

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
HEALTH PROFESSIONAL CONSORTIUM FACILITATION AND CURRICULUM
DEVELOPMENT AND IMPLEMENTATION
ISSUED BY DEPARTMENT OF HEALTH AND SOCIAL SERVICES
HEALTH CARE COMMISSION
CONTRACT NUMBER HSS-16-014**

I. Overview

The State of Delaware Department of Department of Health and Social Services, seeks professional services to **establish infrastructure to support the Graduate Health Professional Education Consortium (Consortium) and Health Care Workforce Learning and Re-Learning Curriculum (WLRLC) for the Delaware State Innovation Model (SIM) Program**. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: January 19, 2016
Deadline for Questions	Date: January 29, 2016
Pre-Bid Meeting	Date: February 15, 2016 @ 10:00 AM
Response to Questions Posted by:	Date: February 26, 2016
Deadline for Receipt of Proposals	Date: March 18, 2016 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: April 8, 2016

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting has been scheduled for **February 15, 2016 at 10:00 am**. **This is a mandatory meeting.** If a Vendor does not attend this meeting, or arrives 15 minutes or later after the start time, they shall be disqualified and shall not be considered for further evaluation.

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The Pre-bid Meeting will be held at:

Herman Holloway Campus
Main Administration Building
Room 198
1901 N. DuPont Hwy
New Castle, DE 19720

II. Introduction

A. Background on Delaware Health Care Commission – The 135th Delaware General Assembly created the [Delaware Health Care Commission](#) on June 21, 1990. The DHCC symbolizes the public/private efforts which have traditionally spelled success for problem solving in Delaware. Four government officials - the Secretary of Finance, Secretary of Health & Social Services, Secretary of Services for Children, Youth & Their Families and the Insurance Commissioner - are joined by six private citizens appointed either by the Governor, the Speaker of the House or the President Pro Tempore of the Senate. The composition is a balance between the executive and legislative branches of government and the public and private sectors. The Commission provides a broad forum to promote access to affordable quality health care for all Delawareans. The DHCC Chair is a Governor appointed position. In December 2015, State of Delaware Governor, Jack Markell, appointed a new Chair for the Commission.

B. Background on Health Innovation in Delaware – Delaware aspires to be a national leader on each dimension of the Triple Aim: better health, improved healthcare quality and patient experience, and lower growth in per capita healthcare costs. In 2013, the Delaware Health Care Commission (HCC) convened stakeholders across Delaware – including consumers, providers, payers, community organizations, and state agencies – to work together to develop a strategy to achieve these goals. The culmination of that work was the development of Delaware’s State Health Care Innovation Plan (SHIP). Delaware was awarded a 4-year, \$35 million State Innovation Model (SIM) Testing Cooperative Agreement Grant from the Center for Medicare and Medicaid Innovation (CMMI) to support the implementation of the SHIP. Combined with additional investments by purchasers, payers, and providers of care in Delaware, the grant funds are supporting changes in healthcare delivery that will create more than \$1 billion in value through 2020.

The Delaware Center for Health Innovation (DCHI) was established in 2014 as a public-private organization of leaders from across Delaware to work with the Delaware Health Care Commission (HCC) and the Delaware Health Information Network (DHIN), Delaware’s Health Information Exchange, to guide the detailed design and implementation of Delaware’s State Health Care Innovation Plan.

Delaware will continue to implement its strategy over the next 4 years. There are 7 core elements to Delaware’s approach to health system transformation:

1. Transformation of primary care through patient-centered medical homes (PCMHs), accountable care organizations (ACOs), and other innovative delivery models;
2. A workforce learning and development program focused on delivering team-based, integrated care;

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3. Multi-payer transition to value-based payment models statewide (Pay for Value and Total Cost of Care), with 90% enrollment into value-based payment by primary care providers by the end of 2018;
4. An innovative, multi-payer, provider performance scorecard, composed of quality, patient experience, utilization, and cost measures tied to new payment models;
5. A statewide population health improvement program linking community-based health initiatives with the delivery system;
6. Patient engagement activities that support individuals to manage their own health and healthcare; and,
7. Leveraging Delaware Health Information Network (DHIN) to support health system transformation.

C. Delaware's Healthcare System- Delaware has a population of approximately 925,000 across 3 counties including urban, suburban, and rural communities. Some facts about its healthcare system include:

- Relatively low level of uninsured (less than 10% of the population)
- Two major commercial payers
- Medicaid program that fully expanded following the Affordable Care Act
- According to the Health Resources and Services Administration (HRSA), the low-income populations of Kent and Sussex Counties comprise primary care federally-designated health professional shortage areas (HPSAs). In 2015, 37 out of 129 census tracts in New Castle County (located in the Central, Southwest, and Southbridge areas of Wilmington, as well as in portions of Newark) qualify as primary care HPSAs. At the facility-level, two community-based facilities in New Castle County and one community-based facility in Sussex County represent primary care HPSAs.
- All of Kent County, the low-income population of Sussex County, and 24 out of 129 census tracts in New Castle County (located in the Wilmington area) qualify as dental care HPSAs. Two community-based facilities in New Castle County and one community-based facility in Sussex County also represent dental HPSAs.
- In Delaware, the majority of federally-designated mental health HPSAs represent various facilities. In Kent County, two community-based facilities are recognized as mental health HPSAs. In New Castle County, three community-based facilities, one correctional facility, and one hospital meet the criteria for mental health HPSAs. The low-income population within Sussex County, as well as two community-based facilities, represent mental health HPSAs.
 - *Data source: U.S. Department of Health and Human Services, Health Resources and Services Administration (<http://hpsafind.hrsa.gov/>)*
- Six major health systems, 3 Federally Qualified Health Centers with 10 locations statewide, and a Veterans Affairs hospital.
- Approximately 1,200 PCPs across an estimated 400-600 practice sites, with about 75% of PCPs in groups of 5 or fewer.
- Multiple innovative care models emerging, including:
 - Co-location of services (e.g., primary care and behavioral health care);
 - Population-specific care coordination (e.g., for a specific condition such as heart disease);
 - Patient-Centered Medical Homes; and,
 - Accountable Care Organizations.

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- Advanced health IT infrastructure, including:
 - Industry-leading Health Information Exchange (Delaware Health Information Network) with strong connectivity to acute care hospitals and labs, and emerging connectivity to other ambulatory care sites
 - Electronic medical records penetration of approximately 80%

The following examples denote currently available graduate medical and other health professional residency programs in Delaware:

- Christiana Care Health System Residency Programs:
 - General Practice Dentistry Residency <http://residency.christianacare.org/dentistry>
 - Family Medicine Residency <http://residency.christianacare.org/fm>
 - OB-GYN Residency <http://residency.christianacare.org/ob-gyn>
 - Emergency Medicine <http://residency.christianacare.org/em>
- Delaware Health and Social Services, Division of Substance Abuse and Mental Health
 - Delaware Psychiatry Residency Program <http://www.dhss.delaware.gov/dhss/dsamh/residency/contact.html>
- Bayhealth Pharmacy Residency Program <http://www.bayhealth.org/careers/pharmacy-residency-program>
- Nemours Children’s Health System
 - Pediatric Residency Program <http://www.nemours.org/education/gme/pediatricresidency.html>
- University of Delaware
 - Physical Therapy Clinical Residency Program <http://www.udptclinic.com/professionals/residency.shtml>

Note: This list is meant to be illustrative but not comprehensive.

D. Additional information

For more information, please consult the following sources:

- Delaware Health Care Commission (<http://dhss.delaware.gov/dhss/dhcc/>)
- Delaware SIM Initiative (<http://www.dhss.delaware.gov/dhss/dhcc/sim.html>)
- Delaware Center for Health Innovation (<http://www.dehealthinnovation.org>)
- Delaware State Health Care Innovation Plan (<http://www.dhss.delaware.gov/dhcc/cmmi/files/choosehealthplan.pdf>)
- Delaware’s Model Test Project Narrative (<http://dhss.delaware.gov/dhss/dhcc/files/2014ProjectNarrative.pdf>)
- Center for Medicare & Medicaid Innovation (<http://innovation.cms.gov/>)
- HCC and DCHI meeting dates and times (<http://egov.delaware.gov/pmc/>)

III. Scope of Services

A. Overview

Delaware’s approach to delivery system transformation will require fundamental changes to the structure of the health care team as well as the roles of its members. As a result, Delaware’s plan calls for significant commitment of funding to support health care

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workforce transformation activities. In parallel to activities underway to transform the practice setting, the health care information technology infrastructure and health care payment systems, the HCC seeks to develop and sustain a statewide, integrated cross-professional network of graduate training programs. This network will prepare new graduates to provide care in Delaware's newly-transformed health care environment.

In Delaware, there is broad awareness of the need for new infrastructure and policy to facilitate workforce development in support of the full implementation of health reform as well as Delaware's changing population. Delaware will build on the existing work of the academic institutions, the individual health systems, the Medical Society of Delaware, the Delaware Academy of Medicine, the Delaware Health Care Commission (DHCC), the Delaware Health Science Alliance (DHSA), and others to broaden the culture of learning and become a true "learning state." Emerging innovative approaches to undergraduate and graduate health professional training in primary care and behavioral health will serve as a reminder that change and innovation are already integral elements of Delaware's health care workforce landscape. The medical and dental education community has made significant progress in promoting curriculum-design instruction; however, with the transformation initiatives of the health care delivery system, continuous quality improvement for educational innovation is fundamentally important work.

Delaware envisions creation of a pipeline of aligned education and training requirements, service obligations, and financial incentives to assure the highest quality health care workforce. This Request for Proposal seeks to create an important and foundational element of the pipeline.

In 2012, Delaware Health and Social Services' (DHSS) Division of Public Health (DPH) received federal funds (American Recovery and Reinvestment Act (ARRA)) to assess the feasibility of establishing new residency programs and/or residency rotations for National Health Service Corps Scholars and residents to gain exposure to underserved communities in both rural and urban areas. The Division of Public Health and the Delaware Health Care Commission (DHCC), joined forces to utilize the ARRA-funded feasibility assessment opportunity as a mechanism to leverage the stakeholder momentum generated by the Workforce process. Also during 2012, using a multi-stakeholder planning process, the DHCC led the development of comprehensive recommendations intended to strengthen Delaware's health professional workforce. One recommendation approved in January 2013 was to *"complete an analysis of graduate medical education processes that could support broader geographic exposure of statewide Delaware practice opportunities."* (See Appendix B)

Specific to the area of Health Workforce and Education, a growing body of research underscores a widening mismatch between the competencies of the current and emerging health workforce and the requirements of a fully-transformed system of care. As present-day health care reform activities pave the way for a higher quality, more efficient health care system in Delaware, current action is also needed to ensure that the existing and emerging workforce is prepared to successfully practice within Delaware's transformed health care system.

A strengthening of workforce competencies is required within the broad areas of care coordination, interdisciplinary teamwork, and the ability to leverage information technology to improve health outcomes while decreasing costs. **Delaware aims to**

address these and other competencies via design and implementation of an evidence-based Health Care Workforce Learning and Re-Learning Curriculum. The new curriculum will effectively prepare the existing and emerging health care workforce to practice in Delaware’s newly-transformed health care delivery system.

Appendix C summarizes the consensus of local stakeholders, as adopted by the Delaware Center for Health Innovation (DCHI) Board of Directors, with respect to a statewide Health Care Workforce Learning and Re-Learning Curriculum. Specifically, the document (1) outlines critical substantive elements to be addressed within the curriculum; (2) provides recommendations for aligning the new curriculum with concurrent Practice Transformation activities; and (3) offers implementation guidelines to facilitate curriculum dissemination

B. Program Purpose

There are two components to this scope of work as described below. Vendors are invited to bid on one or both scopes of work.

I. Component A - Graduate Health Professional Education Consortium Facilitation

The purpose of the *Component A* scope of work within this RFP is to establish infrastructure to support the Graduate Health Professional Education Consortium (herein referred to as Consortium). The consortium will work in concert with the Delaware Center for Health Innovation (DCHI) which was established as a nonprofit, public-private organization to work with the DHCC to carry forward the work of the Centers for Medicare and Medicaid Innovation SIM Test project. Specifically, this request seeks proposals to carry out the start-up and governance activities of the Consortium. The Consortium will complete the following core functions:

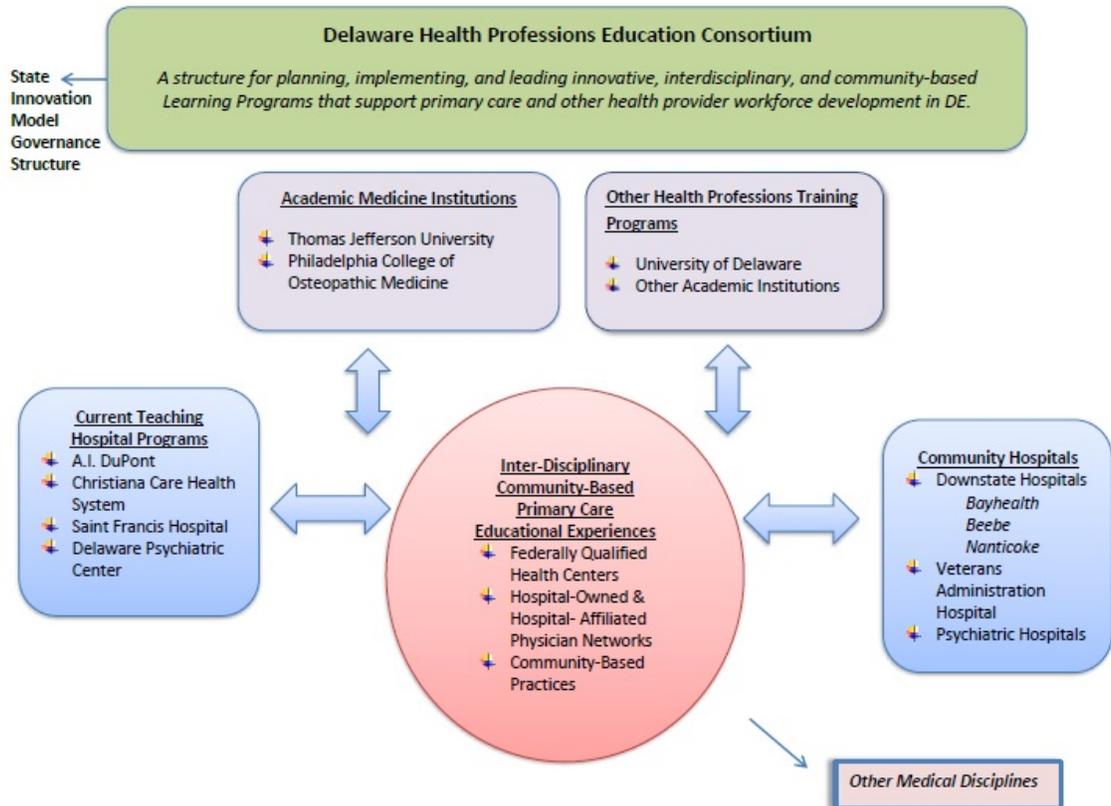
- Provide technical assistance to organizations developing and implementing graduate medical and other health professional training programs;
- Support for and promotion of the alignment of hospital and community-based residency and other graduate health professional training programs;
- Provision of faculty development programs;
- Creation and implementation of a financial sustainability model for the Consortium; and
- Support for and active promotion of the alignment of state and federal health professional training programs and incentives.

The Consortium will foster the development of innovative teaching programs that provide interdisciplinary training opportunities, support the principles of team-based care, and foster new service delivery models such as:

- Patient-Centered Care
- Integration of physical and behavioral health services
- Integrated use of health information technology for clinical care and professional development.

See Consortium structure model below:

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Revised 09/25/13

It is anticipated that two types of programs may develop under the sponsorship of the Consortium:

- 1) New multi-stakeholder program(s) that utilize multiple members of the Consortium in functional roles; and
- 2) Consortium-incubated programs that emerge as specific new programs at Consortium member sites (e.g., net new hospital or community-based residency programs).

In either of the above scenarios, Consortium leadership is required to oversee a coordinated approach to faculty development at statewide organizations. The technical design/development of any new academic training programs will meet requirements of the relevant accrediting bodies.

Contractor Responsibilities (Component A)

Selected vendor will be expected to be responsible for the following services, activities and deliverables during the contract term:

1. Component A: Graduate Health Professional Education Consortium Facilitation

Project Management and Administration

- a. Carry out the start-up and governance activities of the Consortium.
- b. As deemed necessary, incorporate the Consortium to 501c3 or LLC structure.
- c. Ensure the Consortium provides a centralized framework for leadership, innovation, program development, and the continuous incubation of new and/or enhanced program development whether those programs are centrally administered or led by an individual organization from within the Consortium.
- d. Provide faculty development services.
- e. Oversee the fund solicitation and management processes.
- f. Oversee a coordinated approach to faculty development at statewide organizations that will be functionally involved in the operation of a Consortium program.
- g. Provide leadership to the creation of process and policy to develop a formal pipeline of aligned requirements and incentives for individuals who are pursuing a primary care medical career, completing training in Delaware, and ultimately practicing in Delaware.

Health Professional Training Development

- a. Ensure all training and education programs housed within the Consortium are accredited by the indicated accrediting body (e.g. the ACGME/AOA).
- b. Provide interdisciplinary and community-based training opportunities in diverse settings and regions throughout Delaware.
- c. Foster the development of innovative primary care teaching programs that provide interdisciplinary training opportunities, support the principles of “team-based” care, and foster new service delivery models such as:
 - Patient-Centered Care;
 - Mental/Behavioral Health Service integration; and
 - Integrated Use of Health Information Technology (for clinical care and distance learning).

II. Component B - Health Care Workforce Learning/Re-Learning Curriculum Development

The purpose of the *Component B* scope of work within this RFP is to select a vendor to aid in the development and implementation of a learning and re-learning curriculum for Delaware’s health care workforce. The new curriculum developed by the vendor will prepare the current and emerging health workforce to practice within the Delaware’s newly-transformed system of care. The statewide Health Care Workforce Learning and Re-Learning Curriculum will enhance competencies required of Delaware’s current and emerging health workforce in the critical areas of care coordination, interdisciplinary teamwork, and efficiency of operational processes.

Leaders in Delaware’s health care training and provider community agree that better integrating and coordinating care for high-risk populations will require meaningful changes in operational processes and new capabilities and competencies of health care professionals.

In May 2015, DCHI adopted the Consensus Paper on Primary Care Practice Transformation, articulating the following nine practice-level capabilities and competencies necessary for high-quality, patient-centered and cost-effective care.

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1. **Panel Management:** Understanding the health status of the patient panel and setting priorities for outreach and care coordination based on risk.
2. **Access Improvement:** Introducing changes in scheduling, after-hours care, and/or channels for consultation to expand access to care.
3. **Care Management:** Proactive care planning and management for high-risk patients.
4. **Team-based Care Coordination:** Integrating care across providers within the practice, across the referral network, and in the community.
5. **Patient Engagement:** Outreach, health coaching, and medication management.
6. **Performance Management:** Using reports to drive improvement and participation in value-based payment models.
7. **Business Process Improvement:** Budgeting and financial forecasting, practice efficiency and productivity, and coding and billing.
8. **Referral Network Management:** Promoting use of high-value providers and setting expectations for consultations.
9. **Health IT Enablement:** Optimize access and connectivity to clinical and claims data to support coordinated care.

Contractor Responsibilities (Component B)

Selected vendor will be responsible for the following **Curriculum Development and Implementation** services, activities and deliverables during the contract term as outlined below:

Health care professionals responsible for coordinating patient care, regardless of the coordinated care model in which they practice, should demonstrate a core set of competencies and be supported by all payers across Medicare, Medicaid and commercial segments. Expectations for Component B include deliverables specific to the development and implementation of Delaware's Health Care Workforce Learning and Re-Learning Curricula which will specifically strengthen workforce competencies within the following six areas:

1. *Communication and Counseling Skills* - Requisite communication and counseling skills are also critical for provider interaction with a diverse patient panel. The new curriculum will address issues of cultural competencies beyond those related to simple awareness of care preferences, while emphasizing the social context of disease processes. As we move forward, the primary care workforce will continue to interact with an increasingly diverse patient population.
2. *Collaborative Report Writing* - The new curriculum will address the important ability to accurately and efficiently capture collaborative thinking in written format. Furthermore, as health care reform initiatives promote workforce role redesign, primary care providers will spend less time completing paperwork and administrative tasks; therefore, it is important to

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strengthen primary care providers' competencies related to communicating content for reports that will ultimately be composed by another member of the primary care team.

3. *Interprofessional Practice* - The new Health Care Workforce Learning and Re-Learning Curriculum will address key interprofessional practice competencies within the overlapping areas of (a) values and ethics; (b) roles and responsibilities; (c) interprofessional communication; and (d) teams and teamwork. This broad category of competencies includes such varied skills as fostering employee development, self-evaluating professional performance, and re-organizing roles and responsibilities to maximize provider efficiency (i.e., matching the appropriate practitioner to the task).
4. *Navigation and Access to Resources* - The new curriculum will strengthen providers' understanding of how to connect patients to appropriate clinical and non-clinical services in order to meet the full range of medical and psycho-social needs of each patient. The new curriculum will also provide clarity as to which situations or medical conditions should be managed directly by the primary care practice and which require a specialist referral as well as best-practice methods for connecting patients with available community and social services.
5. *Care Decisions and Transition-of-Care Planning* - The new curriculum will assist providers in strengthening their ability to formulate, monitor and communicate care objectives as developed by the full health care team, including patients and families. The new curriculum will increase providers' skills for the management of prevalent, chronic health conditions (e.g., diabetes, asthma) in a primary care setting by providing guidelines for monitoring and intervention.
6. *Health Information Technology* - The new curriculum will support providers' competencies related to health IT tools (including electronic health records), practice management software, and data from DHIN to fully utilize health information technology for data collection, sharing, analysis, planning and evaluation at the individual and population levels. The new curriculum will also address the role of telehealth within a transformed system of care and address related provider areas of interest (e.g., "How do I make referral decisions during an electronically-based patient appointment?", "What is the best way to demonstrate active listening via a computer screen?")

Proposals should incorporate the DCHI Board's recommendations for the development and implementation of all new Health Care Workforce Learning and Re-Learning Curricula. The following should be addressed:

1. *Audience*: Initially, the audience of the curriculum should include any member of the primary care team with primary responsibility for coordinating clinical care. The DCHI envisions expansion over time to include other members of the health care team, as well as the potential for the learning components designed for patients (e.g., how to maximize care visits, tips for asking care-based questions, when to seek specialist care). The new curriculum will also acknowledge the growing cultural diversity of Delaware's health workforce.
2. *Core Topics*: Core topics should directly address competencies identified earlier in this document and should include Standards of Practice, Care Planning, Care Team Leadership, Communication Skills (e.g., patient engagement, motivational interviewing and behavior change strategies), use of health information technology (e.g., risk prediction software,

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population health management tools), and cross-system integration (e.g., social service, community-based programming).

3. *Format/Channels*: The curriculum should be delivered through a variety of channels and designed to meet the needs of a variety of professionals. Learning should occur in individual and group settings and should include actual and simulated patient interactions, didactic and clinical experiences, and fully incorporate technology including telemedicine.
4. *Alignment with other Practice Resources*: The duration of the curriculum should be 24 months. Participation should be available to team members of any practice receiving practice transformation support and be aligned with primary care practice transformation activities as recommended by DCHI.
 - a. Provision of Train the Trainer programming to include instructional staff. All staff must be knowledgeable and experienced instructors who possess all necessary licenses and certification required to deliver the training program

The successful vendor of Component B would be well-served to ensure their curricula incorporates the nine capabilities (pg. 9) and the six competencies (pg. 10). Additionally, vendor(s) working in Component A and B will work collaboratively to ensure coordination between the establishment of the consortium and curriculum development and implementation for the state.

Available Funding and Estimated Awards

Through this funding opportunity, HCC intends to contract with a maximum of one (1) qualified vendor for Component A and one (1) qualified vendor for Component B. Qualified applicant organizations may bid on both Component A and Component B. However, the proposal must clearly outline RFP requirements for each area--separately. The selected vendor(s) will be responsible for reporting all progress, accomplishments, risks and solutions for their respective component area(s) to the DHCC on a monthly basis.

Funding for Component A of this RFP will be provided up to **\$500,000 annually** over the course of the SIM Cooperative Agreement grant project period to begin April 2016 and end on January 31, 2019. Renewal of funding is based on satisfactory performance and availability of federal funds.

Funding for Component B of this RFP will be provided up to **\$300,000 annually** over the course of the SIM Cooperative Agreement grant project period to begin April 2016 and end on January 31, 2019. Renewal of funding is based on satisfactory performance and availability of federal funds.

2. Administrative Requirements

- a. The successful vendor(s) will be required to coordinate with the following organizations on a regular basis:
 - i. Delaware Health Care Commission;
 - ii. Centers for Medicare and Medicaid Innovation/CMS (federal level); and
 - iii. Delaware Center for Health Innovation (DCHI).
- b. The successful vendor(s) will be responsible for presenting a monthly status update to the Delaware Health Care Commission.

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- c. The successful vendor(s) will be responsible for assisting the Delaware Health Care Commission in responding to CMMI inquiries and developing grant administration reports to display pipeline projects, timelines, milestones, and achievements to date.
- d. The successful vendor(s) will be required to work with the selected State-Led Evaluator for continuous improvement monitoring of the SIM cooperative agreement project.
- e. The successful vendor(s) will be responsible for delivering monthly updates to the Delaware Center for Health Innovation Workforce and Education Committee.

IV. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

- 1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

- 2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
- 3. Complete all appropriate attachments and forms as identified within the RFP.
- 4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
- 5. Provide response to Employing Delawareans Report (Attachment 9)

B. Format and Content of Response

Proposals shall contain the following information, adhering to the orders as shown below:

- 1. **Required forms and attachments** as indicated in this Request for Proposal (e.g. Page 40).
- 2. **Title Page**- must include: 1) the RFP Subject/Component(s); 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone; 5) the name and title of the designated contact person; and 6) designated contact person's email address.
- 3. **Table of Contents**- The table of contents shall include a clear and complete identification of information presented by section and page number.

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4. **Qualifications and Experience-** This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience. If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

5. **Bidder's Professional Reference Letters-** Letters from at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

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 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.

6. **Proposed Methodology and Work Plan**

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The work plan shall outline specific objectives, activities and strategies, and resources. **If bidder is bidding on both Components A and B, please provide 2 separate methodology/work plans for each component in ONE RFP submission document Bidders should clearly label the files on the electronic submissions and it is recommended that tabs are used on the hardcopy submission to clearly identify components , Attachments, etc.**

7. **Proposed Budget**

Vendor will submit a line item budget and budget justification, **for each contract year (through 2019)**, using a format mirroring that in Attachment 12 describing how funds will be used. A detailed line item budget should include the hourly rate of pay for each staff member. **If bidder is bidding on both Components A and B, please provide 2 separate line item budget and budget justifications for each component.**

C. General Evaluation Requirements

1. Mandatory RFP provisions (Pass/Fail)
 - a. All forms and documents properly submitted as indicated in the RFP.
2. Experience and Expertise/Qualifications of the vendor

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- a. Excellent qualifications and experience of staff assigned to the project.
- b. Demonstrated expertise in graduate medical education programs, facilitation and administration, and curricular design.
3. Capacity to meet requirements/Response to Scope of Services
 - a. Perform the work in a timely manner and provide company oversight, project support and maintenance.
 - b. Delivery approach must support the work plan and schedule.
 - c. Project cost must comply with CMMI budgets.
 - d. Capable of operating remotely and throughout Delaware’s three (3) Counties- New Castle, Kent and Sussex.
 - e. Ability to integrate and support the State of Delaware, HCC in achieving: 1) the goals and objectives of the federal SIM project; 2) compliance with requests from federal and state evaluation contractor; and 3) successful collaboration with Key stakeholder (e.g. DCHI Board and Committees, DHIN etc.) regarding project outcomes.
4. Three (3) letters of professional reference must be provided with proposals. Include contact information.
(For Criteria Weighting- pages 23 and 24)

V. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Helen Arthur,
Director of Planning & Policy
Department of Health and Social Services
Delaware Health Care Commission
410 Federal Street, Suite 7
Margaret O’Neil Building
Dover, DE 19901
EMAIL: Helen.Arthur@state.de.us**

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To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. 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 the State's consultant or legal counsel on any matter related to the RFP.

6. 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.

7. 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.

8. Exclusions

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

- a. 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;
- b. 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;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. 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.

B. RFP Submissions

1. 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.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with One (1) paper copy and Five (5) electronic copies on CD or DVD media disk, or USB memory drive. Electronic copies must be identical to the paper copy. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time)** on **March 18, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Kieran Mohammed
Kieran.mohammed@state.de.us
Delaware Department of Health and Social Services
Main Administration Building
Second Floor, Room 257
1901 North DuPont Highway
New Castle, Delaware 19720

Vendors are directed to clearly print “BID ENCLOSED” and “RFP NO. HSS-16-014” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2019. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting 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 in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. 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.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. 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.

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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.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein

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expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly**

responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **January 29, 2016**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **February 26, 2016**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State’s Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware’s specifications or vendor’s response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State’s Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor’s participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State’s Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware’s website at www.bids.delaware.gov . The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware’s terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

24. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Delaware Health Care Commission Chair or Executive Director, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor’s proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team’s consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:

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Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Component A - Graduate Health Professional Education Consortium Facilitation Criteria	Weight
Meets mandatory RFP provisions <ul style="list-style-type: none"> - Paper copies properly submitted - CD's properly submitted - Forms properly submitted 	Pass/Fail
Response to Scope of Services- <ul style="list-style-type: none"> - Expertise in graduate health professional education programs, facilitation, curricular design, and administration. - 	40
Qualifications of vendor <ul style="list-style-type: none"> - Previous experience of the vendor/ persons being assigned to the project. - Capacity to perform the work in a timely manner and provide company oversight, project support and maintenance. 	30
Professional references <ul style="list-style-type: none"> - Demonstrated success in executing similar projects. 	15
Evaluation of proposed budget relative to the proposed service delivery	15
Total	100%

Component B - Health Care Workforce Learning/Re-Learning Curriculum Development and Implementation Criteria	Weight
Meets mandatory RFP provisions <ul style="list-style-type: none"> - Paper copies properly submitted - CD's properly submitted - Forms properly submitted 	Pass/Fail
Response to Scope of Services- <ul style="list-style-type: none"> - Expertise in developing learning and re-learning curriculums for a state's health care workforce. 	40
Qualifications of vendor <ul style="list-style-type: none"> - Previous experience of the vendor/ persons being assigned to the project. - Capacity to perform the work in a timely manner and provide company oversight, project support and maintenance. 	30
Professional references <ul style="list-style-type: none"> - Demonstrated success in executing similar projects. 	15
Evaluation of proposed budget relative to the proposed service delivery	15
Total	100%

*** FOR ANY CONTRACT INVOLVING TEMPORARY EMPLOYEE PLACEMENT OR THE HIRING OF CONTRACTORS THAT COULD BE CONSIDERED EMPLOYEES OF THE STATE (i.e. provided work space on state property and under the direct supervision of state employees), THE CONTRACTING AGENCY MUST**

- 1) REQUIRE VENDORS TO SUBMIT A SEPARATELY IDENTIFIED ACA Safe Harbor Additional Fee IN THE VENDOR'S PROPOSAL RESPONSE, AND**
- 2) THE VENDOR MUST CLEARLY IDENTIFY HOW THE ACA Safe Harbor Fee IS CHARGED (i.e. by frequency, including by invoice, by hour, by employee, etc.), AND**
- 3) THE ACA Safe Harbor Fee MUST REMAIN A COMPONENT OF THE SCORING CRITERIA AND MUST RECEIVE A LIFECYCLE COST ANALYSIS.**

To enable the State to claim ACA Safe Harbor, the fee must be separately disclosed, charged and paid by the using agency.

FOR ANY AND ALL QUESTIONS ABOUT APPLICABILITY TO A GIVEN CONTRACT AND/OR SOLICITATION, THE ORIGINATING AGENCY MUST PARTNER WITH THEIR HUMAN RESOURCES SECTION TO DETERMINE THE APPLICABILITY AND/OR REMOVAL OF THIS REQUIREMENT.

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the

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Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for one (1) year with four (4) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of

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these agreements will be negotiated with the finalist during actual contract negotiations.

- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s)

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provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the

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process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Helen Arthur
Director of Planning & Policy
Department of Health and Social Services
Delaware Health Care Commission
410 Federal Street, Suite 7
Margaret O’Neil Building
Dover, DE 19901**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney’s fees, arising out of the vendor’s, its agents and employees’ performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor’s expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively “Products”) is or in vendor’s reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor 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 vendor’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 vendor in their negligent performance under this contract.
2. The vendor 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 vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage’s, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

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4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. PERFORMANCE BOND

There is no Performance Bond Requirement

j. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

k. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

l. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of

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work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

m. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

n. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Delaware Department of Health and Social Services.

1. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

o. Non-discrimination

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In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

p. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

q. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

r. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Delaware Department of Health and Social Services.

s. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

t. Fair Background Check Practices

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Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

u. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

v. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

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w. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

x. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

y. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

z. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving

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to the fullest permissible extent the intent and agreements of the parties herein set forth.

aa. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

bb. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

cc. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

dd. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use

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shall not constitute acceptance of the work or any part thereof by the State of Delaware.

5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-16-014 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
10. **Billing** – The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
11. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by at least three other customers, have been in use for at

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least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 12 – Budget Summary Sheet
- Appendix A – Minimum Response Requirements
- Appendix B – Review of Feasible Strategies: Expanding Primary Care Workforce in Underserved Delaware through Graduate Medical Education Programming Spring-Summer 2013 (Prepared for the Delaware Division of Public Health)
- Appendix C - Health Care Workforce Learning and Re-Learning Curriculum

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

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 parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to helen.arthur@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible 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.

– Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month

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following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

NO PROPOSAL REPLY FORM

RFP No. HSS-16-014 Contract Title: **GRADUATE HEALTH PROFESSIONAL EDUCATION CONSORTIUM FACILITATION AND HEALTH CARE WORKFORCE LEARNING/RE-LEARNING CURRICULUM DEVELOPMENT AND IMPLEMENTATION**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

RFP NO.: HSS-16-014

**RFP TITLE: GRADUATE HEALTH PROFESSIONAL EDUCATION CONSORTIUM FACILITATION AND
HEALTH CARE WORKFORCE LEARNING/RE-LEARNING CURRICULUM DEVELOPMENT AND
IMPLEMENTATION**

DEADLINE TO RESPOND: March 18, 2016 at 11:00 AM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Health and Social Services

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

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Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of Health and Social Services-Health Care Commission

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS_16_014	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

Contract No. **HSS_16_014**

Contract Title: GRADUATE HEALTH PROFESSIONAL L EDUCATION CONSORTIUM FACILITATION AND HEALTH CARE WORKFORCE LEARNING/RE-LEARNING CURRICULUM DEVELOPMENT AND IMPLEMENTATION

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us

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

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

Attachment 11

BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which
payment well
(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20 _____).

SEALED AND DELIVERED IN THE

Presence Of _____ (Seal)
Name of Bidder (Principal)

Witness

_____ BY _____ (Seal)

Corporate

Seal

_____ Title

_____ BY _____ (Seal)
Name of Surety

STATE OF DELAWARE
Department of Health and Social Services-Health Care Commission

_____ (Seal)

Title

STATE OF DELAWARE
Department of Health and Social Services-Health Care Commission

STATE OF DELAWARE
Department of Health and Social Services-Health Care Commission

Attachment 12

Budget Summary Sheet

Contract Number: **HSS – 16-014**

Contract Title: Graduate Health Professional Education Consortium Facilitator and Health Care Workforce Learning/Re-Learning Curriculum Development and Implementation

Vendors should create a line item budget mirroring the following

Item No.	Categories	% of Budget	Amount
1	Staff Salaries		
2	Fringe Benefits		
3	Indirect Costs		
	Other (specify)		
4	Travel / Training		
	Mileage (Rate\$0.40 X 0000 miles)		
	Training		
	Other (specify)		
5	Contractual		
	Rent		
	Electricity		
	Heat		
	Communications		
	Other Utilities		
	Printing / Advertising		
	Postage		
	Insurance		
	Repairs		
	Other (specify)		
6	Supplies		
	Office		
	Janitorial		
	Program		
	Other (specify)		
7	Equipment / Other Direct Costs		
	Other (specify)		
	TOTAL BUDGET		\$ -

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Department of Health and Social Services-Health Care Commission

**APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. **One (1) paper copy** of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. **Five (5) electronic copies** of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

STATE OF DELAWARE
Department of Health and Social Services-Health Care Commission

Appendix B follows:

STATE OF DELAWARE
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Appendix C follows