
STATE OF DELAWARE



DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS-14-021

FOR
Electronic Case Management/Client Record System

FOR
Division of Developmental Disability Services (DDDS)
Woodbrook Professional Center, Building 1056
1056 South Governor's Avenue, Suite 101
Dover, DE 19904

Deposit **Waived**
Performance Bond **Waived**

Date Due: **May 19, 2014**
 11:00 AM EST

A mandatory pre-bid meeting will be held on **April 11, 2014, at **10:00 AM ET** at the Delaware Health and Social Services, Division of Developmental Disability Services, 2540 Wrangle Hill Road, 2nd Floor Conference Room, Bear, DE 19701. All bidders who wish to bid on this proposal must be present, on time, at the mandatory pre-bid meeting. No proposals will be accepted from bidders who either did not attend the mandatory pre-bid meeting or who are more than fifteen (15) minutes late. Due to space limitations it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290 or by e-mailing [DHSS DMS DMSprocure@state.de.us](mailto:DHSS_DMS_DMSprocure@state.de.us)**

Sealed proposals for Electronic Case Management/Client Record System for the Division of Developmental Disability Services, Woodbrook Professional Center, Building 1056, 1056 South Governor's Avenue, Suite 101, Dover, DE 19904, **will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Second Floor, Room #257, 1901 North DuPont Highway, New Castle, Delaware 19720**, until **11:00 am** local time, on **May 19, 2014**, at which time the proposals will be opened. A **mandatory** pre-bid meeting will be held on **April 11, 2014** at **10:00 am** local time at Delaware Health and Social Services, Division of Developmental Disability

Services, 2540 Wrangle Hill Road, 2nd Floor Conference Room, Bear, DE 19701. For further information concerning this RFP, please contact

A brief "Letter of Interest" must be submitted with your proposal. Specifications may be obtained from Marie Nonnenmacher, Deputy Director at (302) 836-2138 and administration procedures may be obtained from the DHSS Procurement Office at (302) 255-9290.

Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981

Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS-14-021 NUMBER ON THE OUTSIDE PACKAGING. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

Procurement Administrator
DELAWARE HEALTH AND SOCIAL SERVICES
HERMAN M. HOLLOWAY SR. CAMPUS
PROCUREMENT BRANCH
MAIN BLD-2ND FLOOR – ROOM #257
1901 NORTH DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290
Email : Kieran.mohammed@state.de.us (preferred)

Recommended/PTR Business Case Number: 1300604

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 or email 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, or Kieran.mohammed@state.de.us within ten (10) days after receipt of "Notice of Award". The letter/email must specify reasons for request.

IMPORTANT:DELIVERY INSTRUCTIONS

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

Bids will be delivered to the following address:

Department of Health and Social Services
Attn: Procurement Administrator
Herman Holloway Campus
Main Administrative Building
Second Floor -Room 257
1901 N DuPont Hwy
New Castle DE 19720

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1 Project Overview

1.1 Introduction

This is a Request for Proposal (RFP) for Electronic Case Management/Client Record System issued by the Division of Developmental Disabilities Services (DDDS).

The purpose of this RFP is to recruit an agency to provide a comprehensive on-line electronic documentation system for the delivery and tracking of services to the citizens receiving services from Delaware's Division of Developmental Disability Services.

1.2 Background and Purpose

DDDS and its contracted service providers currently utilize the Therap Services hosted internet software suite for Electronic Case Management/Client Record System. This RFP is a required periodic re-evaluation of currently available options for best meeting the needs of DDDS. A pre-existing internet-hosted system would be the preferred solution.

2 DHSS Program and System Overview

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 mission of DDDS is to provide leadership for a service system that is responsive to the needs of the Developmental Disabled individuals and their families by creating opportunities and promoting possibilities for meeting those needs.

Sections of DDDS include:

- Applicant Services
- Community Services
- Family Support Services
- Adult Special Populations Program
- Stockley Center
- Office of Quality Management
- Office of Training and Professional Development
- Office of the Director
- Community Education and Advocacy
- Office of Budgets, Contracts and Business Services

DDDS primarily contracts with private providers in order to meet the full range of client needs. Some client services are also provided by DDDS employees.

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. These three groups will be responsible for review and approval of all project deliverables, invoices and milestone

payments. IRM will serve as the liaison with DTI (see below). The selected contractor will coordinate efforts for this project with the Project Director, other project contractors, State participants, and stakeholders.

2.3.1 Information Resource Management (IRM)

IRM will appoint a Project Director with broad oversight authority for all project activities. Vendors on this project will report to the Project Director. The Project Director will report to the Director of Information Resource Management and have a dotted line to DTI's Director of Major Projects. The Project Director will oversee the project budget in coordination with DTI, OMB, and the division. The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and management of automated systems software, vendors and development projects. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications, Security, and Help Desk support group all who participate in all phases of the project lifecycle as appropriate.

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 and enforcing statewide IT policy and standards. DTI as a separate state agency does not fall under the authority of DHSS. However, the IRM Project Director has a dotted line to DTI's Director of Major Projects and is required to work with DTI groups throughout all phases of the project lifecycle, review project deliverables, and oversee the project budget. 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.

2.3.3 Division Business Analyst 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 RFP, business case process, vendor negotiations, deliverable review and signoff, through testing, implementation, and post-implementation support. For this project, a Project Functional Manager will be appointed. This position will report to the Project Director.

3 State Responsibilities

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

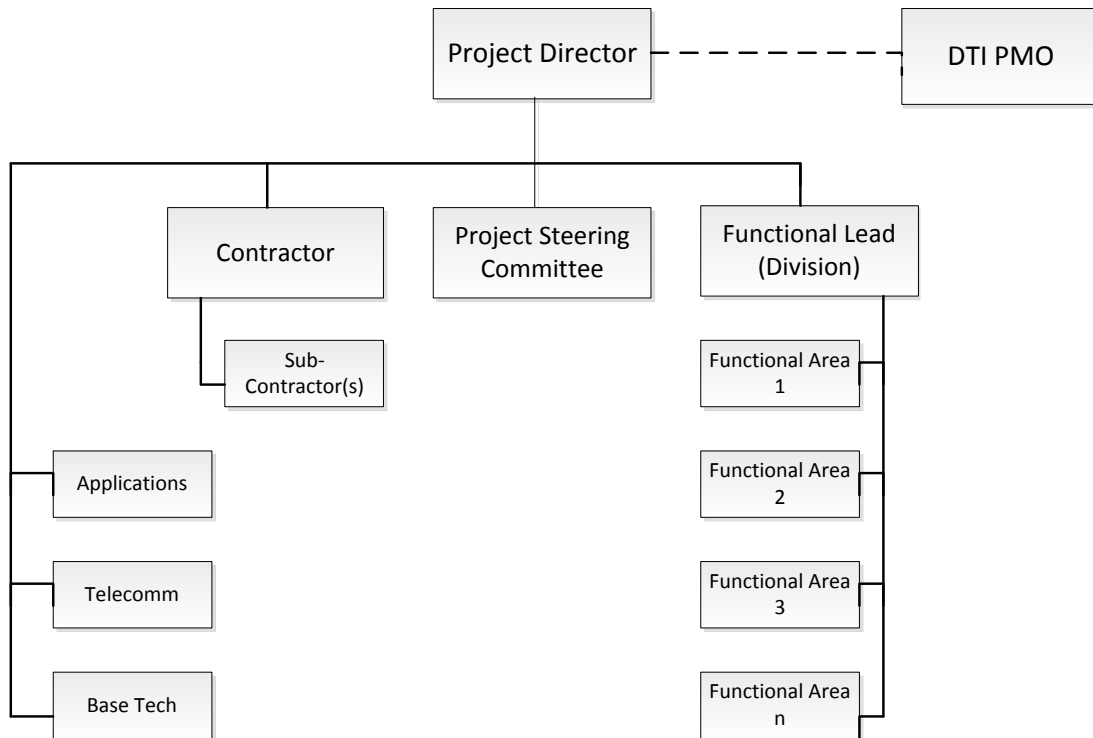
The Project Director will serve as primary coordinator to ensure that Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SME), that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes. This 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.

The Project Director will report to a Project Steering Committee made up of representative managers from the Division, IRM and DTI. This Committee will meet monthly to review project status, progress and issues. The Project Steering Committee will report to the Executive Sponsors. The Executive Sponsors will be made up of representatives from DHSS, DTI and the Division. They will meet at least bi-monthly to discuss overall project status, progress and issues, project management, funding, staffing, sponsor issues, stakeholder participation and tasks planned for the upcoming quarter.

3.1.1 Project Organization Chart

The following organization chart outlines the proposed management structure for this project.



3.2 State Staff Participation

The Project Director will be assigned to work on this project full 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. Division 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 is on site 24x7. IRM applications, telecommunications and Helpdesk staff is 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

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:

- Experience with service delivery infrastructure and documentation related to the provision of services to persons with Developmental Disabilities
- Successful implementation of the proposed solution in two or more sites similar to the Division of Developmental Disabilities Services.
- Familiarity with federal data and documentation standards and requirements for compliance with Medicaid, including Home and Community Based services

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:

- Project Director
- Project Manager

And, as applicable:

- Business Analysts
- Senior Developers
- Technical Analysts (i.e. DBA, SE, etc.)
- Documentation Specialists

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. The contractor project manager and other key staff like the Business Analyst(s) will be required to be on site in New Castle, Delaware, when necessary.

4.1.1 On-Site Staffing Requirement

The following key contractor staff is required to be on-site at the Biggs Data Center in New Castle, Delaware, as indicated below:

- Contractor Project Director, as required
- Contractor Project Manager, as required

The State and the key contractor staff will work very closely together on this project. This includes an on-site presence when needed. The State will provide office space including furniture, phones and network connectivity for all on-site project staff. Contractor will be

responsible for all other office necessities including workstation and required software. It is vital for the contractor project manager and key staff to play an active on-site role in the project and be visible and accessible.

4.1.2 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."**

Note: For the purposes of this section, the bidder staff organization includes subsidiary contractors.

- Provide a detailed description of work to be completed offsite along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.
- Provide an organization chart with job titles of offsite staff and their relationship to the bidder.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by bidder staff or sub-contractors.
- For offsite subcontractor or bidder staff, please include the names and resumes of key staff, highlighting prior participation on similar projects. Also provide named or sample resumes for lower level staff.
- Provide a detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. The State prefers that the offsite project manager be a bidder employee. Please refer to RFP Section 4.1 for normal bidder staffing requirements.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by the State.
- Provide a description of prior bidder organization experience with use of offsite bidder staff or subcontractors and provide U.S. client references for that work.
- Provide a detailed description of proposed project manager's experience in directing offsite staff and/or subcontractors.
- Describe your understanding that the State will only provide management of this project and bidder resources through the project manager. All management/relationships with offsite resources, whether bidder staff or subcontractors, will be handled by the respective bidding organization.
- Describe how the system components will be tested and staged during customization/development. For non-ASP solutions, the State requires that the all UAT, production and related environments be located at the Biggs Data Center. All system components of these environments including all system libraries and

databases will be located in the data center as well. State staff must approve the results of system testing before systems components are migrated into UAT. It is critical that system components are proven to operate in the Biggs Data Center UAT environment beforehand off to the users for testing. Remote developers and testing staff may access these environments through VPN.

4.1.3 Offshore Project Work

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

4.1.4 Project Director Requirement

The Vendor Project Director is the individual who has direct authority over the Vendor Project Manager and will be the responsible party if issues arise that cannot be resolved with the Vendor Project Manager. The Vendor Project Director does not need to be on-site except for designated meetings or as requested. It is critical that a named Vendor Project Director with appropriate experience be proposed.

4.1.5 Project Manager Requirement

The contractor project manager is expected to come on-site as needed to manage 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. During development and implementation activities, bi-weekly on-site status meetings are required, as are monthly milestone meetings. Meeting minutes will be recorded by the contractor and distributed by noon the day prior to the next meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. In their proposals, bidders must include a confirmation that their project manager will schedule status review meetings as described above. It is critical that a named Vendor Project Manager with prior project management experience be proposed.

In their proposals, bidders must include a confirmation that their Project Manager will schedule status review meetings as required above and that their Project Manager will provide written minutes of these meetings to the State Project Director by noon the business day prior to the next meeting.

4.1.6 Project Help Desk Staff Requirement

Vendor Help Desk expertise is critical to the success of the system. Staff proposed for this function do not need to be dedicated exclusively to this role. They may serve a primary role in addition to providing Help Desk coverage. Secondary Help Desk support must be identified in the resume of the staff member primarily bid for another function. Bidder must supply at least a primary and a backup Help Desk function during the UAT, production Implementation and the warranty period. These staff will provide second-level support during State business hours to callers with system issues. The department's Help Desk will provide first-level support. This generally includes resolution of issues such as network connectivity, application log in problems and general PC advice. The contractor will provide second level support. This will be more system-specific and

require application expertise. Specific system issues may be referred to third-level divisional support for SME expertise.

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 project plan must be created and included as part of this proposal.

The contractor is expected to employ a rapid application design methodology to speed customization/development. An iterative model of testing is required which will require early prototypes and subsequent demonstrations of working modules to ensure that the product meets user specifications in terms of user interface and functionality. It will be the contractor's responsibility to provide complete and accurate documentation for all entities in the system. 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 HIPAA Regulations and Standards

The selected vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164 along with the updated ARRA and HITECH act provisions, as well as all HIPAA requirements related to privacy, security, standard transactions and code sets (where applicable) and the National Provider Identifier.

The selected vendor is required to customize/develop the system in accordance with HIPAA requirements, implement the system in accordance with HIPAA requirements and, where the vendor will operate and maintain the system, operate and maintain the system in compliance with HIPAA requirements.

HIPAA requirements also apply to entities with which State data is shared. If this data is covered by HIPAA, then a Business Associates Agreement (BAA) or contractual agreement specifying vendor responsibility for protecting and securing this data must be signed by both parties to ensure that this data is adequately secured according to State and DHSS policies and standards (See Section 4.4 for more information on this requirement). This agreement/contract must be in force prior to testing or production implementation of this data exchange.

In the proposal, contractor will explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.

4.4 Requirement to Comply with State Policies and Standards

The proposed solution must be fully compatible with the Department of Health and Social Services' technical environment. Vendor solutions that are not fully compliant with State standards may be disallowed.

The Information Technology Publications web page in Appendix D
<http://www.dhss.delaware.gov/dhss/dms/itpubs.html>

has links to the DHSS and DTI policies and standards and other documentation. See the “Supportive Documentation for Bidding on Proposals” section.

- Please review the MCI and IAS documents referenced on this page. MCI is the Master Client Index which is required for all systems identifying DHSS clients. IAS is the Integrated Authorization System which is a department mechanism for tracking authorized systems users. Bidders will comply specifically with these requirements.

The DTI Systems Architecture Standard contains information confidential to the State and is not available from the internet. However, DTI has set up an email address which will automatically send a response with this document attached. The email address is sysarch@lists.state.de.us

The application will have at least 3 tiers with the tiers configured and secured as in the sample diagram included in the DHSS Information Technology Environment Standards. Please see State of Delaware Systems Architecture Standard (instructions above) and DHSS Information Technology Environment Standards http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss_it_environment.pdf for more information.

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 Transmittal Letter (Section A) of your Technical Proposal. See Section 6.2.1, item 7 for more information.

4.4.1 Authorizations

All contractor staff working on this project will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a contractor staff member be replaced if their CBC result is unsatisfactory. See Appendix O for instructions on this process.

Contractor staff will be required to fill out DTI's Acceptable Use Policy, Biggs Data Center User Authorization Form, and the Biggs Data Center Non-Disclosure Agreement for necessary authorizations before starting work. Staff working at a secured State site will be issued a security access card by DHSS as per the State Standard.

4.4.2 Architecture Requirements

Securing and protecting data is critical to the State. This protection is required for data whether hosted **onsite or offsite**. As such it is required that the vendor include in the response to this section a proposed architectural diagram(s) in Visio format demonstrating how State data is being secured.

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.

4.4.3 State Hosting Requirements

If the proposed solution will be hosted by the State, bidder is instructed to include in their response to this section the following statement, **"Proposing a State hosted solution. Therefore the Cloud/Remote Hosting Requirements from section 4.4.4 do not apply and are not addressed in this proposal"**.

4.4.3.1 Standard Practices

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 policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, 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 State policies, standards or practices.

4.4.3.2 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.

4.4.3.3 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 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.

4.4.3.4 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.

4.4.3.5 Mandatory Inclusions for State Hosting

4.4.3.5.1 Network Diagram

The contractor must include a network diagram of the solution including any interfaces between the solution and other solutions. The diagram needs to be clearly documented (ports, protocols, direction of communication).

4.4.3.5.2 List of Software

The contractor must include a list of software (operating system, web servers, databases, etc.) that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The contractor will include a list of browsers and versions that are officially supported for web applications. The software list will be formatted as follows:

Product Name	Version	Vendor Name	Required for Development?	Required for M&O?

4.4.3.5.3 3rd Party Authentication

The contractor must include a list of any 3rd party authentication solutions or protocols that they support.

4.4.3.5.4 Password Hashing

The contractor must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.

4.4.3.5.5 Data Encryption

The contractor must describe the solution's ability to encrypt non-public State data at rest. Include encryption algorithm(s) and the approach to key management

4.4.3.5.6 Securing State Data

The contractor must describe how the State's data will be protected and secured.

4.4.4 Cloud/Remote Hosting Requirements

If the proposed solution will be hosted by a non-State entity, bidder is instructed to include in their response to this section the following statement, **"Proposing a Cloud/Remote Hosting solution. Therefore the State Hosting Requirements from section 4.4.3 do not apply and are not addressed in this proposal"**.

The State has explicit requirements around data and systems that are on the cloud or are hosted remotely. These requirements are specified in the State of Delaware Cloud and Offsite Hosting Specific Terms and Conditions at

<http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingTemplate.pdf>

In the proposal, bidder will acknowledge each of the clauses with either “Accept”, “Accept - Conditional” along with an explanation or “Reject” along with an explanation. Clauses 1-9 are mandatory and a “Reject” response for any of these clauses may be cause to reject the proposed solution. Please respond to clauses 10-23 as instructed. Depending on the solution proposed, the State will make the final determination on the applicability of specific clauses in this section.

The final version of this signed document will be attached to the contract.

4.4.4.1 Standard Practices

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 policies and standards.

4.4.4.2 Mandatory Inclusions for Cloud/Remote Hosting

4.4.4.2.1 Network Diagram

The Service Provider must include a network diagram of the user’s interaction with the solution and any interfaces between the solution and the State needs to be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.

4.4.4.2.2 List of Software

The Service Provider must include a list of software that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The Service Provider will include a list of browsers and versions that are officially supported. The software list will be formatted as follows:

Product Name	Version	Vendor Name

4.4.4.2.3 3rd Party Authentication

The Service Provider must include a list of any 3rd party authentication solutions or protocols that they support.

4.4.4.2.4 Shared Infrastructure

The Service Provider must describe any shared infrastructure that is a part of the solution. For example, will the State’s data reside in the same database as another customer?

4.4.4.2.5 Operational Health/3rd Party Providers

The Service Provider must describe their approach to conveying the 'operational health' of the solution to the State of Delaware. Also, the Service Provider must list any 3rd party cloud management providers that they integrate with.

4.4.4.2.6 Password Hashing

The Service Provider must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.

4.4.4.2.7 Data Encryption

The Service Provider must describe the solution's ability to encrypt non-public State data at rest. Include encryption algorithm(s) and the approach to key management

4.4.4.2.8 Data Center Tier Rating

The Service Provider must meet or exceed a Tier 7 rating (as defined in the Uptime Institute Guidelines for 2012 or the latest version – Data Center Site Infrastructure Tier Standard – Topology and Data Center Site Infrastructure Tier Standard – Operational Sustainability) for the data center hosting the proposed solution.

4.4.5 Other Technical Considerations

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

Mainframe Considerations

The current mainframe supports a number of system and available resources are limited. Synching mainframe online and batch schedules further restricts system operating hours.

As applicable to this project, various mainframe software version upgrades are planned to keep this data center up-to-date with current software releases. The State will provide up-to-date mainframe, server, network and security testing and implementation schedules to the winning bidder. Bidders are expected to take this changing technical environment into consideration for their analysis and recommendations.

4.5 Database Design

Vendor will need to take into consideration the design of existing table structures and whether they may carry forward into the solution being proposed or may have to be re-

engineered. Quality of the current data needs to be reviewed. Consideration will need to be given to ETL (Extraction, Transformation and Loading) processes for conversion as well as archiving, backups and disaster recovery. The vendor will be required to provide a data model in Microsoft Visio format.

4.6 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.

Bidders will address the following reporting requirements in detail and how their proposed solution meets these requirements. Bidders may include sample report pages as appropriate. Bidders may also discuss how their solution exceeds these requirements with additional included reports or reporting capabilities.

1.) Effective, transparent reporting aligned with measures and outcomes from CMS (42 CFR § 441.301 (See link in Appendix D) relating to Medicaid waivers for home and community-based services, as defined in § 440.180 - DDDS operates a Home and Community Based waiver authorized under section 1915(c) of the Social Security Act. Under a Memorandum of Understanding last revised on February 12, 2004, the Delaware Division of Medicaid and Medical Assistance (formerly the Division of Social Services) has delegated the authority to operate this waiver to DDDS - DDDS 1915(c) HCBS Waiver DE.0009.R06.02 as of January 1, 2012 – Services provided include:

Case Management

Day Habilitation

Prevocational Services

Residential Habilitation

Supported Employment

Clinical Consultative Services: Behavioral Consultative Services/Nursing Consultative Services)

2.) Reportable certification, survey and compliance processes

3.) Ability to generate intake reports

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 Specific Project Tasks

Contractor will be expected to address the following requirements in their proposal in detail. Emphasis is on the limited availability of State staff for the project and the expectation that the contractor express in detail their understanding of their responsibilities for each of these tasks. Contractor is expected to have primary responsibility for each of these project tasks. State versus contractor responsibilities must be delineated.

4.12 Deliverables

In Phase 1, all deliverable documentation will be initially introduced in an "Outline and Sample Contents" template submitted by the contractor. State staff will approve each template. These templates may also be subject to federal review as well. Each deliverable will follow their respective approved template design.

Each document deliverable must be delivered in electronic format 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.

The project plan deliverable 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 document and application module 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. 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 by the State 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 M# designation.

	Project Deliverables & Milestones (M1-4)
Phase 1	Deliverable 1: Detailed Project Plan
	Deliverable 2: Deliverable Document Templates
	Approval of Phase 1 (M1)
Phase 2	Deliverable 3: Functional Requirements Document (FRD)
	Deliverable 4: Design Specifications Document (DSD)
	Approval of Phase 2 (M2)
Phase 3	Deliverable 5: Acceptance in UAT of All Delivered Modules
	Approval of Phase 3 (M3)
Phase 4	Deliverable 6: Acceptance in Production of All Delivered Modules
	Deliverable 7: Ninety (90) Day Warranty Period
	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 3 & 4 may be numbered differently and be listed in different phases.

Deliverables shown in **bold** above are mandatory.

4.12.1 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 mandatory 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 the same interval as the status reports 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.

Deliverable 2: Deliverable Document Templates

This is a mandatory deliverable. Vendor must work with State staff to design templates for each subsequent document deliverable including but not limited to requirement documents, detailed design documents, training plans, testing plans, status reports, issues tracking, executive meeting summaries and other project documents. These template designs are critical to ensuring that the deliverables and other project documents are in a format agreed to by all parties. Each template must be separately

approved by the State. Each deliverable document will be submitted in the agreed upon template format.

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

4.12.2 Phase 2

Deliverable 3: Functional Requirements Document (FRD)

This is a mandatory deliverable. This document consolidates the business requirements agreed upon from a series of requirements gathering sessions hosted by the vendor. These are English-language requirements that serve as the basis for a traceability matrix (as applicable) and may include as-is, to-be and gap analysis as part of a business re-engineering task. This is an important consideration especially with a COTS or system transfer where the business process will be updated to reflect the process flows within the new system. Each requirement must be numbered for mapping back to in a traceability matrix. This document will also include a logical data model and process flow diagrams which are requirements of the business case. This document may also include high level screen designs.

Functional Requirements for the DDDS Electronic Case Management/Client Record System include:

BASIC REQUIREMENTS

1. Must be web-based
2. Must incorporate existing data of DDDS and its contracted service providers that currently resides in the Therap Services hosted internet software suite.
3. Must have multilevel-Access Privilege
4. Must provide for electronic signatures and audit trails
5. Must provide comprehensive reports for all data areas, both detailed reports at the client level and aggregate reports by case manager, region or statewide.
6. Must have an automated 'tickler' system for new or emergency alerts.
7. Must be HIPAA compliant
8. Must contain at minimum the following report elements: individual record including demographics; emergency data; incident reporting; individual service plans; health tracking; intake records; case management notes; attendance modules and a billing system that creates HIPAA compliant electronic claim transactions;
9. Must support security structures that enable state-wide program management
10. Retains medical, financial, and other supporting records relating to each Medicaid claim for not less than five (5) years after the claim is submitted
11. Records involving litigation shall be retained for one (1) year following the termination of such litigation
12. Maintains system records as necessary to fully disclose and substantiate the nature and extent of items and services rendered to clients
13. Must support management of federal data requirements for compliance with Medicaid, including Home and Community Based services as defined in the State Medicaid Manual, section 2500.2, the approved DDDS Home and Community Based Waiver application and

(42 CFR 441 Subpart G (See link in Appendix D))

SCOPE OF SERVICES

1. Access by DDDS, provider staff, and individuals receiving services and their family members or guardian.
2. Allows for provider accounts identifying every individual receiving services by provider
3. Provides the ability to incorporate future interfaces
4. Includes Intake components
 - A. Ability to track each step of the intake process
 - B. Ability to interface with other systems
 - C. Ability to generate intake reports
5. Have the ability to add a Registry of Individuals who have applied for DDDS services and store their assessed level of risk
6. Capable of recording Medicaid Eligibility information including category of aid and eligibility start and stop dates
7. Case Planning Components
 - A. Narratives;
 - B. Letter generation;
 - C. Manage teams;
 - D. Manage meetings;
 - E. Have the ability to populate an Essential Life Plan (ELP),
Person centered plans and individual preferences and choices among services and providers; and
 - G. Complete electronic referrals for services.
8. Have the system capacity to develop, track and maintain individualized monthly and annual budgets.
9. Have the capability to record Service Authorizations and generate notices to providers and others
10. Have the ability to enter data from which electronic HIPAA compliant claims can be created
11. Have the ability to create and electronically submit claims using 837 Professional or Institutional claim file formats in accordance with the Delaware Medical Assistance Program (DMAP) submission guidelines (see Appendix P) and HIPAA standards
12. Have the ability to retrieve from the DMAP website, Remittance Advices on claims submitted to DMAP, and load the Advice data into the system for viewing and storage.
13. Have the ability to create and submit electronic Medicaid Prior Authorizations in HIPAA compliant ASC X12 278 file format, as well as to electronically retrieve corresponding responses
14. Have the ability to create and electronically submit to DMAP, via SFTP, text files for retrieving Medicaid client information based on Medicaid ID numbers. Also, have the ability to retrieve via SFTP, the text files generated by DMAP in response. Details of the text file layouts used are shown in Appendix Q.
15. System and staff generated customizable alerts
16. Provider Documentation
 - A. Demographics
 - B. Narratives
 - C. Progress notes
 - D. Health tracking

- E. Behavior tracking
 - F. Goals and objectives
 - G. Assessments of individual skills, abilities, preferences, and choices
 - H. Electronic Medication Administration recording
 - I. Positive behavioral support plans and safety plans
 - J. Staff scheduling; and
 - K. Personal finance
- 17. Have the ability to add fillable, trackable, and reportable certification, survey and compliance processes
 - 18. Ongoing compliance with Medicaid requirements as published in regulation and guidance issued by the Centers on Medicare and Medicaid Services (CMS), Health Insurance Portability and Accountability Act (HIPAA and Delaware Department of Information Technology (DTI) requirements

TECHNICAL REQUIREMENTS

- 1. Has the ability to host multiple users across Delaware;
- 2. Allows for
 - 1,000 simultaneous users;
 - 330 DDDS staff users:
 - 3800 External users and entities (like provider staff):
 - 3500 Family members/guardians users:
 - 3000 Clients
- 3. Provides 24 hour a day, 7 days a week system monitoring
- 4. Provides an application that can be adapted to on-going changes in order to implement current and future federal requirements
- 5. Authorizes roles and system edits to preserve data integrity and satisfy audit requirements;
- 6. Includes on-line Help features/functionality;

Deliverable 4: Design Specifications Document (DSD)

This is a mandatory deliverable. This document is based on the approved FRD and specifies a detailed system design which may include screen designs, system flow diagrams, database design, physical data model, ERD (as applicable), code table values, database scripts, rules engine scripts (as applicable), coding design templates (as applicable), hardware and software specification lists including procurement and out-year costs, architecture diagram(s) and other system specifications as agreed upon. The physical data model and architecture diagram are requirements of the business case.

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

4.12.3 Phase 3

The deliverable(s) are as follows:

Deliverable 5: Acceptance in UAT of All Delivered Modules

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

4.12.4 Phase 4

The deliverable(s) are as follows:

Deliverable 6: Acceptance in Production of All Delivered Modules

This deliverable consists of final State approval of all delivered modules and their implementation into production.

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.

4.13 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.

4.13.1 Customization/Development

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

4.13.2 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.

For ASP solutions the following separate, isolated regions – in addition to the production region – are minimally required for ongoing maintenance and system enhancements:

- A development region for ongoing maintenance
- A UAT region

Additional staging areas may be proposed at the discretion of the vendor. Bidder will address how each of these regions will be set up and utilized. Except for special purpose development environments, these regions will be maintained for the life of the system. Proposals must provide for adequate ongoing licenses, CPU & storage capacity to maintain each region.

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.

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.

Non-ASP Solutions

Bidders will address the following only if all or parts of the application will be housed at the Biggs Data Center. This includes components installed on DHSS workstations or servers.

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. If a vendor expects or requires remote access for proper implementation and/or support of their solution, 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. Remote access to DHSS servers can only be permitted if the server resides within a DHSS/DTI DMZ. SSL/VPN 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. **Note:** Because of potential liability and support issues, open source products may only be proposed for this project if they are fully supported and insured by the vendor. If proposing open source software, vendor will also propose alternate fully supported software serving the same/similar function(s).

Any software purchased or developed for DHSS must be an appropriate fit into the DHSS IT Environment as described in the DHSS Information Technology Environment Standards. 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.

In addition to the required environments listed above, additional staging areas may be proposed at the discretion of the contractor. Bidder will address how each of these environments will be set up and utilized. These environments will be maintained for the life of the system. Proposals must provide for adequate ongoing licenses to maintain each environment.

4.13.3 Environment Responsibilities

Bidder will propose which party (State or contractor) will have responsibility for each of the following environments. For remotely hosted solutions, the contractor will normally assume full responsibility for each environment. Responsibility for locally hosted solutions are usually shared but must be clearly documented in the contract. For locally hosted solutions that will be maintained by the contractor, contractor is expected to maintain all regions under the direction of IRM.

4.13.4 Unit Testing

This is a developer-controlled region where developers directly test created or modified modules. Users will not have access to this environment. It is considered dynamic and unstable. Backup and restoration is at the option of the contractor. IRM should only be involved with this environment if it is locally hosted.

4.13.5 System Integration Testing

This is a developer-controlled region where developers directly test functional areas of the application comprising one or modules. Developers will create test scripts. Users will not have access to this environment. This environment should be backed up. If this environment is locally hosted, IRM should be consulted for large scale batch runs that could affect other systems.

4.13.6 User Acceptance Testing (UAT)

This is a developer-maintained region where users directly test functional areas of the application as a precursor to production migration. Developers will only have as-needed access to this region to resolve issues. Testing will be scripted. This environment must be backed up and be fully recoverable. The environment will typically be architected and sized as a production copy. Converted production data will typically be used to populate the database. If this environment is locally hosted, IRM may or may not be involved in its maintenance.

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 for migration into the production environment. For a locally hosted UAT environment, IRM will be involved as necessary in these migrations.

4.13.7 Production Implementation

Prior to implementation, the vendor will produce an implementation plan document to be reviewed by the State at a meeting prior to implementation. This document will contain a schedule listing pre through post implementation tasks, start & end dates/times, and responsible parties. The plan must address backup and recovery strategies along with periodic checkpoints to hasten recovery and restarts if needed. The document will list all primary participants along with backups, their email addresses and at least two phone

numbers for each. Escalation procedures must be addressed as well. Actual implementation may take place following State approval of this document.

4.13.8 Conversion

An integral part of the project will be to integrate into the new system, historical data from the following existing DHSS system(s):

Must incorporate existing data of DDDS and its contracted service providers that currently resides in the Therap Services hosted internet software suite.

The selected Contractor will verify migration of data for all individuals in services and providers of services before the start of User Acceptance Testing.

Conversion controls, especially the monitoring and proof of initial conversion results, are very important to ensure that the transactional source data converted into the system is accurate prior to implementation. Initial and ongoing conversion controls and balancing procedures must be described. Bidders must describe their approach to data conversion and describe in detail how they will convert existing data. Data conversion must be addressed in the proposed project plan.

4.13.9 Training

Contractor will be responsible for train-the-trainer training 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.

Contractor must provide the following:

Onsite Training for:

- i. Central Office Staff
- ii. Program Administrators
- iii. Service Coordinators
- iv. Providers (onsite at each agency)
- v. Other Stakeholders including recipients of services and their families

Annual Conference in Delaware

- i. Date and location to be agreed upon
- ii. Two (2) day conference
- iii. Contractor, DHHS, and provider staff to present and run discussions

Ongoing in-person and web-based User Groups

4.13.10 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, 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.

Support must include the following:

Phone support

Online Support

- i. Online Materials
- ii. Online website
- iii. Live Help

Bidder must guarantee that their proposed solution will comply with all mandatory requirements, including HIPAA (if applicable), 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.

Bidders must also address the following in their proposal:

- Identify the average of your response and resolution times. Provide examples of current measurements and metrics.
- Describe your process for providing application fixes and enhancements.
- Identify your average turnaround time for fixes and enhancements.
- Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements.
- Identify your anticipated 2013 - 2014 schedule for new releases and updates.
- Confirm whether you have User Conferences and/or Advisory Boards.

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.

4.13.11 Maintenance and Operations Services

Bidders must also provide:

- (If the product is a COTS customizable solution), 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.

The Contractor will keep records of all DHSS-DDDS modification requests and solutions, along with timeframes for solutions as accepted by DHSS-DDDS, and submit records within one-week of the identified solution.

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.

Vendor Maintained Applications for Biggs Data Center Hosted Applications

For vendor maintained solutions housed at the Biggs Data Center, the vendor will be responsible for version implementation in the test and production environments. Production implementations will be coordinated with the IRM Base Technology group

Separation of Duties

For new versions of the application, it is imperative that for vendor-maintained solutions, even if hosted at the Biggs Data Center, that development staff with a direct interest in the modified modules not be involved in the production implementation of these modules. Bidders will address their M&O implementation strategy in this section so that it satisfies this requirement.

4.13.12 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 technical system documentation to permit DHSS to maintain the application.

4.13.13 Software Escrow

For COTS solutions or where the code will not become the property of the State, the State requires proof of a software escrow agreement. Bidders will acknowledge in their proposal that they have or will have an escrow agreement in force for the solution proposed at the time of contract signature. If this requirement is not applicable for the solution proposed, bidder will explain why.

4.13.14 Miscellaneous Requirements

For internet-facing web applications, there must be a Spanish language option at the logon screen for users to choose in order to display a Spanish language version of the application. Vendor will be responsible for any translation services necessary and must include an estimated cost for this in their proposal. Web applications must also demonstrate substantial W3C compliance for accessibility and standardization purposes. Finally, the application must demonstrate the capability to be read by screen reading software such as JAWS® or Zoom Text®.

5 Proposal Evaluation/Contractor Selection

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 Secretary, Department of Health & Social Services. Final selection is at the discretion of the Secretary or his 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
Total Maximum Technical Score	80

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.

Total Maximum Business Score	20
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5.2.4 Total Points Awarded

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

Total Maximum Evaluation Score	100
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6 Bidder Instructions

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) 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 CD 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. Except that forms requiring original signatures must be provided in both hardcopy and PDF formats. These forms include the Transmittal Letter, Mandatory Submission Requirements Checklist, Bidders Signature Form, Certification and Statement of Compliance, the State Office of Supplier Diversity information completion (as applicable), and the Bidder Contact Information form.

The CD copies must be labeled on the outside as follows:

State of Delaware Department of Health and Social Services RFP Electronic Case Management/Client Record System Technical and Business Proposals DHSS RFP #HSS-14-021 (Name of Bidder) <i>May 19, 2014 11:00 am ET</i>
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6.1.1 Proposal Delivery

Proposals must be delivered to:

Procurement Administrator
DE Department of Health & Social Services
Division of Management Services
Procurement Branch, DHSS Campus
Administration Building- 2nd Floor Main Bldg., Room 257
1901 N. DuPont Highway
New Castle, DE 19720

6.1.2 Closing Date

All responses must be received no later than *May 19, 2014 11:00 am ET*.

6.1.3 Notification of Award

Proposed date the Notification of Award will be mailed to all bidders: *June 20, 2014*.

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 the mandatory pre-bid meeting will be informational only and non-binding. Other than at the mandatory pre-bid meeting, bidders may not contact any State staff except by sending correspondence **electronically** to:

Marie Nonnenmacher, Deputy Director
Division of Developmental Disabilities Services
Marie.Nonnenmacher@state.de.us

by *April 25, 2014 04:30 P.M. 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://bids.delaware.gov>.

6.1.5 Anticipated Schedule

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

Activity	Schedule
State Publishes RFP	<i>March 31, 2014</i>
Mandatory Bidder's Meeting & Submission of Letter of Interest	<i>April 11, 2014 10:00 AM ET</i>
Submission of Questions	<i>April 25, 2014 04:30 P.M. ET</i>
Response to Questions	<i>May 09, 2014 04:30 P.M. ET</i>
Receipt of Proposals	<i>May 19, 2014 11:00 am ET</i>
Selected Vendors' Demonstrations	<i>June 09 thru June 13, 2014</i>
Notification of Award	<i>June 20, 2014</i>
Contract Signature	<i>July 18, 2014</i>
Project Start	<i>August 04, 2014</i>
Production Implementation & Start of 90 Day Warranty Period	<i>June 08, 2015</i>

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. Bidders may propose alternative solutions but only as fully separate proposals that will be evaluated separately. 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.

6.2 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
6. A statement that certifies pricing was arrived at without any collusion or conflict of interest.
7. An itemized list of any exceptions to the RFP. The exceptions listed must be specific and include a justification of why each 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.

The original of the Transmittal Letter shall be submitted in a separate, sealed envelope inside the package containing proposal CDs. PDF versions of the Transmittal Letter must be included in 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: These are forms in which the bidder must certify certain required compliance provisions.

Key Position Resume

Appendix E: This is the standard format for submitting resumes of key project staff.

Project Cost Forms

Appendix F: These forms are to be used for outlining costs, deliverables, payment milestones, estimated project schedule, necessary software and hardware as applicable.

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.

Crosswalk of RFP Section 4

Appendix I: Vendor is to fill this out in detail for the entire Section 4 of the RFP to assist the State in reviewing the proposals. Please make sure to update the section numbers listed in this form to match the RFP.

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 a required self-certification form.

Bidder Project Experience

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

Bidder Contact Information

Appendix N: This form must be completed and signed by prospective bidders prior to proposal submission.

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)

As part of the proposal, bidder must create a project plan with the following information:

- Tasks, subtasks, dependencies, key dates including proposed dates for deliverable submission, State deliverable approval, Federal deliverable approval (if required) and proposed payment milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire project
- A separate 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 project plan must be in Microsoft Project (mpp) 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.

See Project Plan Template in Information Technology Publications link in Appendix D for a sample project plan in mpp format.

This 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.

A detailed, updated project plan will be created after contract signature and will serve as the initial deliverable and baseline project schedule. This is a critical milestone task and all subsequent work will be dependent on the formal State approval of the initial milestone. **Until formal State approval of this milestone, no other billable work on this project should take place. Unless otherwise extended by the State, an approved base lined project plan must be approved by the State within one month of the project start date. If there is no approved project plan by this date, the State at its sole option may choose to take remedial action up to and including termination of the contract.** Therefore it is critical that this task be completed and approved as soon as possible. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. It will be the contractor's responsibility to provide complete and accurate backup documentation as required for all document deliverables. **The project plan is a living document and it must be updated and presented as part of the periodic status report to accurately reflect current project timelines and task progress. This is mandatory. The updated project plan must include the baseline start and end dates as columns alongside the current task start and end dates. If there are modifications to the project scope, there is a formal departmental change request process for review and approval of these requests. Approved change requests must result in the addition of a re-base lined project plan as a project deliverable due within one month of signature of the contract amendment.**

Status reports and project plans will be archived as part of the project artifacts in a central controlled Microsoft SharePoint environment.

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 detailed and include items such as:

- Project Kickoff Meeting
- Technical Briefing with IRM Staff
- Status meetings
- Functional Requirements JAD sessions
- Functional Requirements Deliverable (FRD) *
- Detailed System Design (DSD) JAD sessions
- DSD deliverable *
- User manual or on-line help *
- Systems documentation, as required *
- Training plan including test scripts *
- User Acceptance Testing *
- Production implementation *
- Warranty period *

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

6.2.5 Project Requirements (Section E)

Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 4. Please address each numbered subsection in this section separately in sequence as “RFP Section 4.x.x”. Address bulleted and titled requirement paragraphs within subsections as “Bullet n” and “Paragraph Title” respectively. Please address State staffing considerations in subsections where staffing is mentioned. The Crosswalk of RFP Section 4 in Appendix I must be completed in full and included in the beginning of this section of the bidder’s proposal.

6.2.6 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
- Knowledge of Federal data requirements for compliance with Home and Community Based services and other Medicaid programs
- Training

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.

6.2.7 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 with data projects involving services for persons with Developmental Disabilities
- Familiarity with federal data requirements for compliance with Home and Community Based services and other Medicaid programs

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 Electronic Case Management/Client Record System, including staff, dates, milestones, deliverables, and resources.

6.3 Business Proposal Contents

The business proposal 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 project 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.

See Deliverable Cost Schedule Template in Information Technology Publications link in Appendix D for a sample file in xls format.

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

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

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 following verbiage will replace in its entirety Section B. 16 of the Standard Department Contract.

The term "Contract Documents" shall mean the documents listed in this Section 16. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. 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 7 (seven) years 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

http://iso.delaware.gov/document/Sample_Contract_RFP_Clauses.doc

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

7.10 Required Reporting

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 1) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor Electronically in Excel format detailing the purchasing of all items on this contract. The reports (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

8 Appendices

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 Submission Requirements Checklist**
- H. State of Delaware Contracts Disclosure**
- I. Crosswalk of RFP Section 4**
- J. Bidders Signature Form**
- K. State Office of Supplier Diversity Information**
- L. Bidder Project Experience**
- M. Deliverable Acceptance Request (DAR)**
- N. Bidder Contact Information**
- O. Criminal Background Check Instructions**
- P. DMAP Electronic Claim Submission Guidelines**
- Q. DMAP Medicaid Interface File Layouts**
- R. Monthly Usage Report**

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 (as applicable), L

Note: Appendix N is to be submitted prior to proposal submission. Do not include as part of your proposal submission. See Section 6.1.12 for further instructions.

- Business Proposal – Appendix F

Appendix

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 any 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, 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. Nothing in the

RFP shall create any contractual relation between any sub or co-contractor and 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 providing such information resides solely on the one set of CDs labeled as Confidential. Any information not so designated will be considered public information.

21) Minority/Women/Disadvantaged Business Certification

Appendix K provides proposers who are certified M/W/D business enterprises to communicate such certification as part of their proposal. Further information, guidelines and forms for such certifications can be found at: <http://gss.omb.delaware.gov/omwbe/index.shtml>

22) Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

23) Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

24) Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

25) Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

26) Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

27) Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

28) Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

29) Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through July 28, 2014. The State of Delaware reserves the right to ask for an extension of time if needed.

30) Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- Has violated contract provisions such as:
 - Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - Failure to perform or unsatisfactory performance in accordance with terms of

one or more contracts;

- Has violated ethical standards set out in law or regulation; and
- Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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Appendix

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

C. Standard Departmental Contract

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

This appendix is shown as a representation of the Delaware Department of Health and Social Services contract boilerplate and is not intended for completion at this time.

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:

To the Contractor at:

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:

Name

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

Director

Date

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Appendix

D. Website Links

- Information Technology Publications
<http://www.dhss.delaware.gov/dhss/DMS/itpubs.html>
See section entitled “Supportive Documentation for Bidding on Proposals”
- 42 CFR 441.301 - CONTENTS OF REQUEST FOR A WAIVER
<http://www.gpo.gov/fdsys/granule/CFR-2000-title42-vol3/CFR-2000-title42-vol3-sec441-301/content-detail.html>

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Appendix

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

F. Project Cost Forms

F1. Project Costs by Deliverables & Milestones

Electronic Case Management/Client Record System Deliverable & Milestone Cost Schedule

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	Holdback	Vendor Payment	Projected Date	Actual Date Approved
1	Deliverable 1: Detailed Project Workplan						
	Deliverable 2: Deliverable Document Templates						
	State Approval of Phase 1 (M1)						
2	Deliverable 3: Functional Requirements Document						
	Deliverable 4: Design Specifications Document						
	State Approval of Phase 2 (M2)						
3	Deliverable 5: Acceptance in UAT of All Delivered Modules						
	State Approval of Phase 3 (M3)						
4	Deliverable 6: Acceptance in Production of All Delivered Modules						
	Deliverable 7: Ninety (90) Day Warranty Period						
	State Approval of Phase 4 and Entire Project, Including Holdback From Prior Phases (M4)		N/A	N/A			
	Total Project Cost			N/A			
	Total Hosting Cost Thru Warranty Phase (if applicable)			N/A			
	Total Cost			N/A			

Holdback Percent	10.00%
------------------	--------

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.

Vendor is to list the fully loaded hourly rate for each person bid. These rates will be binding and will be used to estimate costs in the event of a change in project scope. A fully loaded hourly rate is an hourly rate that encompasses all costs to the vendor for providing additional services to the state as necessitated by for additional tasks not covered under the scope of this contract. Costs included in this rate would be salary, overhead, lodging, travel, supplies, incidentals, etc. This rate would be used to apply against the hours estimated for each additional task proposed such that $\text{Task Hours} * \text{Rate} = \text{Task Cost}$.

[illegible]

F3 Software Licensing Schedule

Module Name	Number of Licenses	Percent Customization
Deliverable #:		
Deliverable #		
Deliverable #		

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
Deliverable #:					
Deliverable #					
Deliverable #					
Total					

ASP Costs (if applicable)

Module Name	Year 1	Year 2	Year 3	Year 4	Year 5
Deliverable #					
Deliverable #					
Deliverable #					
Total					

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

G. Mandatory Submission Requirements Checklist

Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Bidder Checklist Compliance Y or N	State Checklist Compliance Y or N
The bid is submitted no later than the closing date and time	6.1.2		
The bid is submitted in the correct number of CD copies containing the Technical and Business proposals	6.1		
Each proposal CD 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 project	6.1.10		
Bidder/Proposed Subcontractor has appropriate project experience	6.2.7		
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		
Proposal includes required resumes	6.2.6 & Appendix E		
Technical proposal is submitted with a completed, duly signed and dated copy of the Mandatory Submission Requirements Checklist	6.2.2 & Appendix G		

Completed State of Delaware Contracts Disclosure	Appendix H		
Completed Crosswalk of RFP Section 4	6.2.5 & Appendix I		
Completed Bidders Signature Form	Appendix J		
Completed State Office of Supplier Diversity information (as applicable)	Appendix K		
Completed Bidder Project Experience Form	Appendix L		
Completed Bidder Contact Information Form	Appendix N		
Project timeline does not exceed specified project length	7.3		
Compliance with HIPAA Regulations & Standards	4.3		
The Project Plan, Templates, BRD, DSD, Acceptance in Prod & 90 Day Warranty are listed as project deliverables	4.12		
For remotely hosted solutions, Bidder acknowledges Compliance with Directions for Cloud Contracting and External Hosting	4.4.4		

Signature of Authorized Representative

Title / Company

Date

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Appendix

H. State of Delaware Contracts Disclosure

State of Delaware Contracts Disclosure

Vendor/Predecessor Firm Name	State Department and Division	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount
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	HSS-99-999	\$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

I. Crosswalk of RFP Section 4

Crosswalk of RFP Section 4

RFP Section	Proposal Section Number	Proposal Page Number
4 Contractor Responsibilities/Project Requirements		
4.1 Staffing		
4.2 Project Management		
4.3 Requirement To Comply With HIPAA Regulations and Standards		
4.4 Requirement to Comply with State Policies and Standards		
4.5 Database Design		
4.6 Reporting		
4.7 Performance		
4.8 Degree of Customization		
4.9 Backup and Recovery		
4.10 Disaster Recovery		
4.11 Specific Project Tasks		
4.12 Deliverables		
Deliverable 1: Detailed Project Workplan		
Deliverable 2: Deliverable Document Templates		
Deliverable 3: Functional Requirements Document (FRD)		
Deliverable 4: Design Specifications Document (DSD)		
Deliverable 5: Acceptance in UAT of All Delivered Modules		
Deliverable 6: 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 Environment Responsibilities		
4.13.4 Unit Testing		
4.13.5 System Integration Testing		
4.13.6 User Acceptance testing		
4.13.7 Production Implementation		
4.13.8 Conversion		
4.13.9 Training		

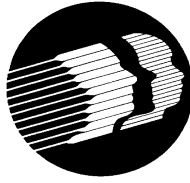
4.13.10 Support Services		
4.13.11 Maintenance and Operations Services		
4.13.12 Documentation		
4.13.13 Software Escrow		
4.13.14 Miscellaneous Requirements		

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.

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Appendix

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

K. State Office of Supplier Diversity information (as applicable)

The following definitions are from the State Office of Supplier Diversity

Vendors wishing to apply for certification or gain more information on Supplier Diversity programs may do so at:

<http://gss.omb.delaware.gov/osd/certify.shtml>

<http://gss.omb.delaware.gov/osd/index.shtml>

Definitions

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 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:

Michelle Morin

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086

Appendix

L. Bidder Project Experience



Delaware Health and Social Services

Bidder Project Experience

Client	
Contact Name	
Telephone No.	
Location Street Address/City State/ZIP	
Location City/State	
Type of Facility	
Comparable Project Experience	
Current Status (WIP/Complete)	
Original Budget	
Completed Budget	
Original Schedule	
Completed Schedule	
Comments:	
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.	

Appendix

M. Deliverable Acceptance Request (DAR)



*DELAWARE HEALTH
AND SOCIAL SERVICES*

Deliverable Acceptance Request (DAR)

Division Name:	
Project Name:	
Project Phase:	
Project Manager:	
Vendor:	
Vendor Project Manager:	

Deliverable Name:	
Delivery Date:	
Expected Date of Response:	
Actual hours worked and Cost incurred:	

Narrative of findings:

Division Program Name:	Signature:	Date:
Div. IT Liaison Name:	Signature:	Date:
IRM Name:	Signature:	Date:

Appendix

N. Bidder Contact Information



Delaware Health and Social Services Request for Proposal

Bidder Contact Information

The following information must be filled out for firms interested in bidding on this RFP. This letter has a strict submission deadline date prior to the submission of a proposal. Proposals submitted without prior submission of this form will not be opened. Multiple bidder contacts may be specified.

Bidder Contact(s)

Contact Name	
Email Address	

Authorized Vendor Representative

Printed Name	
Signature	
Phone Number	

Appendix

O. Criminal Background Check Instructions

Criminal Background Check Instructions

Contractor staff are required to request their own criminal history. For privacy reasons, the SBI and FBI will not mail the results to anyone except the requestor, so the results must be delivered to the DHSS Security Manager at the Biggs Data Center in a sealed envelope. Costs will be borne by the contractor.

1. Visit one of the State Police locations listed on the next page. **Note:** For the New Castle and Sussex locations, appointments may take up to six weeks to schedule.
2. Complete a SBI Personal Criminal History authorization form.
3. Present valid government-issued photo identification, such as a driver's license.
4. The State fee is \$45 and the Federal check fee is \$10, payable by cash or debit/credit card. (No personal checks).
5. The State Police will require you to fill out an FBI fingerprint card, which they will return to you after you have completed the fingerprint process.
6. Complete and sign the FBI Applicant Information Form to request the national record check. The form can be found on-line at <http://www.fbi.gov/about-us/cjis/background-checks/applicant-information-form>
7. Mail the Cover Letter and fingerprint card, along with an \$18 processing fee, payable by money order, certified check, or credit card. The FBI turnaround time is 3-6 weeks.
8. When you receive your reports at your home address, **DO NOT OPEN THE ENVELOPES**. If you break the seal on the envelopes, you will be responsible to go through the process again at your own expense.
9. Either hand-deliver or mail the **SEALED** FBI and SBI envelopes to:

DHSS Security Manager
1901 N Dupont Highway
Biggs Data Center
New Castle, DE 19720

Mark envelopes as **CONFIDENTIAL**.

The results of the criminal background check will be reviewed and kept completely confidential. The total cost is \$73.

New Castle County	Kent County (Primary Facility)	Sussex County
State Police Troop 2 100 LaGrange Ave Newark, DE 19702 (Between Rts. 72 and 896 on Rt. 40) ** By appointment only To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357	State Bureau of Identification 655 Bay Road Blue Hen Mall and Corporate Center Suite 1B Dover, DE 19903 Customer Service: 302-739-5871 ** Walk-ins accepted Hours of Operation Monday 9AM – 7PM Tuesday – Friday 9AM – 3PM	State Police Troop 4 S DuPont Hwy & Shortly Rd Georgetown, DE 19947 (Across from DelDOT & State Service Center) ** By appointment only (every other Wednesday) To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357

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Appendix

P. DMAP Electronic Claim Submission Guidelines

Electronic Claim Submission (ECS) Guidelines

On August 14, 2000, the Department of Health and Human Services (DHHS) issued a Final Rule for Standards for Electronic Transmissions. A summary of the rule is: "This rule adopts standards for eight electronic transactions and for code sets to be used in those transactions. It also contains requirements concerning the use of these standards by health plans, health care clearinghouses, and certain health care providers.

The use of these standard transactions and code sets will improve the Medicare and Medicaid programs and other Federal health programs and private health programs, and the effectiveness and efficiency of the health care industry in general, by simplifying the administration of the system and enabling the efficient electronic transmission of certain health information. It implements some of the requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996." Delaware Medical Assistance Program (DMAP) implemented these electronic standards on July 1, 2002. X12 has released a new mandated version of the X12 guides. This version, 5010, goes in to effect no later than 1/1/2012. If the provider is using the HP supplied Provider Electronic Solution (PES) software, it has all of the requirements that are outlined below already incorporated.

The ASC X12 standards required by the Final Rule are formulated to minimize the need for users to reprogram their data processing systems for multiple formats by allowing data interchange through the use of a common interchange structure.

The HIPAA implementation guides provide assistance in developing and executing the electronic transfer of health encounter and health claim data. With a few exceptions, the implementation guide does not contain payer-specific instructions. Payers are required by law to have the capability to send/receive all HIPAA transactions. However, that does not mean that the payer is required to bring that data into their adjudication system. The payer, acting in accordance with policy and contractual agreements, can ignore data within the data set.

The following items that are specific for the Delaware Medical Assistance Program should be taken into consideration when creating HIPAA compliant transactions for DMAP.

All X12 Transactions

SA01- Value "00" is expected in this field

ISA02- No data is expected in this field.

ISA03- Value "00" is expected in this field

ISA04 - No data is expected in this field.

ISA05- Value "ZZ" is expected in this field.

ISA06-The Electronic Transmitter Identification Number (ETIN) number assigned to the submitter is expected in this field. This is the same as your ECMS Bulletin Board ID.

ISA07- Value "ZZ" is expected in this field.

ISA08- HPES ETIN number "345724166" is expected in this field for Production. HPES ETIN number "445296158" is expected in this field for Testing.

ISA12- Value "00501" is expected in this field.

ISA14- Value "0" is expected in this field.

ISA15- Value "P" is expected for production data and value "T" is expected for test data.

ISA16- A colon (:) is expected as the component element separator.

Note: All X12 Claim Transactions

- ❖ Professional, Dental, and Institutional transactions cannot be mixed within the same ST-SE envelope.
- ❖ Transactions (ST-SE envelopes) are limited to a maximum of 5000 CLM segments.
- ❖ Electronic Transmitter Identification Number (ETIN) – This is the number that is assigned to the provider/submitter to uniquely identify their electronic transaction. This may also be referred to as the Electronic Claims Submission (ECS) number. This number should be provided in the transaction in following locations:
 - ISA06
 - Loop 1000A, segment NM109
 - Loop 1000B, segment NM109 must contain the value of HPES ETIN "345724166" for production data and "445296158" for test data.
- ❖ BHT- Beginning of Hierarchical Transaction
 - BHT06 should contain value "CH" chargeable if the transmission contains FFS claims.
 - BHT06 should contain value "RP" which is only used to report encounter data.
- ❖ Units are accepted in whole numbers only.
- ❖ Dependent loops will not be processed

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Appendix

Q. DMAP Medicaid Interface File Layouts

Medicaid Interface Request File Layout

Field Name	Field Length	Field Type	Number of Occurrences	Description
O-FACTS-CLNT-MID	10	ALPHA-NUMERIC		Medicaid Identification Number
O-FACTS-CLNT-XREF	10	ALPHA-NUMERIC		This is the DDDS tracking number. It is not used for processing; rather it is passed back to DDDS to ease the processing of the DDDS response files.
O-FACTS-FILLER	02	ALPHA-NUMERIC		Filler

Medicaid Interface Response File Layout

Field Name	Field Length	Field Type	Description
O-FACTS-CLNT-XREF	10	ALPHA-NUMERIC	This is the DDDS tracking number. It is not used for processing; rather it is passed back to DDDS to ease the processing of the DDDS response files.
O-FACTS-CLNT-MID	10	ALPHA-NUMERIC	Medicaid Identification Number
O-FACTS-CLNT-BEGIN	08	ALPHA-NUMERIC	Eligibility start date
O-FACTS-CLNT-END	08	ALPHA-NUMERIC	Eligibility end date
O-FACTS-AID-CTG	02	ALPHA-NUMERIC	County category of aid
O-FACTS-LOCK-BEGIN	08	ALPHA-NUMERIC	MCO start date
O-FACTS-LOCK-END	08	ALPHA-NUMERIC	MCO end date
O-FACTS-MCO-ID	10	NUMERIC	Provider ID
O-FACTS-TAXONOMY	10	ALPHA-NUMERIC	Taxonomy
O-FACTS-DEATH-DATE	08	ALPHA-NUMERIC	Date of Death
O-FACTS-PCP-LAST	35	ALPHA-NUMERIC	Primary Care Physician Last Name
O-FACTS-PCP-FIRST	25	ALPHA-NUMERIC	Primary Care Physician First Name
O-FACTS-PCP-PHONE	10	ALPHA-NUMERIC	Primary Care Physician Phone

Medicaid Interface Error File Layout

<i>Field Name</i>	<i>Field Length</i>	<i>Field Type</i>	<i>Description</i>
O-FACTS-CLNT-XREF-2	10	ALPHA-NUMERIC	This is the DDDS tracking number. It is not used for processing; rather it is passed back to DDDS to ease the processing of the DDDS response files.
O-FACTS-CLNT-MID-2	10	ALPHA-NUMERIC	Medicaid Identification Number
O-FACTS-ERROR-MESSAGE	48	ALPHA-NUMERIC	Error message explaining why no data was returned on the response file.

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Monthly Usage Report

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