1	Deliverable 1: Detailed Project Work Plan							
	State Approval of Phase 1 (M1)							
Phase 2	Deliverable 2: Analysis of job functions and Medicaid Penetration Rate							
	Deliverable 3: On-line Time Study Application							
	State Approval of Phase 2 (M2)							
Phase 3	Deliverable 4: User Manual and training							
	Deliverable 5: Develop a cost allocation plan amendment.							
	State Approval of Phase 3 (M3)							
Phase 4	Deliverable 6: UAT & Acceptance in Production of All Delivered Modules	[REDACTED]						
	Deliverable 7: Ninety (90) Day Warranty Period	[REDACTED]						
	State Approval of Phase 4 and Entire Project, Including Holdback From Prior Phases (M4)							
<b>Total Project Cost</b>								
<b>ASP Cost During Implementation &amp; Warranty Period (if applicable)</b>								
<b>Total Cost</b>								

Holdback Percent	10.00%
State Share Percent	100.00%

The Total Cost shown in Schedule F1 must include all costs (except out year costs) that the selected vendor will be paid by DHSS. If specialized hardware or software will be provided by the vendor, it must be included as a deliverable in the above schedule. Deliverable costs will sum to the Total Project Cost which constitutes the firm fixed price of the contract.

Deliverables in the Microsoft Project plan must match those included in the project cost schedule above.

The modules listed above are those described in the RFP. If a vendor's proposed solution provides the same functionality as described in the RFP, but organizes this functionality in a different combination of modules, the vendor should show its own organization of modules in the above schedule and in Schedules F3 and F4.

Vendors must complete the **Projected Date** column for each milestone and the dates must correspond to the dates provided in the Microsoft Project plan.

#### Milestone Cost Breakdown

- M1 = Total Cost for Phase 1 deliverables – 10% holdback
- M2 = Total Cost for Phase 2 deliverables – 10% holdback
- M3 = Total Cost for Phase 3 deliverables – 10% holdback
- M4 = M1 + M2 + M3 holdbacks

Costs for each task/deliverable listed must be specified along with the total cost of all tasks/deliverables in each specified phase. Please check all figures for accuracy.

Contractor may invoice for **milestone payments** upon formal approval by the Division and IRM.



### F3 Software Licensing Schedule

<b>Module Name</b>	<b>Number of Licenses</b>	<b>Percent Customization</b>

**F4 Out year Software Support, ASP and Maintenance Cost Schedule**

Out year support costs are to be listed in the following schedules for each module. Support, ASP and maintenance costs are capped at a 2% inflation rate per year. Out year support and maintenance costs will be taken into effect in determining the Appropriateness of Solution Score. **Year 1 is defined as the first 12 months after the expiration of the 90 day warranty period.**

**Support Costs**

Module Name	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total</b>					

**ASP Costs (if applicable)**

Module Name	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total</b>					

**Maintenance Costs**

Estimate of the number of hours required to apply the DHSS customization features to new releases: \_\_\_\_\_

Single fully loaded hourly rate which will apply to this work, as well as to future customization during the first year: \_\_\_\_\_

### F5.State Purchased Third Party Software Schedule

List all third party software that the State is responsible for purchasing for use after implementation. This includes State developer licenses as well as user licenses. The State is not responsible for purchasing vendor developer licenses. Only new software or additional licenses for existing software being proposed for this project will be listed here. If the proposed software solution comprises multiple separately-costed modules, please list them separately in the following Schedule.

Software Description/Name	Required Version	Number of Licenses

Total Estimated State Purchased Third Party Software Cost \_\_\_\_\_

The State will purchase the above items from a third party, not the selected vendor. The cost should not be included in Schedule F1



**F6. State Purchased Hardware Schedule**

This is a hardware summary cost schedule. Only new hardware or upgrades to existing hardware being proposed for this project will be listed here.

Hardware Description/Name	Quantity

Total Estimated State Purchased Hardware Cost \_\_\_\_\_

The State will purchase the above items from a third party, not the selected vendor. The cost should not be included in Schedule F1

# Appendix

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## G. Mandatory (Pass/Fail) Submission Requirements Checklist

### Mandatory (Pass/Fail) Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted no later than the closing date and time	6.1.2	
The bid is submitted in separate sealed volumes containing the Technical and Business proposals	6.1	
The correct number of copies of each proposal is submitted	6.1	
Each proposal volume is labeled correctly	6.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	6.2.1	
The proposal contains a single solution in terms of this planning project	6.1.10	
Bidder/Proposed Subcontractor has appropriate project experience	6.2.6	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal CD's have been scanned and are free from viruses and other malicious software.	6.2.1	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Appendix A	
Technical proposal is submitted with a duly signed and dated copy of the Certification/Statement of Compliance	Appendix B	
Completed Project Cost Forms	Appendix F	
Firm fixed price contract proposed	7.2	
Technical proposal is submitted with a completed, duly signed and dated copy of the Submission Requirements Checklist	6.2.2 & Appendix G	
Completed State of Delaware Contracts Disclosure	Appendix H	
Completed Crosswalk of RFP Section 4	Appendix I	
Completed Bidders Signature Form	Appendix J	
Project timeline does not exceed specified project length	7.3	
Compliance with HIPAA Regulations & Standards	4.3 & 4.4	
Proposal includes required resumes	6.2.6	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title / Company

\_\_\_\_\_  
Date



# Appendix

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## H. State of Delaware Contracts Disclosure

**State of Delaware Contracts Disclosure**

<b>Vendor/Predecessor Firm Name</b>	<b>State Department and Division</b>	<b>Contact Name, Address and Phone Number</b>	<b>Period of Performance</b>	<b>Contract Number</b>	<b>Amount</b>
Sample Vendor Firm Name	DHSS \ DMS	Contact Name 1901 N DuPont Highway New Castle, DE 19720 302.999.9999	01/01/2002 – 12/31/2002	PSC-999999	\$100,000

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance, contract number and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

List contracts in the format specified. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter “**No contracts to specify**” under Vendor/Predecessor Firm Name in the first row of the table.

# Appendix

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## I. Crosswalk of RFP Section 4

**Crosswalk of RFP Section 4**

<b>RFP Section</b>	<b>Proposal Section Number</b>	<b>Proposal Page Number</b>
4 Contractor Responsibilities/Project Requirements		
4.1 Staffing		
4.2 Project Management		
4.3 Requirement to Comply with State Policies and Standards		
4.3.1 State Architecture Requirements		
4.4 Database Design		
4.5 Reporting		
4.6 Performance		
4.7 Degree of Customization		
4.8 Backup and Recovery		
4.9 Disaster Recovery		
4.10 Deliverables		
Deliverable 1: Detailed Project Workplan		
Deliverable 2: Analysis of case management job functions/Medicaid penetration rate analysis		
Deliverable 3: Development of on-line time study application		
Deliverable 4: User’s manual and staff training		
Deliverable 5: Cost Allocation Amendment		
Deliverable 6: UAT & Acceptance in Production of All Delivered Modules		
Deliverable 7: Ninety (90) Day Warranty Period		



4.13 Project Expectations		
4.13.1 Customization/Development		
4.13.2 Site Requirements		
4.13.3 System Testing		
4.13.4 User Acceptance Testing (UAT)		
4.13.5 Conversion		
4.13.6 Training		
4.13.7 Support Services		
4.13.8 Maintenance Services		
4.13.9 Documentation		

This is a template for the crosswalk of Section 4 in the RFP. It links the numbered RFP sections to the sections and page numbers of the bidder's proposal. Bidders are required to fill out this crosswalk completely for each numbered section in Section 4.

# Appendix

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## J. Bidders Signature Form



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

**NAME OF BIDDER:** \_\_\_\_\_  
**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_  
**TYPE IN NAME OF AUTHORIZED PERSON:** \_\_\_\_\_  
**TITLE OF AUTHORIZED PERSON:** \_\_\_\_\_  
**STREET NAME AND NUMBER:** \_\_\_\_\_  
**CITY, STATE, & ZIP CODE:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_  
**FAX NUMBER:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER:** \_\_\_\_\_  
**DELIVERY DAYS/COMPLETION TIME:** \_\_\_\_\_  
**F.O.B.:** \_\_\_\_\_  
**TERMS:** \_\_\_\_\_

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

**AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_**  
 HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

# Appendix

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## **K. Office of Minority and Women Business Enterprise Self-Certification Tracking Form**



## OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

**Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-1965

# Appendix

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## L. Bidder Project Experience



*Delaware Health and Social Services*  
**Bidder Project Experience**

<b>Client</b>	
<b>Contact Name</b>	
<b>Telephone No.</b>	
<b>Location Street Address/City State/ZIP</b>	
<b>Location City/State</b>	
<b>Type of Facility</b>	
<b>Comparable Project Experience</b>	
<b>Current Status (WIP/Complete)</b>	
<b>Original Budget</b>	
<b>Completed Budget</b>	
<b>Original Schedule</b>	
<b>Completed Schedule</b>	
<b>Comments:</b>	
<p>Use one page per client. All clients will be used as references and all projects must be completed or work in progress. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer reference familiar with the bidder's performance.</p>	



# Appendix

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## M. Deliverable Acceptance Request (DAR)



*DELAWARE HEALTH  
AND SOCIAL SERVICES*

## **Deliverable Acceptance Request (DAR)**

<b>Division Name:</b>	
<b>Project Name:</b>	
<b>Project Phase:</b>	
<b>Project Manager:</b>	
<b>Vendor:</b>	
<b>Vendor Project Manager:</b>	

<b>Deliverable Name:</b>	
<b>Delivery Date:</b>	
<b>Expected Date of Response:</b>	
<b>Actual hours worked and Cost incurred:</b>	

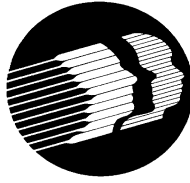
**Narrative of findings:**

<b>Division Program Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Div. IT Liaison Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>IRM Name:</b>	<b>Signature:</b>	<b>Date:</b>

# Appendix

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## N. Letter of Interest



## Delaware Health and Social Services Request for Proposal

### Letter of Interest

The following information must be filled out for firms intending to submit a response to this RFP. This letter has a strict submission deadline date prior to the submission of a proposal. Proposals submitted without prior submission of this letter will not be opened.

<b>Vendor Name</b>	
--------------------	--

<b>Email Address</b>	
----------------------	--

Authorized Vendor Representative

<b>Printed Name</b>	
<b>Signature</b>	