REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
BEHAVIORAL HEALTH ELECTRONIC MEDICAL RECORDS ASSISTANCE PROGRAM
(DE BH EMR ASSISTANCE PROGRAM)
ISSUED BY DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
CONTRACT NUMBER HSS – 16 – 037R

I. Overview
The State of Delaware Department of Health and Social Services, Delaware Health Care Commission invites Delaware-based Behavioral and Mental Health (B/MH) providers to submit application proposals for financial assistance to: 1) purchase a new Electronic Medical Records (EMR); or 2) Upgrade or enhance an existing EMR for integration with Primary Care Provider (PCP) sites. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

This is the second solicitation for this RFP. Applications will be accepted on a scheduled continuous basis through June 29, 2018. Please check the State of Delaware procurement site frequently for future solicitations by visiting: http://bids.delaware.gov/. Funding for this project is subject to the continued availability of federal funding via the State Innovation Model (SIM) Testing Cooperative Agreement Grant from the Center for Medicare and Medicaid Innovation (CMMI). In the event that CMMI does not appropriate or otherwise withdraws funds for this Program, the State of Delaware’s obligations to all winning bidders/applicants will cease and consequential agreements will be terminated.

CMMI SIM Cooperative Agreement annual budget funding periods associated with this RFP and future solicitations are outlined below:
- RFP Period 1 (SIM Year 2 Funds): August 22, 2016 – January 31, 2017 (Two EMR solicitations are planned. One previously awarded.)
- RFP Period 2 (SIM Year 3 Funds): February 1, 2017 – January 31, 2018 (Three EMR solicitations are planned.)
- RFP Period 3 (SIM Year 4 Funds): February 1, 2018 – January 31, 2019 (Two EMR solicitations are planned.)
The proposed schedule of events subject to the RFP is outlined below:

**Current RFP Solicitation Period - Year 1 - 2016**

<table>
<thead>
<tr>
<th>RFP Solicitation Date(s) for Period 1</th>
<th>Deadline for Questions</th>
<th>Responses to Questions Posted by</th>
<th>Deadline for Receipt of Proposals (at 11:00 AM Local Time)</th>
<th>Estimated Notification of Awards*</th>
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<tbody>
<tr>
<td>November 2, 2016</td>
<td>November 10, 2016</td>
<td>November 18, 2016</td>
<td>December 9, 2016</td>
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</tr>
</tbody>
</table>

As previously outlined, behavioral and mental health providers that have not applied for Year 1 solicitations are eligible to apply for any one of the future RFP solicitations periods listed in the table below:

**Future RFP Solicitation Period - Year 2 - 2017**

<table>
<thead>
<tr>
<th>RFP Solicitation Date(s) for Period 2</th>
<th>Deadline for Questions</th>
<th>Responses to Questions Posted by</th>
<th>Deadline for Receipt of Proposals (at 11:00 AM Local Time)</th>
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<tbody>
<tr>
<td>May 1, 2017</td>
<td>May 15, 2017</td>
<td>May 26, 2017</td>
<td>June 12, 2017</td>
<td>June 30, 2017</td>
</tr>
<tr>
<td>August 7, 2017</td>
<td>August 21, 2017</td>
<td>September 1, 2017</td>
<td>September 18, 2017</td>
<td>October 6, 2017</td>
</tr>
</tbody>
</table>

**Future RFP Solicitation Period - Year 3 - 2018**

<table>
<thead>
<tr>
<th>RFP Solicitation Date(s) for Period 3</th>
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<th>Estimated Notification of Awards*</th>
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<tr>
<td>February 5, 2018</td>
<td>February 19, 2018</td>
<td>March 2, 2018</td>
<td>March 19, 2018</td>
<td>April 6, 2018</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>May 15, 2018</td>
<td>May 25, 2018</td>
<td>June 11, 2018</td>
<td>June 29, 2018</td>
</tr>
</tbody>
</table>

*Contract Awards: The DHCC must receive approval from CMMI for use of all contractual federal funds prior to executing contracts for winning bidders. This federal approval process may delay contracts for up to 30 days.

The State of Delaware reserves the right to reject any and all proposals during the RFP solicitation period.

**PREBID MEETING**

A pre-bid meeting has been scheduled for November 9, 2016 at 1:30 PM. Pre-bid meeting attendance is not a requirement for submitting a proposal.

The Pre Bid Meeting will be held at:
II. Introduction

A. *State of Delaware (DE or Delaware)*: In 2013, the Department of Health and Social Services Delaware Health Care Commission (DHCC) became the Governor’s designated recipient of the Round 2 State Innovation Model Testing Cooperative Agreement grant (SIM). SIM is a national grant program administered by the Center for Medicare & Medicaid Innovation (CMMI). Stakeholders from across Delaware have come together to develop and implement a State Health Care Innovation Plan. The plan builds from the innovation occurring across the state to improve the health of Delawareans, improve health care quality and patient experience, and control the growth in health care costs.

The development of Delaware’s State Health Care Innovation Plan has been catalyzed by 100+ private and public stakeholders across the state with an explicit goal of supporting Delaware’s move toward value-based payment models and improving overall population health.

B. *Delaware Center for Health Innovation (DCHI)*: Established in 2014 as a non-profit entity with volunteer representatives from the public and private sectors to facilitate the needs of the SIM work and ensure a sustainable future in Delaware, DCHI guides the State Innovation Models (SIM) effort and tracks SIM progress. DCHI is supported by contributions from stakeholders to shape the future of healthcare in Delaware. With robust and ongoing support from across the healthcare industry, government and the business community, Delaware is uniquely positioned to lead the nation in pioneering a true public-private partnership to achieve the triple aim of improving population health, improving care, and reducing healthcare cost.

Five committees were formed to develop and implement statewide services and ensure coordination with health information technological aspects of health care reform: Clinical, Healthy Neighborhoods (Population Health), Patient and Consumer, Payment Model Monitoring Workforce Development, and the Technical Advisory Group (TAG). The collaborative effort between the DHCC and DCHI is the birthplace for the Delaware Electronic Medical Records Assistance Program.

*DCHI Clinical Committee*: This committee developed a plan to integrate care for high-risk individuals and more effective diagnosis and treatment for all patients. One of the primary goals for the Committee is to support primary care provider’s integration with behavioral health providers, and create a
statewide model where behavioral health care and primary care facilities electronically communicate with each other and the State’s community health record. Further details about the objectives of this committee are available online; http://www.dhss.delaware.gov/dhss/dhcc/files/clinicalcommittee.pdf.

The DCHI, in collaboration with the Delaware Health Care Commission are working to enable a transformed system of care through the provision of EMR adoption/integration via financial assistance for behavioral and mental health providers. Appendix B of this announcement provides information on a future DCHI program- Behavioral Health Integration (BHI) Testing Program. The DCHI program will focus on improving the integration of behavioral and physical health services for Delawareans. PLEASE NOTE: The BHI project is not a part of this RFP announcement; however, applicants for this RFP announcement (HSS-16-037R) interested in being considered by DCHI for the BHI program must mark their interest on Appendix A-Application Form.

C. Delaware Health Information Network (DHIN): DHIN’s mission is to facilitate the design and implementation of an integrated, statewide health data system to support the information needs of consumers, health plans, policymakers, providers, purchasers and research to improve the quality and efficiency of health care services in Delaware. DHIN share real-time clinical information with health care providers (office practices, hospitals, labs, diagnostic facilities, etc.) across the State to improve patient outcomes and patient-provider relationships, while reducing service duplication and the rate of increase in health care spending.

DHIN currently has certified results delivery interfaces through twenty-five (25) different EMR vendors. DHIN can interface to any Electronic Medical Record (EMR) product that is capable of connecting via a web-service interface using HL7 (health level 7) standard language. A directory of currently integrated vendors can be found on the DHIN website: http://dhin.org/healthcare-providers/emr.

D. Additional Information
For more information, please consult the following resources:
   b. Delaware Center for Health Innovation (http://www.dehealthinnovation.org/Health-Innovation)
   c. Delaware Health Information Network (http://dhin.org/)
   d. Center for Medicare and Medicaid Innovation (http://innovation.cms.gov)
III. Available Funding and Estimated Awards

The DE BH EMR Assistance Program has $1,000,000 allocated over three (3) years for the full adoption or upgrade/enhancements for operation of EMRs for B/MH facilities based in Delaware.

This is a one-time funding award for all winning bidders in each of the three RFP periods for RFP HSS-16-037R. Annual federal funding available for distribution in the EMR Program includes:

- RFP Period 1: up to $500,000 through January 31, 2017
- RFP Period 2: up to $300,000 through January 31, 2018
- RFP Period 3: up to $200,000 through January 31, 2019

Distribution of funding and number of awards for practice sites will be based on the quantity and quality of eligible applications received. The DHCC will also ensure awards are balanced across geographic locations, payer mix and practice size.

A. Application Categories and Distribution Specifications

Only one Tax Identification Number (or EIN) will be eligible for an award under this RFP announcement. Each winning bidder (e.g. practice site) is eligible to receive a flat amount based on the number of providers affiliated with the applicant practice site.

<table>
<thead>
<tr>
<th>Award Category</th>
<th>Category Specifications</th>
<th>Eligible Award Amounts (Per # Providers in Practice Site)</th>
</tr>
</thead>
</table>
| Category 1     | Practice sites without an EMR | 1-3 Providers: up to $15,000  
4-6 Providers: up to $17,500  
7+ Providers: up to $20,000 |
| Category 2     | Practice sites with an EMR   | 1-3 Providers: up to $10,000  
4-6 Providers: up to $12,500  
7+ Providers: up to $15,000 |

IV. Scope of Services

A. Program Purpose:
Delaware developed and adopted a consensus paper describing the approach, vision, strategies, support, performance, evaluation and timeline for B/MH providers to integrate with Primary Care Providers (PCP) in the healthcare transformation process.

As a preliminary step towards this reform, the DHCC is providing monetary assistance to B/MH provider sites to reduce the overall cost of EMR adoption for the practice or upgrading and/or enhancing an existing EMR for integration with
other PCP sites in Delaware. All EMR systems affiliated with- or purchased as a result of- this RFP EMR Assistance Program must have interoperable capabilities with the DHIN system.

The DE BH EMR ASSISTANCE PROGRAM initiative was inspired by the Meaningful Use grant that was made available to PCPs. The program is designed to award funding to qualified practice sites with health care practitioners in the B/MH profession who are productively employed by the practice site (applicant). Through implementation and use of EMRs, Delaware seeks applicants to:

1. Improve quality, safety, efficiency, and reduce health disparities;
2. Engage patients and families in healthcare;
3. Improve care coordination;
4. Improve population and public health; and,
5. Maintain privacy and security.

To learn more about maximizing the value of your Health IT investment, whether you are acquiring your first EHR or upgrading you system visit the following link (Appendix C):

B. Program Overview: There are two (2) categories describing the eligibility criteria for the DE BH EMR Assistance Program. Applicants may apply for only one (1) category during a RFP solicitation period. As this program aims to support behavioral health integration into primary care practices over time, Category 1 applicants may be eligible to apply for Category 2 funding in Period 2 and/or 3. This allowance will be dependent on the availability of federal cooperative agreement funds, the overall number of applications received in future periods and written approval from the Health Care Commission.

Category 1:

a. Practice sites without an EMR: This category provides financial assistance to the practice site for the acquisition and installation of an EMR system. This category is to provide monetary assistance for B/MH practice sites to engage in negotiations with an EMR vendor for the sole purpose of procuring an EMR system for the practice within six (6) months of executing contracts with the DHCC for this category.

b. Distribution of Funding: Funding will be issued to the winning bidder(s) in two installments. The first installment will be released when the winning bidder(s) produce(s) a signed copy of a proposal from the selected EMR vendor detailing final EMR specifications being procured for the practice site. The second installment will be released upon the completion of an online survey, a final narrative report (template to be provided) along with the submission of the first EMR vendor invoice for the purchase of the EMR system.
c. **Winning Bidder Responsibilities**: Funding under this RFP assistance program can be used to facilitate the requirements of the RFP as follows:

i. Winning bidders have six (6) months to execute all required deliverables/actions for this project. Applicants should prepare for this requirement in advance to ensure readiness and success.

ii. Practice Medical and/or Administrative Staff Support for training and technical assistance related to implementation of EMR;

iii. Acquisition of an EMR system;

iv. Participating in learning collaboratives with B/MH and PCP partnerships and other practice assistance organizations to learn about behavioral health and primary care integration strategies;

v. To ensure representation/participation in any/all surveys relative to this program and completion of a final narrative report as outlined/requested by the DHCC; and

vi. As a condition of an executed contract, and if requested by the DHCC, winning bidder(s) may be requested to participate in no more than two (2) meetings of the DHCC and/or DCHI. These meetings may be in-person or via teleconference.

**Category 2:**

a. **Practice sites with an EMR**: This category provides financial assistance for the upgrades and/or enhancements of the practice’s existing EMR system. The winning bidder(s) will receive monetary assistance for the sole purpose of upgrading or enhancing an existing EMR system for the practice within six (6) months of executing contracts with the DHCC for this category.

b. **Distribution of Funding**: Funding will be issued to the winning bidder(s) in two installments. The first installment will be released when the winning bidder(s) produce(s) a signed copy of a proposal from the selected EMR vendor detailing final specifications and outlining the upgrades or enhancements being acquired along with a strategic plan for integration with a PCP. The second installment will be released upon the completion of an online survey, a final narrative report (template to be provided), and submission of the first EMR vendor invoice for the purchase of the enhanced and/or upgraded product.

c. **Winning Bidder Responsibilities**: Funding under this RFP EMR assistance program can be used to facilitate the requirements of the RFP as follows:
i. Winning bidders have six (6) months to execute all required deliverables/actions for this project. Applicants should prepare for this requirement in advance to ensure readiness and success.

ii. Practice Medical and/or Administrative Staff Support for training and technical assistance related to upgrade or enhancement of EMR;

iii. Acquisition of an upgrade and/or enhancement to an existing EMR system;

iv. Participating in learning collaboratives with B/MH and PCP partnerships which focus on the development of co-management agreements to establish referral based relationships with partnering primary care providers/practices.

v. To ensure representation/participation in any/all surveys relative to this program and completion of a final report as outlined/requested by the DHCC; and

vi. As a condition of an executed contract, and if requested by the DHCC, winning bidder(s) may be requested to participate in no more than two (2) meetings of the DHCC and/or DCHI. These meetings may be in-person or via teleconference.

C. Program Eligibility: is determined for all applicants based on two sets of requirements:

**Applicants (Practice Site)**
Applicants, for the purpose of this RFP, are medical facilities in which one or more Behavioral and/or Mental Health Practitioners receive and treat patients.

**Requirements for each Applicant:**

- Applicants (provider sites) must have a business address in Delaware and be able to provide services as identified in the Scope of Work.

- Must possess all required permits and licenses for operating a legitimate business in Delaware.

- Must verify employment status of qualified practitioners listed on the DE BH EMR Assistance Program applications.

- Appendix A must be completely filled out and location clearly identified in the submitted application.

- Must comply with the State’s requirement for vendor registrations at notice of award; [http://mymarketplace.delaware.gov](http://mymarketplace.delaware.gov).

**Behavioral and Mental Health Practitioners**
Practitioners, for the purpose of this RFP, are certified and licensed individuals whose primary employment role is to diagnose mental illnesses, disorders and injuries and prescribe medications and treatments that promote or restore good health.

**Individual Requirements for Practitioners:**

- Must possess credentialing certifications (e.g. Professional license) required for active practice in the State of Delaware.

Proposals from one of the two categories must be submitted by the Proposal Due Dates for eligibility and consideration.

Awards are disseminated to applicants based on eligible Practitioners employed during the project period.

**D. Format and Content of Response**

The bidder’s proposal should be organized and submitted as a Microsoft Word Document or PDF to adequately address the following:

1. All required forms and attachments submitted and are complete.
2. Title Page:
   i. This shall include:
      a. RFP title, and number
      b. the name of the applicant/practice site
      c. the name, title, phone and email of the designated project lead;
      d. Category selected (1 or 2); and
      e. the Opening Project Period date.
3. Project Narrative *(1000 words or less)*
   **Section 1:** In this section, the applicant should describe their awareness of improving the quality, safety and efficiency of patient care through the use of electronic medical records. The following is not an exhaustive list; but, these questions/prompts are fundamental topics and/or strategies that may support the applicants’ narrative:
   i. Describe your organization’s mission and vision.
   ii. How will your practice use this assistance program to better align with the overall State Innovation Model (SIM) initiative?
   iii. If selected, what approach will your practice take in ensuring alignment with the SIM Health Care Innovation Plan?
   iv. What barriers do you envision with adoption of- or upgrading/enhancement of- an EMR system and what are your plans to address these barriers?
v. Please describe how the DE BH EMR Assistance Program will facilitate your practice in addressing better integration of behavioral health and primary care to improve chronic disease management and support the Triple Aim Plus One.

Section 2: In this section, the applicant should respond to the following information regarding their capacity to meet the requirements of this RFP:

i. HIPPA compliance and security for patient information.

ii. Demonstrate preparedness to implement new EMR infrastructure, functional use of existing EMRs, or desired upgrades needed for integration with PCP sites.

iii. Ability to complete integration and/or adoption by program deadlines.

iv. Willingness to participate in online surveys, complete final narrative reports and support data collection efforts as requested by the DHCC during the contract period.

vi. Discuss which EMR vendors you have researched and are considering for your practice.

4. Budget – please provide the anticipated budget and budget justification of a new EMR or upgrade or enhancement for existing EMR specifications.

5. Appendix A - Application Form

i. All practice site information is completed.

ii. All appropriate check boxes are marked/selected.

   a. Please be sure to select the box identifying your interest in the Delaware Center for Health Innovation (DCHI) Behavioral Health Integration (BHI) Testing Program (See Appendix B). By selecting “yes”, you are authorizing the DHCC to share your information with DCHI to be contacted for their future BHI Testing Program. Please note, selecting “yes” does not guarantee selection into the DCHI BHI Testing Program.

iii. All affiliated providers are listed with all required field information.

iv. Application form must be signed by the Practice Site Lead Officer (e.g. CEO, CFO).

Applications that are incomplete will be rejected, no further review will be conducted, and the submitting entity will be notified of the rejection.

E. Additional 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.
   a. Practitioner must possess credentialing certifications (e.g. Professional license) required for active practice in the State of Delaware.
   b. Must possess all required permits and licenses for operating a legitimate business in Delaware.
2. 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).
3. Provide response to Employing Delawareans Report (Attachment 9)
4. Applicants must retain the number of practitioners funded under the DE B/MH EMR Assistance Program through completion of the awarded contract.

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.

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DELAWARE HEALTH CARE COMMISSION
410 FEDERAL STREET – SUITE 7
MARGARET O’NEILL BUILDING
DOVER, DE 19901
EMAIL: eschalla.clarke@state.de.us
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 in the following order; (1) Letter of Intent, (2) Appendix C – Application Form, (3) Summary of General Evaluation Requirements, (4) Supporting Documentation for Program Eligibility and Minimum Requirements, and Attachments 2, 3, 4, 5, 9, and 10.

The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with four (4) paper copies and one (1) electronic copy on USB (flash drive), CD or DVD media disk.

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 the following RFP period:

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The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES – Contracts and Procurement
ATTN: Kieran Mohammed
1901 N. DuPont Highway – 2nd Floor – Room 257
Main Administrative Building
New Castle, DE 19720

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS-16-037R” 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 January 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.

The Agency will conduct a public opening of proposals and complete a public log 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.

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 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 publicly 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 **November 10, 2016** as specified in the Solicitation Period (see p. 13) for this RFP.

      All questions will be consolidated into a single set of responses and posted on the State’s website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **November 18, 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

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. Business References
Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 6. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. 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.
25. 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 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:
• Ensure contracts are balanced across geographic locations, payer mix and patient populations.

Criteria Weight
All proposals shall be evaluated using the same criteria and scoring process for Category 1 and Category 2. The following criteria shall be used by the Evaluation Team to evaluate proposals:

<table>
<thead>
<tr>
<th>DE BH EMR Assistance Program Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets mandatory RFP provisions</td>
<td></td>
</tr>
<tr>
<td>- Paper copies properly submitted</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>- Appendix A completed in its entirety</td>
<td></td>
</tr>
<tr>
<td>- CD properly submitted</td>
<td></td>
</tr>
<tr>
<td>- Forms properly submitted (e.g. Title Page, Attachments, etc.)</td>
<td></td>
</tr>
<tr>
<td>Response to Project Narrative (see p. 9)</td>
<td>45</td>
</tr>
<tr>
<td>- The practice expresses adequate capacity, need and readiness to accomplish the requirements of this RFP in accordance with the required timeline and allocated budget.</td>
<td></td>
</tr>
<tr>
<td>Response to Attestation</td>
<td>45</td>
</tr>
<tr>
<td>- Practice site satisfactorily responds to the RFP with adequate information, anticipated budget, and participation in administrative components for the project (e.g. surveys)</td>
<td></td>
</tr>
<tr>
<td>Evaluation of anticipated budget of a new EMR or upgrade or enhancement for existing EMR specifications.</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

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 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. Mandatory Contract Use

   REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

   This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

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 four months with one optional extension for a period of up to eight months 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 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. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the awarded 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.

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) 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 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:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES – Contracts and Procurement
ATTN: Kieran Mohammed
1901 N. DuPont Highway – 2nd Floor – Room 257
Main Administrative Building
New Castle, DE 19720

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:

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. Vendor shall in all instances maintain the following insurance during the term of this Agreement:

   i. Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.

   ii. Comprehensive General Liability - $1,000,000.00 per occurrence/$3,000,000 per aggregate.
b. As applicable and determined necessary by the State, the Vendor shall also maintain:

i. Medical/Professional Liability - $1,000,000.00 per occurrence/$3,000,000 per aggregate

ii. Miscellaneous Errors and Omissions - $1,000,000.00 per occurrence/$3,000,000 per aggregate

iii. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate

iv. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than $100,000 each person and $300,000 each accident.

v. Automotive Property Damage (to others) - $25,000

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 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. Dispute Resolution
At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own
costs of mediation, arbitration or litigation, including attorneys’ fees.

**o. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Government Support 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.

**p. Non-discrimination**

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.

q. **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.

r. **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.

s. **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 5, and are subject the approval and acceptance of Government Support Services.

t. **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 5 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 5 must be approved in writing by the State.

u. **Fair Background Check Practices**
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.
v. 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.

w. 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

x. 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.
y. **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.

z. **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.

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

bb. **Assignment Of Antitrust Claims**
As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes
of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State’s or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

cc. 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.

dd. 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.

ee. 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.

ff. 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 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. **Billing** – The successful 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.

10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-16-037R on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

12. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

13. **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 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 2 – Non-Collusion Statement
   - Attachment 3 - Exceptions Form
   - Attachment 4 - Confidential Information
   - Attachment 5 - 2nd Tier Reporting for Subcontracting
   - Attachment 6 – Business References
   - Attachment 9 – Employing Delawareans Report
   - Attachment 10 – Office of Supplier Diversity Application
   - Appendix A – Application Form (Separate document can found at [http://bids.delaware.gov](http://bids.delaware.gov))
   - Appendix B – DCHI Behavioral Health Integration Project Description
   - Appendix C – Resource: *EHR Contracts Untangled Selecting Wisely, Negotiating Terms, And Understanding The Fine Print* (Source: The Office of the National Coordinator for Health Information Technology; Washington D.C.)
[Balance of page is intentionally left blank]
Attachment 2

CONTRACT NO.: HSS-16-037R
CONTRACT TITLE: BEHAVIORAL AND MENTAL HEALTH ELECTRONIC MEDICAL RECORDS ASSISTANCE PROGRAM
DEADLINE TO RESPOND: DECEMBER 9, 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, Department of Health and Social Services Health Care Commission.

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, Department of Health and Social Services Health Care Commission.

COMPANY NAME __________________________________________________________________Check one)
Corporation
Partnership
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 ______________

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

(Please type or print)

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 __________

Notary Public ________________________________ My commission expires __________________

City of ____________________ County of ____________________ State of ______________
Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

<table>
<thead>
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<th>Paragraph # and page #</th>
<th>Exceptions to Specifications, terms or conditions</th>
<th>Proposed Alternative</th>
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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
Attachment 4

Contract No. HSS-16-037R
Contract Title: **BEHAVIORAL AND MENTAL HEALTH ELECTRONIC MEDICAL RECORDS ASSISTANCE PROGRAM**

CONFIDENTIAL INFORMATION FORM

- By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

<table>
<thead>
<tr>
<th>Confidentiality and Proprietary Information</th>
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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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<th>Prime Name:</th>
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<td>Today's Date:</td>
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<td>Contact Phone:</td>
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<th>Vendor TaxID*</th>
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<th>Vendor Contact Phone*</th>
<th>Report Start Date*</th>
<th>Report End Date*</th>
<th>Amount Paid to Subcontractor*</th>
<th>Work Performed by Subcontractor</th>
<th>UNSPSC</th>
<th>M/WBE Certifying Agency</th>
<th>Veteran/Service Disabled Veteran Certifying Agency</th>
<th>2nd tier Supplier Name</th>
<th>2nd tier Supplier Phone Number</th>
<th>2nd tier Supplier email</th>
<th>Description of Work Performed</th>
<th>2nd tier Supplier Tax Id</th>
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**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us
STATE OF DELAWARE
Department of Health and Social Services – Delaware Health Care Commission

Attachment 6

Contract No. HSS-16-037R
Contract Title: BEHAVIORAL AND MENTAL HEALTH ELECTRONIC MEDICAL RECORDS ASSISTANCE PROGRAM

BUSINESS REFERENCES

List a minimum of three business references, including the following information:
- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed
Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**
   **Business Name:**
   **Address:**
   **Email:**
   **Phone # / Fax #:**
   **Current Vendor (YES or NO):**
   **Years Associated & Type of Work Performed:**

2. **Contact Name & Title:**
   **Business Name:**
   **Address:**
   **Email:**
   **Phone # / Fax #:**
   **Current Vendor (YES or NO):**
   **Years Associated & Type of Work Performed:**

3. **Contact Name & Title:**
   **Business Name:**
   **Address:**
   **Email:**
   **Phone # / Fax #:**
   **Current Vendor (YES or NO):**
   **Years Associated & Type of Work Performed:**

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**
STATE OF DELAWARE
Department of Health and Social Services – Delaware Health Care Commission

Attachment 9

Contract No: HSS-16-037R
Contract Title: BEHAVIORAL AND MENTAL HEALTH ELECTRONIC MEDICAL RECORDS ASSISTANCE PROGRAM

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

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.
APPENDIX A
APPLICATION FORM

Note- Appendix A is a separate document found at http://bids.delaware.gov
DCHI Behavioral Health Integration Project Description

Delaware has a vision to see all Delawareans receive convenient, effective, well-coordinated care throughout the health care system. Therefore, a partnership was forged between the Delaware Health Care Commission and Delaware Center for Health Innovation (DCHI).

DCHI plans to offer future funding to support Behavioral Health Integration (BHI) Testing Project for select provider sites. This initiative requires competitive pursuit of the Behavioral Health Integration Testing Program through (DCHI). Additional information regarding this project will be posted in the DCHI website. **A check box to denote applicant(s) interest is included in the Appendix A – Application Form.**

Overview of the DCHI BHI Testing Program and models of integration:

- An essential component of care coordination is behavioral health integration with primary care. Achieving this integration is supported by enablers like EMRs that facilitate appropriate information flow between behavioral health providers (BHPs) and primary care practitioners (PCPs). While EMRs are widely used in primary care settings, a relatively small number of BHPs utilize EMRs, and even fewer are integrated with PCPs.

- Providers participating in the State of Delaware’s RFP# HSS-16-037R may indicate their interest in participating in the BHI testing program, administered by DCHI, by selecting “yes” on the Appendix A-Application Form. Marking “yes” on the application form does not guarantee your participation in the BHI testing program. However, it provides permission to the DHCC to share applicant(s) contact information for consideration. DCHI will contact interested practices directly.

As part of the BHI testing program, BHPs will be paired with PCPs to test one of three models: Referral with co-management, Co-location with separate billing, or Employed/contracted BH staff:

- **Model 1 - Referral with co-management:** PCPs will establish referral based relationships with partner BHPs and develop a co-management agreement with clear roles and responsibilities for referrals. Practices will share information on patients in a timely fashion and work to integrate their EMRs. Billing will remain separate for the two practices.

- **Model 2 - Co-location with separate billing:** BHPs are co-located in the primary care office on a part-time basis. Providers will develop a co-management agreement and are encouraged to have integrated scheduling functions. Providers should establish through the co-management agreement shared responsibilities for the management of patient panels. Practices will share information on patients in a timely fashion and work to integrate their EMRs. Billing will remain separate for the two practices.

- **Model 3 - Employed/contracted BH staff:** PCPs employ or contract BHPs to support integration. Providers will establish guidelines on the roles and responsibilities of the BHP (e.g., screening, assessment, treatment, and therapy) in the practice. The practice will seamlessly communicate patient information (e.g., medications, diagnoses, treatment) using the practice’s EMR. The practice is responsible for all scheduling and billing.

If a winning bidder has received an award under RFP HSS-16-037R and has expressed an interest in participating in the **DCHI’s BHI Testing Program**, as described above, your contact information will be shared with DCHI for consideration in this future program. **Please note: the BHI Testing program is not a program of the State of Delaware or a part of this RFP program.**