

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
ASSET VERIFICATION SYSTEM
ISSUED BY DELAWARE HEALTH AND SOCIAL SERVICES (DHSS)/
DIVISION OF MEDICAID AND MEDICAL ASSISTANCE (DMMA)
CONTRACT NUMBER HSS-17-009**

I. Overview

The State of Delaware Department of Health and Social Services (DHSS), Division of Medicaid and Medical Assistance (DMMA), seeks professional services to provide an Asset Verification System (AVS), to identify assets of Medicaid applicants and recipients held at various Financial Institutions (FI's). This request for proposals (RFP) is issued pursuant to 29 Del. C. §§ [6981 and 6982](#).

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

Public Notice	Date: <u>January 3, 2017</u>
Deadline for Questions	Date: <u>January 17, 2017</u>
Response to Questions Posted by:	Date: <u>January 24, 2017</u>
Deadline for Receipt of Proposals (Time)	Date: <u>February 15, 2017</u> at 1:00 PM (Local Time)
Estimated Notification of Award	Date: <u>March 31, 2017</u>

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

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

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

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

The Delaware Division of Medicaid and Medical Assistance (DMMA) operates six offices throughout the state that are responsible for processing applications and redeterminations for Medicaid. Applicants for, and current recipients of, Medicaid must authorize DMMA to

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obtain verification from any Financial Institution (FI) whenever the state determines the record is needed in connection with respect to eligibility for medical assistance.

Current FI verification processes are administratively manual. FI verification request forms are mailed or faxed to FIs to verify assets for a sixty (60) month lookback period, as determined by the state. DMMA eligibility staff examines returned verification request forms to determine if the applicant or recipient meets Medicaid asset criteria. In the event that an FI fails to return, or is unable to complete the FI verification request form, the applicant or recipient may be required to provide verification for use in determining eligibility for the Medicaid.

Title VII, Section 7001(d) of P.L. 110-252 (Supplemental Appropriations Act of 2008) added a section 1940, to the Social Security Act. Section 1940 of the Act requires all states to utilize an electronic Asset Verification System (AVS) to verify assets of aged, blind, or disabled Medicaid applicants and recipients. The AVS must be able to search for open and closed FI accounts, regardless of the applicant or recipients disclosure of such accounts, for a five-year lookback period. This AVS must be able to search for FI accounts within and outside of the State of Delaware. DMMA seeks an AVS consistent with the approach taken by the Social Security Administration (SSA) in the Supplemental Security Income (SSI) asset verification pilot project and is required to be in compliance with Title VII, section 7001(d) of P.L. 110-252 (Supplemental Appropriations Act of 2008).

The Asset Verification System will be used to verify assets of aged, blind, or disabled Medicaid applicants, non-applicant spouses, and recipients.

1. Aged, blind, or disabled Medicaid population. DMMA's active caseload of aged, blind or disabled Medicaid recipients receiving long-term care services (or – residing in long-term care facilities) is approximately 6,465. DMMA is required to redetermine these Medicaid recipients' eligibility for Medicaid annually.
2. Approximate volume of new applications. In calendar year 2014, there were 2,510 new long-term care applications requiring asset verification. In 2015, the number increased to 2,784 new applications. It is estimated that the number of new applicants requiring asset verification will be approximately 3,000 in calendar year 2016.

See Appendix B - Scope of Work and Technical Requirements (attached separately) for the full scope of work, including state and vendor requirements.

III. Required Information

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

A. Minimum Requirements

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

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

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

B. General Evaluation Requirements

1. Experience
2. Expertise in providing services of a similar nature to the Asset Verification System services that DMMA is seeking
3. Demonstrated ability to meet the requirements of the requirements specified in Appendix B.

IV. 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.

**PLANNING, POLICY AND QUALITY UNIT
DIVISION OF MEDICAID AND MEDICAL ASSISTANCE
ATTENTION: KIMBERLY XAVIER**

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DIVISION OF MEDICAID AND MEDICAL ASSISTANCE (DMMA)**

**KIMBERLY.XAVIER@STATE.DE.US
1901 NORTH DUPONT HIGHWAY
P.O. BOX 906
NEW CASTLE, DELAWARE 19720-0906**

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.

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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 electronically and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted as six (6) electronic copies on CD or DVD media disk, or USB memory drive. No paper copies are required. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on Enter Deadline for Receipt for Proposals Due Date**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**PLANNING, POLICY AND QUALITY UNIT
DIVISION OF MEDICAID AND MEDICAL ASSISTANCE
ATTENTION: KIMBERLY XAVIER
1901 NORTH DUPONT HIGHWAY
P.O. BOX 906
NEW CASTLE, DELAWARE 19720-0906**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. ENTER CONTRACT NUMBER” 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.

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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 **September 30, 2017**. 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.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals.

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.

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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.

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12. Price Not Confidential

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

13. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not**

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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 **enter date questions are due**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **enter date responses will be posted**. 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.

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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.

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21. Revisions to the RFP

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

22. Exceptions to the RFP

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

23. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

24. Cooperatives

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

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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 DMMA 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.

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- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
 - (N/A)

Criteria Weight

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

Criteria	Weight
Corporate Experience	15
The qualifications and experience of the persons to be assigned to the project	15
Project management methodology and approach	10
Compliance with requirements specified in Appendix B (Technical; FI Network; System, Security and Data Standards; State Policies and Standards, Performance Measures; Reports, and Help Desk Services, Support and Maintenance)	30
Cost	20
References	10
Total	100%

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.

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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. Contract Use by Other Agencies

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

2. Cooperative Use of Award

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

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for three (3) years with two (2) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the

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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. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

4. Collusion or Fraud

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

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

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

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of

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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.

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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

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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:

**PLANNING, POLICY AND QUALITY UNIT
DIVISION OF MEDICAID AND MEDICAL ASSISTANCE
ATTENTION: KIMBERLY XAVIER
KIMBERLY.XAVIER@STATE.DE.US
1901 NORTH DUPONT HIGHWAY
P.O. BOX 906
NEW CASTLE, DELAWARE 19720-0906**

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.

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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.

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3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

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

d	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

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

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

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.

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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

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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 Delaware Health and Social Services, Division of Medicaid and Medical Assistance.

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.

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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 6, and are subject the approval and acceptance of Delaware Health and Social Services, Division of Medicaid and Medical Assistance.

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 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

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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](#).

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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

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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

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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. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number ENTER CONTRACT NUMBER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
10. **Billing** – The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
11. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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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 a 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 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Cost Proposal Worksheet
- Appendix D – Website Links

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DIVISION OF MEDICAID AND MEDICAL ASSISTANCE (DMMA)

IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to enter agency contact. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

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

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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**Attachment 1
NO PROPOSAL REPLY FORM**

Contract No. HSS-17-009

Contract Title: Medicaid Asset Verification
System

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

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

- _____ 1. We do not wish to participate in the proposal process.

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

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

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

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

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

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

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

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Attachment 2

CONTRACT NO.: HSS-17-009
CONTRACT TITLE: Medicaid Asset Verification System
DEADLINE TO RESPOND: 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, Delaware Health and Social Services, Division of Medicaid and Medical Assistance.

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, Delaware Health and Social Services, Division of Medicaid and Medical Assistance..

COMPANY NAME _____ Check one)

Table with 2 columns: Selection box, Entity Type (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 NUMBER _____

Table for Certification type(s) with columns: Certification type(s), Circle all that apply (Yes/No)

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. HSS-17-009

Contract Title: Medicaid Asset Verification System

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.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-17-009	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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

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Attachment 9

Contract No. HSS-17-009
Contract Title: Medicaid Asset Verification System

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.

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Attachment 10

State of Delaware

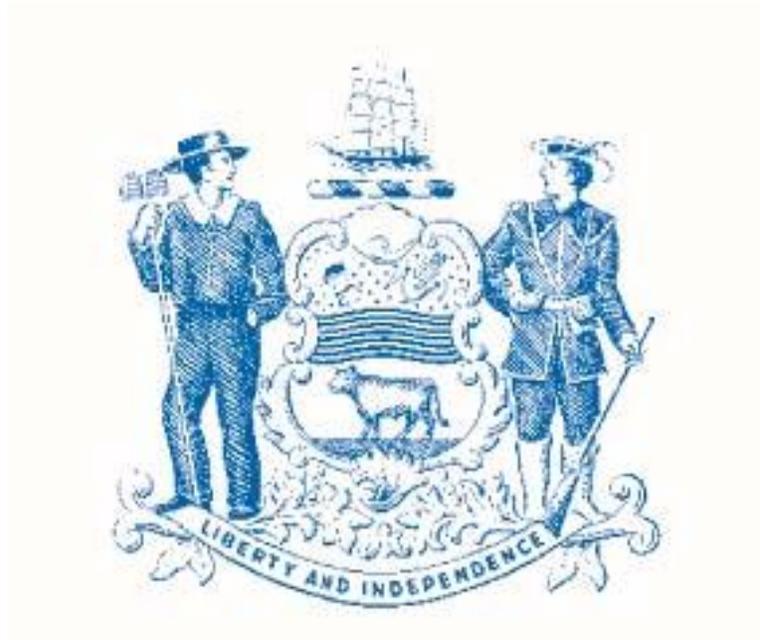
**Office of Supplier Diversity
Certification Application**

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

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

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**APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

Vendors shall provide proposal packages in the following formats:

1. Enter number of copies (i.e. Six (6)) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Enter number of copies (i.e. One (1)) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a

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separate file from all other files on the electronic copy. (If Agency has requested multiple
electronic copies, each electronic copy must be on a separate computer disk or media).



APPENDIX B

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. Contractor Requirements and Responsibilities

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

A. Experience

The Contractor shall provide the following information regarding the organization's experience within its proposal:

- A.1 The company's background and history including:
 - Date established
 - Ownership (public company, partnership, subsidiary, etc.). Describe the Contractor's organizational structure in relation to any parent, subsidiary or related organization
 - Number of employees and resources
 - Service offerings
- A.2 Provide a brief description of all contracts and projects involving similar services that have been provided by the Contractor.
- A.3 If the Contractor proposes to use subcontractors, describe your experience managing subcontractors.
- A.4 Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. You may not use any Delaware DMMA personnel as a reference.

B. Staffing

- B.1. The Contractor must provide a detailed breakdown of all personnel that will be working on this project, including names, titles, and responsibilities on this project. Resumes must also be provided for each individual as an Attachment to this proposal. The resumes shall include name, education, years of experience, and employment history, particularly as it relates to the scope of services specified herein.

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- B.2. The Contractor shall provide a Project Manager dedicated to this project from project initiation to AVS implementation.
- The Project Manager has authority to make the day-to-day project decisions from the Contractor firm perspective, shall coordinate activities and allocate contractor resources.
 - The Project Manager shall serve as a point of contact for the State Project Manager for all activities related to the AVS implementation
- B.3. The Project Manager must meet the follow minimum qualifications:
- A minimum of four (4) years of project management experience, within the last ten (10) years, in government or the private sector
 - A minimum of three (3) years of experience with systems development and implementation
 - Completed at least one (1) project within the past three (3) years that involved designing business processes and procedures, as well as developing new systems to support the new business processes
 - Completed at least one (1) project within the past three (3) years that involved communication and coordinating of activities with external stakeholders
 - If the Contractor proposes to use subcontractors, the project manager must have experience managing subcontractor staff
- B.4. The Contractor must provide written notice of a proposed transfer or replacement of the Contractor's Project Manager at least thirty (30) calendar days in advance, and provide the name, qualifications, and background check (if required) of the person who will replace the diverted or removed staff.
- DMMA will notify the Contractor within ten (10) business days of the Contractor's notification whether the proposed replacement is approved.
- B.5. Include the percentage of time the Project Manager and each project personnel will devote to this project on a monthly basis.
- B.6. Provide an organizational chart of the staff who will provide services under this RFP
- B.7. If staff will be located at remote locations, the Contractor must include specific information on plans to accommodate the exchange of information and transfer of technical and procedural knowledge. The State encourages alternate methods of communication other than in person meetings, such as transmission of documents via email and teleconferencing, as appropriate.
- B.8. The State reserves the right to require the removal of any member of the Contractor's staff from the project. In the event that the Contractor's staff person is removed from the Project, the Contractor will have ten (10) days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to DMMA's approval.
- B.9. Contractor staff will be required to fill out DTI's Acceptable Use Policy, Biggs Data Center User Authorization Form, and the Biggs Data Center Non-Disclosure Agreement for necessary authorizations before starting work. Contractor staff working at a secured State site will be issued a security access card by DHSS as per the State Standard.

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B.10. Account Manager Requirement

Once the AVS is implemented, the Contractor will provide an Account Manager that will serve as the primary point of contact for DMMA during the Warranty and Maintenance period. The Account Manager must meet with DMMA at a minimum on a monthly basis and must maintain issues tracking documents that will be reviewed at the meeting. The Contractor's Account Manager will respond to a DMMA inquiry within one business day.

B.11. Project Help Desk Staff Requirement

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

The Contractor help desk technology representatives shall:

1. Answer questions regarding access to the AVS';
2. Receive and respond to error reports; and
3. Initiate corrective action when problems are identified

The Contractor's Help Desk shall notify DMMA within one hour on a business day when the Contractor identifies a problem(s) that will interrupt or delay online inquiries. The Contractor shall notify DMMA via e-mail and telephone.

The Contractor shall use reasonable efforts to correct the problem(s) within two (2) hours of discovery.

The Contractor shall ensure that it collects, maintains and makes available to the State the following information: 1) nature of the problem; 2) current status of the problem; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Problem resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) The individual that identified the issue/problem.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or problems by collecting the following information: 1) mean time between reported problem with the Software; 2) diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.

C. Project Management

C.1. The Contractor must be the prime contractor responsible for complying with all of the requirements of this RFP.

C.2. The Contractor must submit a preliminary project plan as part of its proposal, which includes, but is not limited to, the following:

- Project schedule including tasks, activities, activity duration, deliverables, sequencing, and dependencies
- Completion date of each task and deliverable;
- Project milestones

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- Task conflicts and/or interdependencies
 - Estimated time frame for each project activity
 - Entrance and exit criteria for specific project milestones
 - Project organization including a resource plan, which defines the roles and the responsibilities for the awarded Contractor, subcontractors (if applicable) and State.
 - Overall estimated time frame from project start to completion for both Contractor and State activities, including strategies to avoid schedule slippage
- C.3. The Contractor must provide a finalized detailed project plan within ten (10) business days after contract award date. The Contractor must update the project plan bi-weekly to accurately reflect project timelines and tasks. This project plan must include all deliverables and project activities, and clearly identifying the resources necessary to implement a fully functioning AVS.
- C.4. The Contractor shall provide a Project Management Plan (PMP) within fifteen (15) business days after contract award date. As part of the PMP, the Contractor shall describe its project management methodology and processes. The PMP shall include the following sub plans (or provide these as separate plans):
- A comprehensive Communication Plan that includes, but not be limited to: a plan for generation, documentation, storage, transmission and disposal of all project information and the Contractor's approach for handling communications with both internal and external stakeholders.
 - A Risk Management Plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively
 - A Quality Assurance Plan including, but not limited to, the methodology for maintaining quality of the code, workmanship, project schedules and subcontractor(s) activities.
 - A Change Management Plan and Control Procedures that will be used by the Contractor and the State in the design, specification, construction, implementation and support of the system.
 - A Test Plan that outlines all the test activities, including those involving Integration, System, Web Services, and User Acceptance Testing
 - A Training Plan that describes the Contractor's training approach, modalities, materials, curriculum, logistics and schedule.
- C.5. The Contractor shall submit the agenda and materials to be presented at the Project Kick-Off Meeting within eight (8) business days following contract execution.
- C.6. Within ten (10) business days following contract execution, the Contractor shall organize and lead a kick-off meeting in person at DMMA in New Castle, DE. Items to be covered in the kick off meeting will include, but not be limited to:
- Introduction of Contractor project team and State team;
 - Deliverable review process;
 - Determining format, protocol and schedule for project status meetings;
 - Determining format for project status reports;
 - Defining lines of communication and reporting relationships;
 - Reviewing the project plan, schedule, and activities

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- Pinpointing high-risk or problem areas; and
- The issue resolution process.

C.7. The Contractor shall schedule and lead weekly project status meetings with DMMA. These meetings shall follow an agenda mutually developed by the Contractor and the State. The Contractor shall prepare materials or briefings for these meetings as requested by the State. Meeting minutes will be recorded by the Contractor and distributed within three (3) business days after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document.

The meeting agenda may include, but not be limited to:

- Updates on Contractor project activities and project status
- Review of project schedule, any deviations and schedule corrections
- Project risks and issues, including resolutions
- Quality Assurance status
- New action items
- Outstanding action items, including resolutions

C.8. The Contractor shall provide written weekly project status reports delivered to DMMA by the third (3rd) business day following the end of each week. The format must be approved by the State prior to issuance of the first weekly project status report. The status reports must include, but not be limited to the following:

- Updates on Contractor project activities and project status
- Review of project schedule, any deviations and schedule corrections
- Project risks and issues, including resolutions
- Quality Assurance status
- New action items
- Outstanding action items, including resolutions

C.9. For each project written deliverable, the Contractor will first deliver for State approval a template with an outline and sample contents. The actual deliverable shall follow the approved template.

C.10. It will be the Contractor's responsibility to provide complete and accurate backup documentation as required for all project deliverables.

D. Technical Requirements

D.1. The Contractor shall maintain and operate an AVS that complies with the requirements of:

- Public Law 110-252, Section 7001(d), Asset Verification Through Access To Information Held By Financial Institutions; and
- The Gramm-Leach-Bliley Act, Pub.L. 106-102, 113 Stat. 1338 (November 12, 1999), and the regulations promulgated there under.

D.2. The AVS shall be a secure web-based, Contractor-hosted solution that utilizes Internet/Cloud based applications.

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- D.3. The AVS must send inquiries electronically and securely via the web from the AVS to the Financial Institution (FI) with results received by the AVS securely via encryption or other approved method using established industry standards. The system cannot be based on mailing or faxing paper-based requests.
- D.4. The AVS must allow individual inquiries by State of Delaware, Division of Medicaid and Medical Assistance staff without any limitation on query volume or frequency.
- D.5. The AVS shall be able to use personally identifiable information such as Social Security Number (SSN) to verify the Financial Institutions accounts.
- D.6. The AVS must provide documentary evidence that the search was conducted even if no assets are found.
- D.7. The AVS shall request information concerning both open and closed accounts going back for a period up to five (5) years to determine if the applicant/recipient's and non-applicant spouse's name appeared on any account as a single or joint owner during the look-back period.
- D.8. When DMMA staff query the AVS regarding the assets of a Medicaid applicant, non-applicant spouse, or recipient, the AVS must respond by providing a detailed list of sources/types of accounts, account numbers, balances from the Financial Institutions. Responses shall include the monthly balances for each financial instrument that belonged to the applicant, non-applicant spouse or recipient at any time during the immediate past sixty (60) months, whether the financial instrument belonged to the applicant, non-applicant spouse, or recipient as a single account holder or as a joint account holder. The responses must indicate the type of account i.e. checking, savings.
- D.9. Within twenty-four (24) hours after each search is completed, the AVS must deliver via the internet written confirmation that the search has been completed, a list of the balances of the financial instruments found by the search, or a statement that no financial instruments were found.

The AVS must return actual asset verification results within ten (10) business days from receipt.
- D.10. The AVS shall include, at a minimum, checking, savings, investment accounts, IRAs, treasury notes/US Savings Bonds, certificates of deposit, annuities, trusts and any other assets that may be held or managed by a FI.
- D.11. Delaware is interested in the capability of the AVS to conduct searches and provide the values for life insurance policies and real/personal property. The Contractor must explain whether its solution has this capability and the timeframe within which the Contractor can return verification results for such assets. In addition, the Contractor should propose rates for conducting such searches within its proposal.
- D.12. The AVS shall allow for verification requests to be sent to FIs based on the applicant and recipient's declaration or DMMA eligibility staff's selection of possible banking activity.
- D.13. The AVS shall allow for verification requests to be sent to FI's other than those identified by the applicants, non-applicants' spouse, and recipients based on some logic such as geographic proximity to the applicant's home address, residential history or some other reasonable factors. The AVS must provide an option for DMMA staff to submit and receive a response for specified FI request.
- D.14. The AVS shall provide for cross state matching of assets to include all FI's in the Contractor's FI Network, not just those financial institutions located within the State of Delaware.

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- D.15. The Contractor shall be able to verify the accuracy of the information they are providing to DMMA.
- D.16. The Contractor shall provide DMMA with a testing environment and secure connectivity for testing of AVS services.
- D.17. The Contractor shall provide test input and output data to support initial testing of the AVS and UAT test scripts.
- D.18. The Contractor shall provide DMMA with secure connectivity to the AVS.
- D.19. In its proposal, the Contractor must provide information around scheduled maintenance outages and the impact to transaction processing.
- D.20. FI verifications used to determine and/or redetermine Medicaid eligibility must be available to the state for inspection and produced for administrative purposes to include subpoenas, hearings and supervisory review during the contract period as well as after completion of the contract.
- D.21. The Contractor shall assure seamless coordination between the State, FI's and other systems as necessary.
- D.22. The AVS must be scalable and flexible so it can be adapted as needed in response to program or enrollment changes. The Contractor shall incur and bear all costs related to updates in scalability and/or flexibility of the Contractor's AVS.
- D.23. The Contractor must provide training on how to use the system and customer support to both Delaware DMMA eligibility staff and Financial Institution (FI) staff.
- D.24. The State may choose to exercise an option to amend the contract in the future for the purpose of sending the AVS vendor a batch file for matching purposes.

E. Network of Financial Institutions (FIs)

- E.1. The Contractor shall have an established network of FIs who will participate in the AVS and have arrangements with the FIs. The network shall be geographically diverse and shall include matching with FIs located outside of the State of Delaware.

As part of its proposal, the Contractor shall provide a listing all currently participating FIs and shall indicate the level of access and communication agreed to by each FI.

- E.2. Within twenty (20) business days following contract execution, the Contractor shall identify those FIs in the State of Delaware that are not members of the Contractor's FI Network and devise and implement a campaign to add those FIs to its network.
- E.3. The Contractor shall have an established system for continuously recruiting FIs in the State of Delaware and across the United States to join and expand its network. The Contractor is encouraged to propose innovative and creative strategies to recruit FI.
- E.4. The Contractor shall establish and maintain good working relationship with FIs and professional associations with which it is required to be in contact in the performance of the Contract.
- E.5. The Contractor shall notify DMMA in writing of any Delaware FIs that are removed from the Contractor's FI Network within ten (10) business days of removal.

F. System, Security and Data Protection Requirements

- F.1. The Contractor-hosted solution facility must be secure and redundant.
- F.2. The Contractor shall ensure the highest level of security, based on a recognized industry standard of security.
- F.3. The Contractor shall comply with all CMS, IRS, SSA and State of Delaware privacy and security requirements.
- F.4. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA). The Privacy Rule is located at 45 CFR Part 160, 162, and 164.
- F.5. **Cyber Security Liability**
It shall be the duty of the Contractor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Contractor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Contractor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Contractor.
- F.6. The Contractor shall have their connected system(s) penetration tested by a certified third-party vendor and provide complete results and any mitigation steps required to DMMA bi-yearly.
- F.7. The AVS must meet at a minimum the following standards:
- SAS 70
 - National Institute of Standards and Technology (NIST) guidelines
 - Any other applicable state and federal security requirements
- F.8. The Contractor must utilize reasonable data backup and disaster recovery procedures to prevent loss of information and minimize interruption in the use of the AVS.
- The Contractor must describe its data backup and disaster recovery plans for restoring and maintaining operations during natural or human-induced disasters, or any other occurrence that damages systems or data.
 - The Contractor must provide detailed information regarding its backup and disaster recovery systems, architecture/frameworks, capabilities, governance, and procedures.
 - The Contractor must describe how its backup and disaster recovery plans enable the continuation of critical business processes for the protection and security of the data.
 - The Contractor must describe the frequency of review and update of the data backup and disaster recovery plan.
 - The Contractor must describe the disaster recovery plan testing process and testing frequency.
- F.9. The Contractor must provide regular maintenance to the AVS system, to include security and "bug fixes" in a non-intrusive fashion during normal DMMA business hours.

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- F.10. The Contractor shall maintain all data in keeping with the requirements of the HITECH Act Breach Notification Interim Final Rule (or the Final Rule when issued) and 256-bit encryption must be used for data in transit.
- F.11. The Contractor, its employees, agents, and subcontractors must protect all Medicaid data against theft and misuse at all times: in storage, while in use and in transit.
- F.12. Architecture Requirements - Securing and protecting data is critical to the State. This protection is required for data whether hosted onsite or offsite. As such it is required that the Contractor include in its proposal a proposed architectural diagram(s) in Visio format demonstrating how State data is being secured.
- F.13. 3rd Party Authentication
The contractor must include a list of any 3rd party authentication solutions or protocols that they support.
- F.14. Password Hashing
The contractor must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.
- F.15. Data Encryption
The contractor must describe the solution's ability to encrypt non-public State data in transit and at rest. Include encryption algorithm(s) and the approach to key management.
- F.16. When data breach, unauthorized disclosure, or data misuse is suspected, the Contractor shall notify DMMA as soon as is practical but in no event more than 24 hours after the discovery of the suspected event.
- The Contractor shall contact DMMA by phone and email during business hours
 - After hours contacts shall be determined after contract award
- F.17. Should a data breach occur, the Contractor shall investigate and perform a risk assessment to determine what, if any, information was disclosed, to whom the information was disclosed, and to evaluate the risk of significant harm to the individuals whose information was involved.
- F.18. The Contractor shall give the results of this inquiry, including a list of all affected applicants, non-applicant spouses, and beneficiaries to DMMA as soon as possible but in no event more than five (5) business days after the discovery of the suspected event.
- F.19. The Contractor shall cooperate with follow-up from DMMA as needed.
- F.20. Should a data breach occur, the Contractor shall not take any independent action to notify oversight agencies such as the U.S. Secretary of Health and Human Services or the Delaware Attorney General's office, or the individuals involved.
- Any recipient notification or notification of oversight agencies will be performed directly by DMMA or by the Contractor with the approval of DMMA.
 - Though the Contractor may generate a suggested draft, the language of the recipient letter shall be determined and approved by DMMA.
- F.21. If an applicant/recipient notification is needed, the Contractor shall assume all associated costs whether the notification is provided by DMMA or the Contractor.

G. Requirement to Comply with State Policies and Standards

G.1. All proposed solutions submitted in response to this RFP must be fully compatible with the Department of Health and Social Services’ technical environment. Contractor solutions that are not fully compliant with State standards may be disallowed.

DHSS technical environment and web standards are specified via the web links in Appendix D.

1. MCI Compatibility

MCI, the Master Client Index, is the system that is used for identifying the clients of services provided by DHSS, which includes DMMA. Each Medicaid applicant and recipient is assigned an MCI number that tracks both current services and past services received, and is accessed through a system lookup based upon key demographic information. The use of the MCI number needs to be taken into consideration in the proposed Contractor solution.

2. Information Technology Standards

The application will have at least 3 tiers with the tiers configured and secured as in the sample diagram included in the DHSS Information Technology Environment Standards. Please see State of Delaware Systems Architecture Standard and DHSS Information Technology Environment Standards for more information in Appendix D of this RFP.

G.2. Contractor staff accessing State IT resources must comply with DHSS and DTI policies and standards, and will be required to sign the DHSS Biggs Data Center User Authorization Form and the Biggs Data Center Non-Disclosure Form.

G.3. All components of the proposed solution, including third party software and hardware, are required to adhere to the policies and standards described above, including any links or documents found at the above referenced web sites. Contractors should recognize that any State Security or IT policy may be modified during the term of the contract resulting from this RFP. Any and all exceptions must be addressed in your Proposal. See Appendix D.

H. Performance Measures

DMMA has developed a set of minimum standards, defined below, which the Contractor must meet or exceed, in order to be in good standing.

Performance Standard	Target	Minimum Acceptable	Amount Owed, if Not Compliant	Reporting Frequency
H.1 Contractor shall ensure that its AVS is accessible to DMMA 24 hours per day, seven days per week and will be measured on a monthly basis.	100%	98%	Credit up to \$600 against monthly invoice	Performance Actuals to be submitted with monthly summary report
H.2 Contractor shall provide a minimum of 48 hours written notice in advance of a planned outage, and confirmation of system unavailability within one hour before or after of the system being unavailable.	100%	100%	Credit up to \$600 against monthly invoice	Performance Actuals to be submitted with monthly summary report

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- H.3 Failure to meet the performance standards will result in DMMA assessing liquidated damages. DMMA may waive an assessment of liquidated damages at its discretion. The State Project Manager will give written notice of a failure to meet a performance standard to the Contractor's Account Manager. If DMMA does not assess liquidated damages in a particular instance, DMMA is not precluded from pursuing other assessments or remedies relating to the performance standards and their associated damages.
- H.4 For any performance deficiency, including those related to performance standards and in addition to any other remedies DMMA may have, the Contractor will prepare and submit a corrective action plan for any finding contained in a notice of deficiency. Contractor must submit the corrective action plan to DMMA within ten (10) business days of notification of the deficiency or such longer time as permitted by DMMA.
- H.5 The Contractor's corrective action plan must include, but is not limited to:
- Brief description of the findings;
 - Specific steps the Contractor will take to correct the situation or reasons why it believes corrective action is not necessary;
 - Names and titles of responsible staff persons;
 - Timetable for performance of the corrective action steps;
 - Monitoring that will be performed;
 - Signature of the Contractor's Account Manager or a senior executive
- H.1 The Contractor must implement the corrective action plan within the timeframe agreed to by the parties. DMMA may take further action based on the Contractor's failure to implement a corrective action plan, in the agreed upon manner, including, but not limited to a finding of default.
- H.2 The Contractor will monitor staff members' and subcontractors' levels of performance on an ongoing basis and report any issues or concerns to DMMA at least quarterly.

I. Reports

- I.1. The Contractor must be able to provide and the State be able to generate reports of verification activity including but not limited to:
- I.1.a Weekly summary of requests, responses and amounts identified
 - I.1.b Monthly summary of data collected for each applicant, non-applicant spouse, and recipient from all respondents
 - I.1.c Monthly summary report documenting adherence to the contract Performance Measures
 - I.1.d Weekly status report of requests by institution
 - I.1.e Weekly status report of requests by applicant/recipient
 - I.1.f Weekly response rate analysis report by institution
 - I.1.g Report of period of ineligibility based on asset verification results to include but not limited to:
 - Type of Financial Institution
 - Name of Financial Institution

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- Asset(s) found
 - Estimated value
 - Date account was created/opened
 - Date account was closed
 - Actual verified value
- I.2. The Contractor shall generate ad hoc reports as requested by DMMA and CMS at no additional cost to DMMA. The ad hoc report requests will not exceed ten (10) per year. DMMA and/or CMS will specify the format and data ranges of these reports.
- I.3. The Contractor shall submit each ad hoc report within five (5) business days following its receipt of the subject request, unless given additional processing time by DMMA.
- I.4. The AVS shall have the ability for DMMA staff to pull queries and generate Ad Hoc Reports as requested.
- I.5. The Contractor shall produce all reports in a format approved by DMMA.

J. Warranty, Support and Maintenance Requirements

- J.1. One-Hundred and Eighty (180) Day Warranty Period – The Contractor shall supply 180 calendar days of warranty support after the implementation of the AVS solution. The warranty period provides for issue resolution, bug fixes and system functionality problems with the AVS. This support is included in the firm fixed price.
- J.2. The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities,
- J.3. The Contractor must include a description of additional ongoing support it will provide to DMMA after the warranty period. Support includes licenses, bug fixes, updates, ASP charges (if applicable) and new releases. Costs for such services will need to be shown in the Contractor's Cost Proposal, together with a statement that such services will be available for a minimum of five years after the warranty period. The first year will be mandatory; years two through five will be at the State's option.

K. Contractor Project Deliverables

Project Deliverables		
Deliverable	Due Date	State's Estimated Review Time (Business Days)
Finalized Detailed Project Plan	Within 10 business days after contract award date	10
Project Kick-Off Meeting Agenda and Material	Within 8 business days following contract execution	5
Project Management Plan (PMP) and sub plans: Communication Plan Risk Management Plan Quality Assurance Plan Test Plan Training Plan Change Management Plan	Within 15 business days after contract award date	15
Written Weekly Project Status Report	By the third (3rd) business day following the end of each week	5 days
Completion of Successful AVS Testing	To Be Determined	15
AVS implementation	To Be Determined	15

The contractors may propose a different sequence of deliverables and activities. Schedule C1 of Appendix C (Cost Proposal Worksheet) must reflect this different sequence.

Appendix C

C. Project Cost Forms

C1. Delaware AVS Project Costs by Deliverable & Activities

Project Activity, Deliverable or Milestone	Cost	Holdback	Contractor Payment	State Share	Projected Date	Actual Date Approved
General Requirements:						
Finalized Detailed Project Plan						
Project Kick-Off Meeting Agenda and Material						
Project Management Plan						
Weekly Project Status Reports						
Testing of AVS functionality						
Implementation of AVS						
Ongoing Operations						
Cost To Perform Each New Asset Search of Financial Institutions						
Cost To Perform Each New Search of Life Insurance Policies						
Cost To Perform Each New Search of real/personal property						
Total Project Cost						
Cost During Implementation & Warranty Period (if applicable)						
Total Cost						

Holdback Percent	10.00%
State Share Percent	34.00%

The Total Cost shown in Appendix C must include all costs (except out year costs) that the selected contractor will be paid by DHSS. Project activity, deliverable, and milestone costs will sum to the Total Project Cost, which constitutes the firm fixed price of the contract.

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

The deliverables and activities listed above are those described in the RFP. If a contractor’s proposed solution provides the same functionality as described in the RFP, but organizes this functionality in a different combination of deliverables and activities, the contractor should show its own organization of activities in the above schedule.

Contractors must complete the Projected Date column for each project Activity, Deliverable or Milestone and the dates must correspond to the dates provided in the Microsoft Project plan.

C2. Out year Support and Operational Cost Schedule

Out year support and operational costs are to be listed in the following schedules for each module. Out year support and operational costs will be taken into effect in determining the Appropriateness of Solution Score. Year 1 is defined as the first 12 months after the expiration of the 180-day warranty period.

Support Costs

Support/Operational Activity Description	Year 1	Year 2	Year 3	Year 4	Year 5
Total					

Appendix D Website Links

- Information Technology Publications
<http://www.dhss.delaware.gov/dhss/DMS/itpubs.html>