

STATE OF DELAWARE



DELAWARE HEALTH
AND SOCIAL SERVICES

Division of Management Services
1901 N. DuPont Highway
New Castle, DE 19720

State of Delaware

DELAWARE EMERGENCY MEDICAL REPORTING SYSTEM (DEMRS) AND DELAWARE PATIENT TRACKING (DE-Trac)

(Short title – Emergency Medical Reporting and Patient Tracking System)

Request for Proposal HSS 18 001 For Division of Public Health

December 5, 2017

- *Deadline to Respond –*
February 20, 2018
11:00 AM (Local Time)

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Delaware Health and Social Services, Division of Public Health

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
FOR
DELAWARE EMERGENCY MEDICAL REPORTING SYSTEM (DEMRS) AND DELAWARE
PATIENT TRACKING (DE-Trac)
HSS 18 001**

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I. Overview

The State of Delaware Department of Health and Social Services, Division of Public Health, seeks professional services for Delaware Emergency Medical Reporting System (DEMRS) and Delaware Patient Tracking (De-Trac). 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: December 5, 2017
Deadline for Questions	Date: December 19 2017
Pre-bid Meeting	January 9, 2018 10:00am (Local Time)
Response to Questions Posted by:	Date: January 23, 2018
Deadline for Receipt of Proposals	Date: February 20, 2018 11:00am (Local Time)
Estimated Notification of Award	Date: March 13, 2018
Estimated Project Begin Date:	Date: May 1, 2018

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

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

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

MANDATORY PRE-BID MEETING

A **mandatory** pre-bid meeting has been scheduled for **January 9, 2018 at 10:00am** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720.

This is a mandatory meeting. If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

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II. Scope of Services

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- responding to critical health issues and disasters;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

Delaware currently uses a web-based system with the ability to fill patient care reports (PCR) electronically online and offline. The current system also has the ability for patient tracking. The purpose of this RFP is to identify and purchase a System (Statewide Electronic Patient Care Reporting System) for the State of Delaware and to obtain a web-based EMS data collection and reporting system that will fulfill the published functional and technical system requirements.

- The primary purpose of this project is to centralize and standardize EMS service provider data into a statewide data collection and reporting system, which provides local agency and statewide EMS system evaluation and improvement through reporting and statistical analysis. It is the Office of EMS' goal to integrate and/or interface System data with partner database applications to the greatest extent possible, such as Delaware's Trauma, CARES, and future registries. Such integration and/or linkage of these data will provide:
 - On-going development and evaluation of Delaware's EMS system;
 - Better planning and design of injury prevention programs;
 - Faster and more accurate data sharing with the Delaware Office of Highway Safety to provide dispatch, scene, and transport times;
 - The enhancement of public safety's access to trauma and/or mass casualty data in real time; and
 - Timely outcome information.

B. Project Goals

Emergency Medical Services and Preparedness Section (EMSPS), Office of Emergency Medical Services (OEMS) is interested in purchasing a system for a statewide EMS data collection system (System). The System must be configurable and must meet State specifications contained within this document. The System is required to be available to all EMS providers in the State in accordance with applicable law.

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C. Scope Of Services

- All components listed in this section are mandatory.
1. The System will be comprised of the following core elements:
 - a. A secure web-based application that will allow for analysis of data, including predetermined reports and data mining, but also allow for detailed statistical analysis and querying of data for future or novel areas of interest which would support EMS funding or resource allocation.
 - b. A web-based data collection and management application designed to support both a central site data repository and field stations;
 - c. Translation programs to import EMS run data from various proprietary software programs in use by EMS providers throughout the state;
 - d. A web-based reporting and data mining system;
 - e. A System compliant with the National Emergency Medical Services Information System (NEMESIS) 3.4 (http://www.nemsis.org/media/nemsis_v3/release-3.4.0/DataDictionary/PDFHTML/DEMEMS/index.html) and structured to support data linkages with other databases;
 2. The System needs to be Health Insurance Portability and Accountability Act (HIPAA) compliant and have 24/7 access to the System and customer service support. The System will have the ability to do the following:
 - a. Ability to provide data export to partner database applications such as Delaware's Trauma, CARES, NEMESIS, ESSENCE, PRI, WebEOC.
 - b. Standard web based interface that is logging directly into the web server, as data is entered
 - c. To generate complete, real-time electronic critical care and patient care reports in the field.
 - d. Provide a Quality assurance module
 - e. To create custom reports in different views and multiple relationships for predicting trends and/or assessments.
 - f. Ability to work across multiple hardware platforms and operation systems.
 - g. Collect and analyze data from multiple sources into one System
 - h. Ability to create a patient care report.
 - i. Ability to mark portion of area where patient sustained burns on patient report.
 - j. Mobile application for EMS providers to complete real-time Patient Care Reports (PCRs) in the field and upload when connection is available.
 - k. Ability to have input from monitors into system electronically, i.e. cardiac tracking, vital signs.
 - l. Ability for the receiving facility to see patient coming to facility if the provider puts the information in, along with the ability to batch print the information.
 - m. Ability for PCR system to interface with patient tracking system.
 - n. Mobile application where documents can be uploaded
 - o. Develop specific agency-based quality assurance questions that will be uniformly applied to all patient care reports and that are reviewed using the module.
 - p. Ability to specifically filter patient care reports to develop batches or groups of calls for review by various criteria that must include: Incident date range, EMS shift, User entered, and Patient disposition.
 - q. Assign batches of patient care records to specific individuals for review.
 - r. Track the progress of the chart review by providing the following real time status: not started, in progress, reviewed, requires further review.

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- r. Ability to impose a due date parameter to assigned batches of patient care reports for specific personnel assigned to those batches.
- s. Ability to view the specific patient care record in the quality assurance(QA)/quality improvement (QI) module/program and change the status of that patient care record to closed, billed, reviewed, or requires review) in the QA/QI module/program.
 - 1) Ability to have batches or groups of calls based on the criteria stated above automatically generated based on time parameters set.
- t. Ability to communicate (real-time) between medical personnel working in ambulances and hospitals.
 - 1) Displays incoming patient information, including but not limited to:
condition, assessments, history, procedures, and medications.
- u. Ability to map data and analyze data. (such as cluster mapping)
- v. Ability to interface with Computer Aided Dispatch (CAD) systems (EMS/Fire).
- w. Ability to interface with CARES (Cardiac Arrest Registry to Enhance Survival).
- x. Track patients from first contact, to destination, arrival at destination, and departure.
 - 1) Mobile capability
 - 2) In field data to be sent to receiving facility (i.e. hospital)
 - 3) Integrates with electronic medical records used by first responders
 - 4) Ability to use handheld scanner for scanning of patient triage tags/hospital bands.
- y. Ability for hospitals, long-term care, or other facility to enter bed availability into system.
 - 1) System will allow each hospital to select which bed categories are current within their hospital.
 - 2) Ability for state to have beds identified per state and not per pre-designated categories within the system (i.e. ICU – Cardiovascular, ICU – Medical, etc.) or the ability to change them.
 - 3) Ability to pull report to provide beds in overarching categories for federal use (i.e. ICU, Med/Surge, Peds, NICU, etc.)
- z. Information Sharing capabilities with security rights
 - 1) Ability to send alerts within the System and outside of the System (i.e. email, text)
 - 2) Document storage with security rights set by administrators
 - 3) Real-time instant messaging, invitation only chat rooms with the ability to share documents
- aa. Ability to manage the licensing process for EMS personnel.
- bb. Ability to create validation rules to allow the administrator to determine what mandatory or not mandatory fields are and to customize or create fields.
- cc. Ability to build within the system (layout edition).
- dd. Ability for the administrator to manage the entire system with the ability to set rights within the system, creating user groups.
 - 1) Ability to see locked users, why they were locked (password error or locked out of the system by agency)
- ee. Ability for agencies to manage their agency only, adding users, deleting users, changing profile information.
- ff. System will have a “home page” that allows the administrator (OEMS) the ability to make announcements, insert links and, point of contacts.
- gg. The system will have the ability to accept electronic signatures with “finger” or mouse.

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- hh. Ability to use drop down boxes or narrative fields.
 - ii. The system will have a “Visibility rule”. Where, for example, if there is a choice to indicate the client is pregnant, this field would not be seen for male or a female over the age of 70.
 - jj. The system will allow user to input their profile, demographics, national/state certifications, training documents and emergency contact information.
 - kk. Ability to export information to the billing company, i.e. Sweet Support.
 - ll. Ability to pull everything that is put into the system using report writer for the purpose of auditing, statistics, staff records.
3. Project Deliverables:
- a. The Contractor shall provide an implementation plan for installation, testing, and implementing the System.
 - b. The Contractor shall submit a training plan describing in detail how users will be trained on any application provided by the Contractor on a statewide basis.
Including the following: One-site training, Distance training, Train-the-Trainer, Webinars
 - c. The Contractor will provide a fully functional administration tool (utility and/or documentation) for the System that allows OEMS to manage and maintain the System for the statewide EMS community.
 - d. The Contractor must make available the technical information needed for other programs to be able to “map” their data to the state database (i.e. CSV to XML etc.)
 - e. The Contractor shall make available the service of performing mapping for other programs, at the option of OEMS, priced at the hourly rate provided in the Contractor’s Financial Proposal.
 - f. The Contractor must provide technical support for its data collection, analysis and reporting tool 24 hours a day, 7 days a week, including holidays.
 - g. The Contractor shall furnish reasonable assistance to OEMS in responding to support requests. If electronic access does not prove effective, the Contractor will visit the site to determine the appropriate actions and resolve the problem to the satisfaction of the State of Delaware client within 24 hours. The Contractor will pay for travel, hotel, and per diem expenses unless the problem is determined to have been caused by a third-party application, or third party application update, patch or modification or otherwise no responsibility of the Contractor **or** OEMS agrees in advance to other arrangements.
 - h. For System maintenance, the Contractor will provide technical support for all aspects of the State of Delaware’s system, on-call support 24 hours a day, 7 days a week (Holidays included) for the System based on the priority levels set forth below:
 - 1) Critical Issue – Respond one (1) hour
 - 2) High – Respond six (6) hours
 - 3) Medium – respond twelve (12) hours
 - 4) Low – respond two (2) business days
 - i. Upon satisfactory completion of the System and acceptance of delivery of the System by OEMS, the Contractor shall provide one calendar year of System maintenance at no charge.
 - j. If elected by OEMS, immediately following the one calendar year of System maintenance at no charge, the Contractor shall provide two additional years of System maintenance at a price agreed to in the Contractor’s Financial Proposal and Contract.

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- k. If elected by OEMS, immediately following the first two additional years of System maintenance, the Contractor shall provide an additional two years of System maintenance at a price agreed to in the Contractor's Financial Proposal and Contract.
 - l. System maintenance shall include software support services which, at a minimum, shall include the detection and correction of any software errors and the provision and implementation of all program changes, updates, upgrades, and installation of additional programs provided under the RFP Contract, discovered by OEMS, or otherwise made known to the Contractor. The Contractor agrees to respond to OEMS inquiries regarding the use and functionality of the System as issues are encountered by OEMS.
 - m. As part of System maintenance, the Contractor shall provide all software version upgrades, as well as new functions, of the System software together with such written documentation as may be necessary for use of the software by OEMS. The Contractor shall maintain the System so that it operates in conformity with all descriptions and specifications herein, plus specifications for the performance of all improved or modified versions of the System which Office of EMS (OEMS) owns or are licensed to use.
 - n. If the Contractor proposes updates, changes, modifications, or enhancements which would interfere with OEMS and/or the statewide EMS system level of intended usage or operating environment, the Contractor and OEMS shall work together with mutual best efforts in order to implement and install all revisions so that they function properly at the level of the OEMS intended usage and within the OEMS operating environment.
 - o. The Contractor will provide data import services from New World, Tritech, and all FDA approved medical devices for the purposes of pre-populating Electronic Patient Care Report (ePCR) data elements linked to patient care.
4. Contractor will provide the following:
- a. Organizational chart outlining key personnel assigned to accomplish the work called for in this RFP. The chart must illustrate the lines of authority and designate the individual(s) responsible and accountable for the completion of each RFP component and deliverable.
 - b. Contractor to provide a flow chart of the system, i.e. on a patient report if provider clicks on a cardiac patient then these fields are a requirement.
 - c. Transition of systems:
 - 1) Transfer of records from current system.
 - 2) Outline the cost of transitioning from the current system to system being offered.
 - 3) Provide a time frame and identify any special equipment needed for the transition from the current system to the system being offered.
 - d. Project management:
 - 1) Develop and provide appropriate project management for all contract work that the Contractor is responsible to perform.
 - 2) Coordinate with project manager and staff for the System that will be implemented.
 - 3) Through the implementation of the System, the contractor will meet with the project manager and staff on site at a location to be specified by OEMS at

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least once per month and conference call at least once per week in order to update project status and address ongoing project issues.

- e. Project milestones – the Contractor will submit project plans for implementing the System around the following milestones:
 - 1) Planning – Project plan completed, including all project deliverables described in section 6 below.
 - 2) Staging – System installed and tested in a staging environment including any required modifications to applications or databases and development of import mechanisms for legacy data.
 - 3) Deployment – System deployed to production use, including import of configuration data (i.e. user information, etc.) legacy data (if requested by OEMS), application and database deployment, quality testing of the production system and implementation of maintenance and support programs.
 - 4) Implementation – Rollout to end users, including user and administrator training, product documentation and training materials.
- f. Project documentation – the following are key deliverables and shall be provided to OEMS by the Contractor:
 - 1) Provide to OEMS copies of all System project documentation throughout the project lifecycle. The Contractor shall be responsible for all documentation updates.
 - 2) Documentation will be submitted to OEMS electronically by email to the project manager. All milestone reporting and/or documentation and deliverables shall be submitted via e-mail to the project manager designated by OEMS and any other persons OEMS shall designate.
 - 3) Documentation shall be presented in Microsoft Office documents as appropriate to the document and content (i.e. MS Word, MS Excel, MS Visio, MS PowerPoint, and MS Project).
 - 4) Update all documentation continually as needed throughout the project life cycle.
 - 5) Notify OEMS of updates or changes to project documentation and provide updated documents within one business day of change.
- g. Project plan and deliverables – the Contractor shall provide a Project Management Plan (Project Deliverables) including at minimum the following sub-plans and items:
 - 1) Project Description
 - 2) Project Scope of Work
 - 3) Project Development Strategy
 - 4) Work Breakdown Schedule
 - 5) Project Schedule:
 - a) To be provided in Microsoft Project.
 - b) Outline each key phase with milestones and associated deliverables.
 - c) Outline all Agency assignments required to make the project successful.
 - 6) Project Resources Schedule
 - 7) Communication Plan that includes:
 - a) Outline tools and procedures to identify, assess, and report project issues throughout the life of the project.
 - b) Register of key stakeholders or stakeholder groups with contact information.
 - c) Plan for frequency, mode, and content of communication to Agency staff.
 - d) Format and outline for weekly progress/status reporting.

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- e) Format and outline for weekly progress/status meetings and meeting minutes.
- f) Format and outline for all design review meetings and meeting minutes.
- 8) Configuration Management Plan identifying “historical versioning” and the tools or methods to be used for configuration management control.
- 9) Change Management Plan
- 10) Problem Issue Resolution Plan
- 11) Risk Management Plan which shall, at a minimum, include the following:
 - a) Description of the contractor’s approach to managing risk.
 - b) Outline tools and procedures to identify, assess, mitigate, and report risks throughout the project.
 - c) Provide a risk priority assessment.
- h. Progress Reporting – the Contractor shall drive the following reports and attend scheduled meetings:
 - 1) Weekly project progress status reports must be delivered to the Agency’s project manager no later than 5:00 p.m. EST every Friday through the lifecycle of the project. The status report shall include:
 - a) Current status of project progress relative to the baseline schedule.
 - b) Tasks completed throughout the preceding week.
 - c) Tasks currently not completed.
 - d) Issue log with action items and due dates.
 - e) Updated Risk register with risk rankings and proposed mitigation.
 - 2) Monthly project progress status reports must be delivered to the Agency’s project manager no later than 5:00 p.m. EST on the 15th of each month. If the 15th is not a business day the report shall be delivered the next business day. Monthly reports shall include:
 - a) Current status of project progress relative to the baseline schedule.
 - b) An outline and roll up of the events, issues, and work completed from each week through the preceding month.
 - c) A complete monthly risk assessment clearly identifying any new or updated risk associated with the project.
 - 3) Project Status Meetings – the Contractor shall participate in weekly team status meetings to provide a status of the project and to identify any issues and risk associate with the project. If necessary, the Contractor Project Manager can teleconference into these meetings, but is required to participate in person at a location specified by the Agency location at least once monthly.
 - 4) The Contractor shall provide a System Engineering Management Plan (SEMP) (Project Deliverable) providing top-level technical plan describing the management process necessary to ensure that all components are fully compliant with all agreed upon requirements and standards. The SEMP shall, at a minimum, include the following:
 - a) Detailed scope description
 - b) Contracted software
 - c) Network communication protocol information
 - d) System security and how it relates to engineering activities
- i. Quality Assurance Plan (QAP) (Project deliverable) – the Contractor shall provide a QAP which shall, at a minimum, include the following:
 - 1) Quality assurance methodology
 - 2) Best practices association with implementing a system of the size required by OEMS.

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- 3) Procedures and tools that will be used to ensure delivery of quality products to OEMS.
- 4) Defined roles for OEMS relating to the review of deliverables for quality.
- 5) Sample "Test Plan" documentation that the Contractor has utilized successfully during previous installation.
- 6) Sample "Test Results" documentation that the Contractor has utilized successfully during previous installations.
- j. The Contractor shall provide a Product Deployment Plan and Schedule (Project Deliverable) which describes how the System will be installed, deployed to production and transitioned into an operational system. The plan at a minimum will include the following:
 - 1) Overview of the deployment process with brief description of major tasks involved.
 - 2) Overall resources needed to support the deployment to production (such as personnel, access to facilities, ancillary support, communication channels, etc.)
 - 3) Any site-specific deployment requirements.
 - 4) A time-line for all deployment steps with descriptions and responsible parties
 - 5) A roll back plan for all steps to cancel the deployment at any point in the case of insurmountable issues.
 - 6) A risk register with qualitative risk rankings and mediation plan for all significant risks to a successful deployment.
- k. The Contractor shall provide a Training Plan (TP) (Project Deliverable) that outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new system. This plan at a minimum will include the following:
 - 1) Activities needed to support the development of training materials.
 - 2) Coordination of training and schedules.
 - 3) Reservation of personnel and facilities.
 - 4) Planning for training needs (Include the target audiences and topics on which training must be conducted.)
 - 5) Format of the training program. (Include the list of topics to be covered, materials, time, space requirements, and proposed schedules.)
 - 6) Discuss the Quality Assurance (QA) of training in terms of testing, course completion, feedback, and course modification/enhancement.
- l. The Contractor shall provide and install an operational version of their application software and database to allow OEMS to adequately test and train on the application.
- m. Product documentation – the Contractor shall provide a Maintenance and Operations Manual (Project Deliverable) which at a minimum includes the following:
 - 1) Network/Systems Diagram for all parts of the installed system
 - 2) Technical Specifications for All Software Components
 - 3) Application Interface Specifications
 - 4) Required regular maintenance
 - 5) Project Update (Bug Fix Release) Mechanism and Process
 - 6) Application Software Monitoring (i.e. error logging, severity, escalation, and notification)
 - 7) Format of user manuals
 - a) Six (6) original hard-copy user manuals are required.

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- b) In addition, one electronic format file in MS Word is required on an USB Flash Drive.
- n. The Contactor shall provide a Systems Administrator Guide (Project Deliverable) which shall at minimum, include the following:
 - 1) At a minimum, this document shall include:
 - a) Network/System Diagrams
 - b) Technical and function specifications for software
 - c) Troubleshooting criteria and procedures
 - d) Required regular maintenance procedures
 - e) Restart and recovery procedures
 - f) Application software monitoring and alerting tools
 - g) Interface specifications
 - h) Backup and restore procedures
 - i) Scheduled process and script for batch jobs
 - j) Data extraction/sharing requirements
 - k) Installation procedures
 - l) Resource requirements
 - m) Release notes
 - n) Data Dictionary or Data Model
 - 2) Format of user manuals
 - a) Six (6) original hard-copy user manuals are required.
 - b) In addition, one electronic formatted file in MS Word is required on an USB Flash Drive.
 - 3) It is the responsibility of the Contractor to keep documentation current for the life of the contract.
- o. The Contractor shall provide a Toolset User Guide (Project Deliverable) developed in conjunction with the Agency. This User Guide is provided for the internal agency users as a "How To" manual to guide users in detail through the use of all parts of the application. This document usually contains system screen shots and provide step by step instructions for completing task and activities. It is written on a business level with the needs of the user in mind. At a minimum the document should contain the following content:
 - 1) Contents of User Manual
 - a) Introduction
 - b) Summary of application
 - c) Glossary (Definition/Acronyms)
 - d) Procedures (Step-by-Step instructions on how to use the System)
 - e) Screen shots and diagrams, as necessary
 - f) Troubleshooting tips
 - g) Customizing views
 - h) How to print reports
 - i) How to use help
 - j) Accessibility
 - 2) Format of User Manuals
 - a) Six (6) original hard-copy user manuals are required.
 - b) In addition one electronic formatted file in MS Word is required.
 - 3) It is the responsibility of the Contractor to keep documentation current for the life of the contract.
- p. The Contractor shall provide an Electronic Patient Care Report (ePCR) User Guide (Project Deliverable) developed in conjunction with the Agency. This User Guide is provided for external end users (i.e. EMS personnel) as a "How To"

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manual to guide users in detail through the use of end-user aspects of the application. It is written on a business level with the needs of the user in mind. At a minimum the document should contain the following content:

- 1) Contents of User Manual
 - a) Introduction
 - b) Summary of application
 - c) Glossary (Definitions/Acronyms)
 - d) Procedures (Step-by-Step instructions on how to use the System)
 - e) Screen shots and diagrams, as necessary
 - f) Troubleshooting tips
 - g) Customizing views
 - h) How to print reports
 - i) How to use help
 - j) Accessibility
- 2) Format of User Manuals
 - a) Six (6) original hard-copy user manuals are required.
 - b) In addition one electronic formatted file in MS Word is required.
- 3) It is the responsibility of the Contractor to keep documentation current for the life of the contract.
- 4) The Contractor shall provide on-line documentation and the capability of customized on-line documentation manuals and help screens.
- 5) The Contractor must provide a Training environment that resides concurrently with the production and staging-testing environments for all versions and components of the System that are loaded into the production environment or tested and ready to load into the production environment.
- 6) The Contractor must provide Computer Based Training (CBT) modules or course-ware available for the System. These materials may be based on the standard commercial offering supplied to OEMS as the System.
- 7) The Contractor shall provide materials and assistance as needed to OEMS modify CBT modules or course-ware for the purpose of incorporating training on modified or added features and data fields, or for the purpose of tailoring CBT or course-ware for the training needs of EMS/other agencies.
- q. The Contractor shall provide training to computer operations and technical support personnel. The Contractor shall specify:
 - 1) Who delivers training (The Contractor, 3rd party vendors or consultants)
 - 2) Procedures for delivery of training, in conjunction with the Agency project manager
 - 3) Recommended training for:
 - a) Hardware operations
 - b) System performance monitoring
 - c) Hardware, operating system or application software maintenance procedures specific to the Contractor's requirements, including but not limited to:
 - i. Recovery from system failures (hardware/software)
 - ii. System utilities relating to hardware and software
 - iii. General system "trouble shooting" and diagnostics
 - iv. Support issue reporting and escalation.
- r. The Contractor shall coordinate with OEMS the elements of vendor-supplied training to be conducted on-site at OEMS or at EMS locations in Delaware.
- s. The Contractor shall indicate which elements of vendor-supplied training must be conducted off-site, if necessary, and include a description of the training, the

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location (city, state), number of days per class, and number of people required to attend.

- t. The Contractor shall recommend how much training time will be required for each end- user in the categories of data analysis (i.e. query and report building), internal OEMS users (enter or import data and run standard reports) and end users, i.e. EMS providers.
- u. The Contractor shall indicate how ongoing training is provided to customers. The Contractor shall provide ongoing training as part of the ongoing maintenance contract. (OEMS will provide travel and expenses related to attending such training under most reasonable circumstances.)
- v. The Contractor shall develop and deliver a "Train the Trainer" course for the proposed System.
- w. The Contractor shall provide a Database Schema and System Data Dictionary (DD) for the System. Information provided in this document shall include the following:
 - 1) Names of Data Elements
 - 2) Definition of Data Elements
 - 3) Data Types of Data Elements
 - 4) How to deal with missing or incomplete information
 - 5) The Variables associated with each Data Element
 - 6) What Data Elements are associated (related) to other Data Elements
 - 7) Whether the Data Element is part of the Data Elements to be collected in the National EMS Database (NDB)
 - 8) How the Data Element is related to other National Data Tools such as NHTSA Version 1, NFIRS, and Utstein

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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.

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. Vendor's Proposal shall consist of, but not limited to, and be labeled with the following sections:
 - (a) Transmittal Letter
 - (b) Required Forms
 - (c) Executive Summary
 - (d) Contract Management Plan
 - (e) Contractor Responsibilities/Project Requirements
 - (f) Staff Qualifications and Experience
 - (g) Firm Past Performance and Qualifications
 - (h) Project Cost Information
 - (i) Software and Hardware Information
 - (j) Vendor Stability and Resources
 - (k) Policy Memorandum Number 70

See Appendix C, Section 5, Bidder Instructions, for additional submission information.

4. Complete all appropriate attachments and forms as identified within the RFP.
5. 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 this bid solicitation, Section IV.D, Item 7, subsection f (insurance).

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (for this particular project)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with this type of work and its requirements

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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.

Jillian Austin
Planner III
E-mail Address: Jillian.Austin@state.de.us
Phone #302-223-1350
Fax #302-223-1330

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.

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7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. **Each proposal must be submitted with 2 paper copies and 6 electronic copies on CD or DVD media disk or USB memory stick.**

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on February 20, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Jones
Purchasing Services Administrator
Department of Health and Social Services
Procurement Branch**

STATE OF DELAWARE
Delaware Health and Social Services, Division of Public Health

Main Admin Bldg., Sullivan Street
2nd floor –room #257
1901 N. DuPont Hwy
Herman Holloway Campus
New Castle, DE 19720
(302) 255-9291

Vendors are directed to clearly **print “BID ENCLOSED” and the RFP number “HSS 18 001”** on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent either certified or registered mail. Proposal must be received at the above address no later **than 11:00 AM (Local Time) on February 20, 2018.**

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

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through April 30, 2019. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the RFP number, 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.

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7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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

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

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

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

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

13. Multi-Vendor Solutions (Joint Ventures)

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

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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.18 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance. This contract **does not** allow subcontracting assignments.

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. This contract **does not** allow subcontracting assignments.

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.

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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 December 19, 2017. 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 January 23, 2018. 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 are to be submitted electronically (by email) to the contact person for this RFP, Jill Austin at Jillian.Austin@state.de.us.

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.

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19. Potential Contract Overlap

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

20. Notification of Withdrawal of Proposal

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

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

21. Revisions to the RFP

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

22. Exceptions to the RFP

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

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

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.

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a. **RFP Award Notifications**

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

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

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

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

24. Cooperatives

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

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware and others deemed necessary 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 and others deemed necessary. 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 Director of the Division of Public Health, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § [6982\(b\)](#), 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.

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

The Team reserves the right to:

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

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
Qualifications of vendor a) Does the vendor provide administrative oversight? b) Past experience in successfully operating quality programs of a similar type and with similar population. c) Quality Assurance Program details d) Available resources e) Proposal includes Organizational chart, Flow chart, Project Milestones/Schedule, and Training Plan.	20
Methodology Proposed a) Services proposed fit needs as expressed in the RFP. 1) Has the vendor shown the ability for the patient care reporting system to integrate with patient tracking? 2) Does the vendor show the ability to create patient care reports in real time in the field with or without internet? 3) Does the vendor show the ability for administration to run, create, and customize reports at the administrative level with minimal vendor support? b) Proposed activities follow a logical sequence. c) Adequacy of work plan & timeline schedules. d) Builds on existing work of the Division's planning efforts.	45

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Criteria	Weight
Responses to Scope of Services, Section II	20
Evaluation of the proposed costs as they relate to the proposed service delivery. (Including ACA Safe Harbor Additional Fees)	15
Total	100%
Bidders must circle Yes or No to the following questions and include the answers in their response.	
1) Does the bidder have a Supplier Diversity plan currently in place?	Yes/No
2) Does the bidder have any diverse sub- contractors as outlined in Attachment 8 Tier II Sub-contractors?	Yes/No
3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.	Yes/No
Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.	

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

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

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If the vendor(s) are invited to make oral presentations, the evaluation team members will base their final scores on both the written proposal and the oral presentation.

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 Department Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of the Division of Public Health and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for one (1) years with six (6) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

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- 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.

5. 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.

6. Lobbying and Gratuities

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

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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.

7. 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.

8. General Contract Terms

a. Independent Contractors

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

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

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege,

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argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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

c. ACA Safe Harbor

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

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

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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:

Jillian Austin
Planner III
E-mail Address: Jillian.Austin@state.de.us
Phone #302-223-1350
Fax #302-223-1330

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.

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.

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

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

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Comprehensive General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the type of Service or Product being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability

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\$1,000,000 per occurrence/\$3,000,000 aggregate

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

There is no Bid Bond requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

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.

I. 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%).

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m. Liquidated Damages

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 Delaware Health and Social Services (DHSS), 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, DHSS 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 DHSS and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of DHSS, to the Delaware Health and Social Services Secretary, for final and binding arbitration. DHSS reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

o. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Division of Public Health.

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.

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

2. Termination for Convenience:

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

3. Termination for Non-Appropriations:

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

p. Non-discrimination

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

q. Covenant against Contingent Fees

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

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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 to the approval and acceptance of the Division of Public Health.

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.

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

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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. Work Product

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

x. Contract Documents

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

y. Applicable Law

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

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

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

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5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

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

z. Severability

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

aa. 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.

bb. 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.

cc. 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.

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dd. Audit Access to Records

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

ee. 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. Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their

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proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

- 10. Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the Request for Proposals number HSS 18 001 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 11. Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 12. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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

2. Definitions of Requirements

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

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by at least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

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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 – Office of Supplier Diversity Application
- Attachment 10 – Bidder's Signature Form
- Attachment 11 – Statements of Compliance
- Attachment 12 – Certification Sheet
- Appendix A – Minimum Response Requirements
- Appendix B – Sample Contract Boilerplate
- Appendix C – Scope of Work / Technical Requirements
 - Enclosure 1 – General Terms and Conditions
 - Enclosure 2 – Website Links
 - Enclosure 3 – Key Position Resumes
 - Enclosure 4 – Project Cost Forms
 - Enclosure 5 – Mandatory Submission Requirement Checklist
 - Enclosure 6 – Crosswalk of Appendix C Section 4
 - Enclosure 7 – Bidder Project Experience
 - Enclosure 8 – Deliverable Acceptance Request (DAR)
 - Enclosure 9 – Bidder Contact Information
 - Enclosure 10 – Criminal Background Check Instructions
 - Enclosure 11 – Cyber Responsibilities, Liability and Insurance
 - Enclosure 12 - State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 10, 11, 12, and Enclosures 3, 4, 5, 6, 7, and 9 must be included in your proposal**
- 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 completed in Excel format, using the template provided, and sent as an attachment to Jillian Austin at Jillian.Austin@state.de.us. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.) and 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. Reports are required monthly, including those with "no spend". 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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Delaware Health and Social Services, Division of Public Health

Attachment 1

NO PROPOSAL REPLY FORM

Request for Proposal No. HSS 18 001

Request for Proposal Title: Delaware Emergency Medical Reporting System (DEMRS) and Delaware Patient Tracking (De-Trac)

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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Delaware Health and Social Services, Division of Public Health

Attachment 2

REQUEST FOR PROPOSAL NO.: HSS 18 001
REQUEST FOR PROPOSAL TITLE: Delaware Emergency Medical Reporting System (DEMRS) and Delaware Patient Tracking (De-Trac)

DEADLINE TO RESPOND: February 20, 2018 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 Public Health

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 Public Health.

COMPANY NAME _____ Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE _____ (Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
LICENSE NUMBER _____

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Delaware Health and Social Services, Division of Public Health

Attachment 3

Request for Proposal No. HSS 18 001

Request for Proposal Title: Delaware Emergency Medical Reporting System (DEMRS) and Delaware Patient Tracking (De-Trac)

EXCEPTION FORM

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

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

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 4

Request for Proposal No. HSS 18 001

Request for Proposal Title: Delaware Emergency Medical Reporting System (DEMRS) and Delaware Patient Tracking (De-Trac)

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 5

Request for Proposal No. HSS 18 001

Request for Proposal Title: Delaware Emergency Medical Reporting System (DEMRS) and Delaware Patient Tracking (De-Trac)

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. REQUEST FOR PROPOSAL NO. HSS 18 001	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 7

STATE OF DELAWARE MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title

See Below for Transaction Detail

E-mail report to **vendorusage@state.de.us** no later than the 15th of each month for prior calendar month usage.

Check here if there were no transactions for the reporting period

Supplier Name: _____
Contact Name: _____
Contact Phone: _____

State Contract Item Sales \$
Non-State Contract Item Sales \$
Total Sales \$

Report Start Date: _____
Report End Date: _____
Today's Date: _____

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to Jillian.Austin@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

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Attachment 9

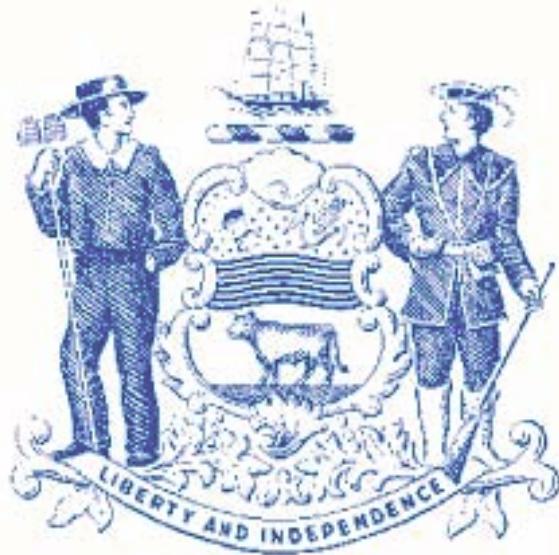
**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

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

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

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Attachment 10



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

BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TYPE IN NAME OF AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, & ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

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Attachment 11



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

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Attachment 12



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

CERTIFICATION SHEET

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.

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- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate _____ an individual; _____ a Partnership _____ a non-profit (501 C-3) organization; _____ a not-for-profit organization; or _____ for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____ are; _____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

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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 OSD application (See link on Attachment 9) – only provide if applicable
10. One (1) complete, signed Bidders Signature Form. (See Attachment 10)
11. One (1) complete, signed Statements of Compliance Form (See Attachment 11)
12. One (1) complete, signed Certification Sheet (See Attachment 12)
13. Responses to Supplier Diversity and Inclusion plan questions located in Evaluation Criteria section of this RFP (Section IV.C.2.).
14. One (1) complete, Key Position Resumes Form. (See Enclosure 3).
15. One (1) complete, Project Cost Forms. (See Enclosure 4).

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16. One (1) complete, signed Mandatory Submission Requirement Checklist. (See Enclosure 5).
17. One (1) complete, Crosswalk of Appendix C, Section 4. (See Enclosure 6).
18. One (1) complete, Bidder Project Experience Form. (See Enclosure 7).
19. One (1) complete, Bidder Contact Information Form. (See Enclosure 9).

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. Two (2) 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. Six (6) electronic copies of the vendor proposal saved to CD or DVD media disk, or USB memory stick. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

[balance of page is intentionally left blank]

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APPENDIX B

SAMPLE CONTRACT BOILERPLATE

**PROFESSIONAL SERVICES AGREEMENT
For
[ENTER CONTRACT NAME]
Contract No. [Enter Contract Number]**

This Professional Services Agreement (“Agreement”) is entered into as of [REDACTED], 20[REDACTED] (Effective Date) and will end on [REDACTED], 20[REDACTED], by and between the State of Delaware, Department of [REDACTED], Division of [REDACTED], (“Delaware”), and [REDACTED], (the “Vendor”), with offices at [REDACTED].

WHEREAS, Delaware desires to obtain certain services to [REDACTED]; and [REDACTED].

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware’s request for proposals, attached hereto as Appendix [REDACTED]; and (c) Vendor’s response to the request for proposals, attached hereto as Exhibit [REDACTED]. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its

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performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1. The term of the initial contract shall be from _____, 20____ through
_____, 20_____.

2.2. Delaware will pay Vendor for the performance of services described in Appendix ____, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix ____.

2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix ____, Statement of Work will not exceed the fixed fee amount of \$_____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.

2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. 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.

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

2.6. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.

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- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.10. Invoices shall be submitted to:

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance

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with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

3.4. Vendor shall appoint a Project Manager who will manage the performance of services.

All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project Involvement	Team	Title	% of Project

3.5. Designation of persons for each position is subject to review and approval by Delaware.

Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.

3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1. A project schedule is included in Appendix A.

4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.

4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by

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Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
 - a. Copies of reports, surveys, records, and other pertinent documents;
 - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.
- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

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6. Work Product.

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 Del. C. § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

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8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1. 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) directly arising out of:

- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
- b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
 - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:

- b. Delaware's misuse or modification of the Deliverable;
- c. Delaware's failure to use corrections or enhancements made available by Vendor;
- d. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
- e. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- f. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,

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- iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.
- 11.3. Vendor shall be responsible for providing liability insurance for its personnel.
- 11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

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12. Dispute Resolution.

- 12.1. 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.
- 12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

- 13.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.
- 13.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

14. Termination.

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- 14.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:
 - a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:
 - a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with Delaware prior to termination.
- 14.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:
 - a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
 - b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
 - c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.
- 14.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.
- 14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 14.6. Gratuities.
 - a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
 - b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

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- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

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

16. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this 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.

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- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.

20. Complete Agreement.

- 20.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 20.2. If the scope of any provision of this Agreement is 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 20.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

21. Miscellaneous Provisions.

- 21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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- 21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract 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.
- 21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

- 22.1. Vendor shall maintain the following insurance during the term of this Agreement:
 - a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
- 22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:
 - a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate

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- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
 - d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
 - e. Automotive Property Damage (to others) - \$25,000
- 22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- 22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:
- [ENTER AGENCY NAME]**
[ENTER AGENCY ADDRESS]
[ENTER AGENCY CONTACT]
- 22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, 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 particular 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.

24. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

(Agency contact address)

STATE OF DELAWARE
Delaware Health and Social Services, Division of Public Health

VENDOR:

(Vendor contact address)

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

STATE OF DELAWARE
DEPARTMENT OF

Witness

Name

Title

Date

VENDOR

Witness

Name

Date

STATE OF DELAWARE
Delaware Health and Social Services, Division of Public Health

APPENDIX C
SCOPE OF WORK AND TECHNICAL REQUIREMENTS
REQUEST FOR PROPOSAL NO. HSS 18 001

Recommended/PTR Business Case Number: 1705572

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1 Project Overview

1.1 Background and Purpose

Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- responding to critical health issues and disasters;
- promoting the availability of health services;

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

Delaware currently uses a web-based system with the ability to fill patient care reports (PCR) electronically online and offline. The current system also has the ability for patient tracking.

The purpose of this RFP is to identify and purchase a System (Statewide Electronic Patient Care Reporting System) for the State of Delaware and to obtain a web-based EMS data collection and reporting system that will fulfill the published functional and technical system requirements.

- The primary purpose of this project is to centralize and standardize EMS service provider data into a statewide data collection and reporting system, which provides local agency and statewide EMS system evaluation and improvement through reporting and statistical analysis. It is the Office of EMS' goal to integrate and/or interface System data with partner database applications to the greatest extent possible, such as Delaware's Trauma, CARES, and future registries. Such integration and/or linkage of these data will provide:
 - On-going development and evaluation of Delaware's EMS system;
 - Better planning and design of injury prevention programs;

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- Faster and more accurate data sharing with the Delaware Office of Highway Safety to provide dispatch, scene, and transport times;
- The enhancement of public safety's access to trauma and/or mass casualty data in real time; and
- Timely outcome information.

Project Goals

- Emergency Medical Services and Preparedness Section (EMSPS) Office of Emergency Medical Services (OEMS) is interested in purchasing a system for a statewide EMS data collection system (System). The System must be configurable and must meet State specifications contained within this document. The System is required to be available to all EMS providers in the State in accordance with applicable law.
- A more detailed project description is included in the Scope of Services of this Request for Proposal (RFP).

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2 DHSS Program and System Overview

2.1 Delaware Department of Health and Social Services (DHSS)

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

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

2.2 The Division

The Emergency Medical Services and Preparedness Section, Office of Emergency Medical Services mission is to assure a comprehensive, effective and efficient statewide emergency medical care delivery system in order to reduce morbidity and mortality rates for the citizens of Delaware. The OEMS ensure quality of emergency care services, including trauma and prehospital advanced life support capabilities, through the coordination and evaluation of the emergency medical system, within available resources.

2.3 Support/Technical Environment

The three groups responsible for the development and operation of the automated systems that support the Division are described below. These three groups will be responsible for review and approval of all project deliverables, invoices and milestone payments. IRM will serve as the liaison with DTI (see below). The selected contractor will coordinate efforts for this project with the Project Director, other project contractors, State participants, and stakeholders.

2.3.1 Information Resource Management (IRM)

The Project Director will oversee the project budget in coordination with DTI, OMB, and the Division. The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and management of automated systems software, vendors and development projects. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications, Security, and Help Desk support group all who participate in all phases of the project lifecycle as appropriate.

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IRM will appoint a Project Director with broad oversight authority for all project activities. A Technical Manager will be appointed and report to the Project Director for project-related activities. Vendors on this project will report to the Project Director. The Project Director will report to the Director of Information Resource Management and have a dotted line to DTI's Director of Major Projects.

2.3.2 Department of Technology and Information (DTI)

DTI is a separate cabinet level agency responsible for running the majority of other State agencies' computer operations, the wide area data network, and setting and enforcing statewide IT policy and standards. DTI as a separate state agency does not fall under the authority of DHSS. However, the Project Director has a dotted line to DTI's Director of Major Projects and is required to work with DTI groups throughout all phases of the project lifecycle, review project deliverables, and oversee the project budget. DTI is responsible for supplying Wide Area Network (WAN) systems support to DHSS as well as other state agencies. DTI also provides state agencies with technical consultant services.

2.3.3 Division Business Analyst Group

This group serves as the division liaison between IRM and vendor technical staff with program staff. They typically translate business needs into IT requirements and vice versa. This is a critical function that ensures that division business requirements are properly communicated to technical staff and that division program staff understand IT policies and standards as they relate to the project. This group works closely with IRM and vendor staff on all technical aspects of the project to ensure close communication with program staff on all phases of the project life cycle including RFP, business case process, vendor negotiations, deliverable review and signoff, through testing, implementation, and post-implementation support. For this project, a Functional Manager will be appointed. This position will report to the Project Director for project-related activities.

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3 State Responsibilities

The following are State responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, available resources, and system testing and implementation (if applicable). State staff expectations for this initiative beyond what is stated here must be clearly spelled out by the bidder.

3.1 Staffing Roles

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

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

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

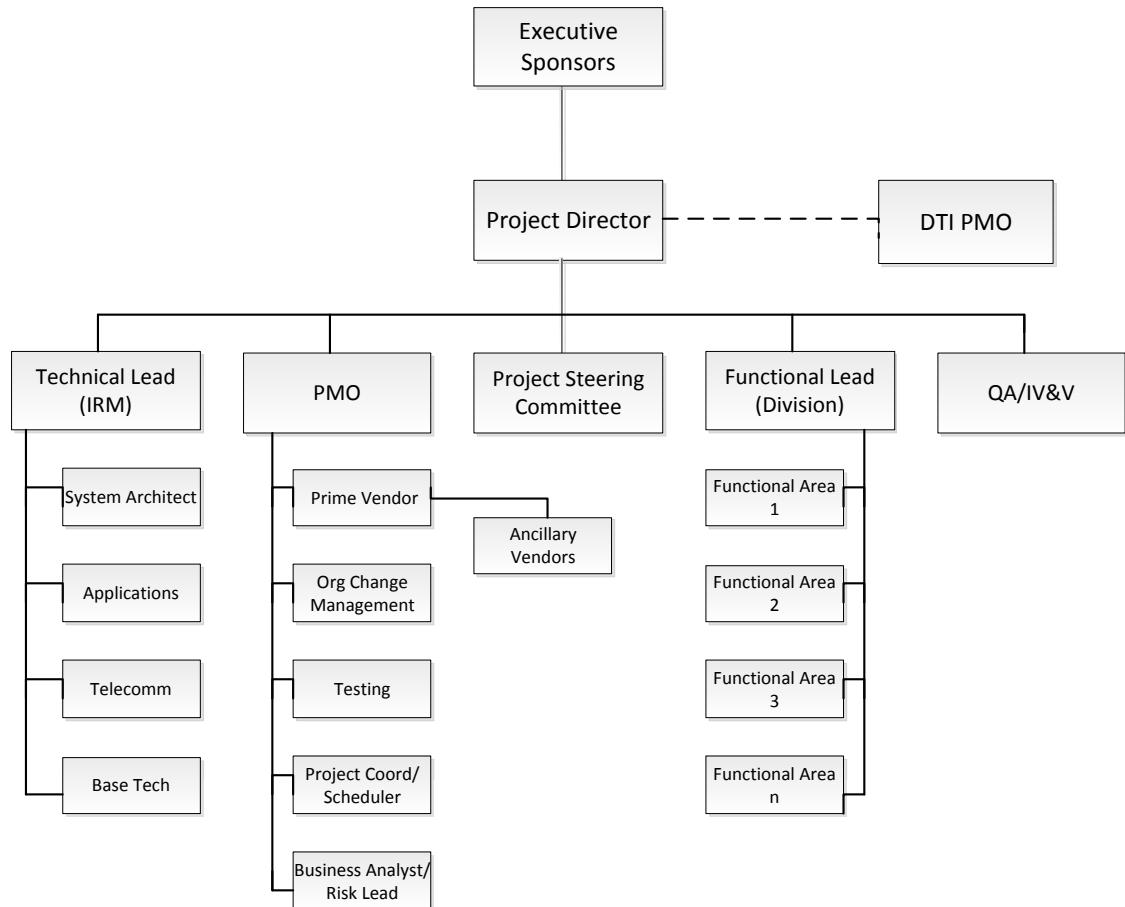
The Project Director will report to a Project Steering Committee made up of representative managers from the Division, IRM and DTI. This Committee will meet monthly to review project status, progress and issues. The Project Steering Committee will report to an Executive Sponsors group. The Executive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

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3.1.1 Project Organization Chart

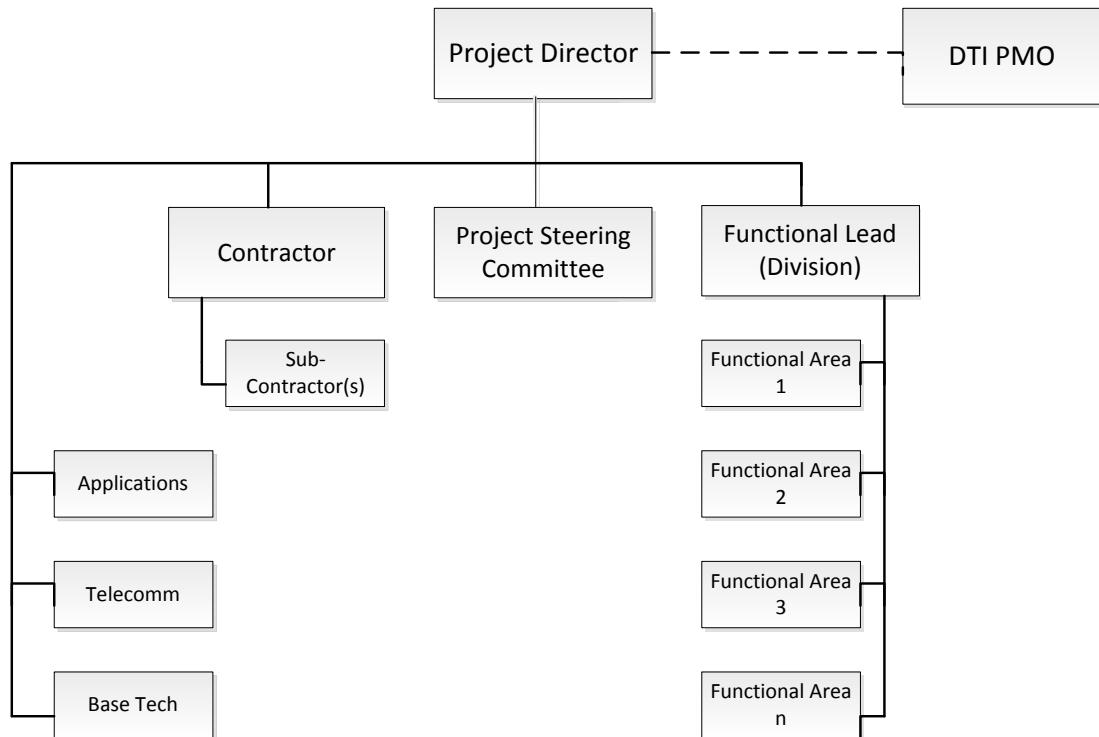
The following organization chart outlines the proposed management structure for this project.

Large Project Example:



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Smaller Project Example:



Visio diagram can be either copied directly or Paste Special as bitmap.

Make sure chart matches the section 3.1 description. The top chart represents a typical structure on a large project where separate PMO, QA & IV&V vendors are hired. Smaller projects represented in the second chart will have simpler structure without the other vendors and without some of the other areas broken out. Customize to fit your project. The main point is that a Project Director appointed by IRM will have primary responsibility for the project and that DTI may choose to have a role in the oversight of the project.

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3.2 State Staff Participation

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

3.3 Resource Availability

IRM applications, telecommunications and Helpdesk staff are on site from 8:00 AM to 4:30 PM on State business days. The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential state resource, any reported problems have a very high priority and are dealt with immediately. Biggs Data Center power is conditioned and outside supply fluctuations can trigger a switch to automatic local power generation capability. The State has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Remote connectivity through SSL-VPN is available for offsite work for contracted staff that must access, update or maintain servers and/or applications in the DMZ. Please refer to Exhibit D for more information on the DHSS IT environment.

3.4 Change Control

Scope control is critical to the success of any IT project. If the project is to remain on time and within budget, scope must be tightly managed. In this vein, the project will establish a Change Control Board (CCB) to review all changes requested beyond the scope established in the contract. This entity will be made of representatives from the State (Business and IRM) and the project vendor(s) to review Change Requests (CRs) and vet them as to whether they are critical for inclusion in the implemented solution. Non-critical requests will be prioritized for consideration in the M&O phase. CRs may be swapped for CRs of similar level of effort in order to contain scope. At a certain point, however, design must be locked down at which point no other CRs will be considered for inclusion at implementation. This design lock down date must be documented in the baselined project plan deliverable.

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3.5 Deliverable Review

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

3.6 Implementation

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

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4 Contractor Responsibilities/Project Requirements

The following are contractor responsibilities and project requirements under this RFP.

The contractor is expected to provide most of the expertise and provide for the full range of services during the project. **Bidders must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this RFP.**

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

- Successful implementation of the proposed solution in two or more sites similar to the solution being proposed for DHSS.

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

4.1 Staffing

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

- Project Director -
- Project Manager -
- Business Analysts -
- Senior Developers -
- Technical Analysts (i.e. DBA, SE, etc.)
- Documentation Specialists
- Subject Matter Experts (SME's)

The resumes will be for specific named individuals and will be in the format specified in Enclosure 3. Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role. The contractor project manager and other key staff like the Business Analyst(s) will be required to be on site in New Castle, Delaware, during the entire project phase.

4.1.1 On-Site Staffing Requirement

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

- Contractor Project Director, as required
- Training (onsite)
- Contractor Project Manager

The State and the key contractor staff will work very closely together on this project. If this requires an on-site presence. The State will provide office space including furniture, phones and network connectivity for all on-site project staff if required.

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

4.1.2 Project Director Requirement

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

4.1.3 Project Manager Requirement

The contractor project manager is normally on-site and manages the project from the contractor perspective and is the chief liaison for the State Project Director. The Project Manager has authority to make the day-to-day project decisions from the contractor firm perspective. This contractor project manager is expected to host meetings with Division Subject Matter Experts (SME) to review Division business organization and functions along with the organization, functions and data of existing information systems relevant to this project. The contractor project manager is expected to host other important meetings and to assign contractor staff to those meetings as appropriate and provide an agenda for each meeting. Weekly on-site status meetings are required, as are monthly milestone meetings. Meeting minutes will be recorded by the contractor and distributed by noon the day prior to the next meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. In their proposals, bidders must include a confirmation that their project manager will schedule status review meetings as described above. It is critical that a named Vendor Project Manager with prior project management experience be proposed.

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

4.1.4 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.

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4.2 Project Management

The contractor must be the prime contractor to develop all the deliverables required by this RFP. The contractor must recommend a core team to work with DHSS over the course of the project and must identify other resources needed. A high level project plan must be created and included as part of this proposal.

The contractor is expected to employ a rapid application design methodology to speed customization/development. An iterative model of testing is required which will require early prototypes and subsequent demonstrations of working modules to ensure that the product meets user specifications in terms of user interface and functionality. It will be the contractor's responsibility to provide complete and accurate documentation for all entities in the system. The contractor is expected to release prototypes/drafts of project deliverables and components for early state consideration and comment in order to expedite the final review process.

4.3 Requirement to Comply with HIPAA Regulations and Standards

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

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

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

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

4.4 Requirement to Comply with National Emergency Medical Services Information System NEMSIS (v. 3.4) Regulations and Standards

http://www.nemsis.org/media/nemsis_v3/release-3.4.0/DataDictionary/PDFHTML/DEMMS/index.html

4.5 Security

4.5.1 Authorizations

All contractor staff working on this project will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost of the CBC. DHSS will review the CBC results. DHSS at their sole discretion may

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request that a contractor staff member be replaced if their CBC result is unsatisfactory. See Enclosure 10 for instructions on this process.

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

4.5.2 Architecture Requirements

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

The diagram must include any interfaces between the solution and other solutions. The diagram needs to be clearly documented (ports, protocols, direction of communication). It does not need to contain the inner workings of the solution or proprietary information.

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

4.5.3 State Hosting Requirements

If the proposed solution will be hosted by the State, bidder is instructed to include in their response to this section the following statement, "**Proposing a State hosted solution. Therefore the Cloud/Remote Hosting Requirements from section 4.5.4 do not apply and are not addressed in this proposal.**"

4.5.3.1 Standard Practices

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

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4.5.3.2 Requirement to Comply with State Policies and Standards

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

The Information Technology Publications web page in Enclosure 2 has links to the DHSS and DTI policies and standards and other documentation. See the "Supportive Documentation for Bidding on Proposals" section.

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

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

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

http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss_it_environment.pdf

All components of the proposed solution, including third party software and hardware, are required to adhere to the policies and standards described above, as modified from time to time during the term of the contract resulting from this RFP, including any links or documents found at the above referenced web sites.

4.5.3.3 Confidentiality and Data Integrity

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

4.5.3.4 Security Controls

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is

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guaranteeing that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

4.5.3.5 Cyber Security Liability

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

4.5.3.6 Information Security

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal. Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

4.5.3.7 List of Software

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

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

4.5.3.8 3rd Party Authentication

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

4.5.3.9 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.

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4.5.3.10 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.

4.5.3.11 Securing State Data

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

4.5.4 Cloud/Remote Hosting Requirements

This section is mandatory for bidders proposing to host systems and/or non-public data outside of the State network. Bidders must respond as required for each subsection below. Failure to respond as instructed may be cause for rejection of the entire proposal.

If the proposed system and/or data will be hosted outside of the State network, bidder is instructed to include in their response to this section the following statement, "**Proposing a Cloud/Remote Hosting solution. Therefore the State Hosting Requirements from section 4.5.3 do not apply and are not addressed in this proposal**".

4.5.4.1 Terms and Conditions Template Requirement

Bidder is instructed to review the following hosting template and sign and scan and include with your response (Exhibit M):

NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE
<http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingTemplateNonPublic.pdf>

All template clauses are mandatory.

In the Non-Public Data document, requirement 4 specifies that data (personally identifiable information or confidential information) at rest be encrypted. If vendor is unable to meet this requirement, please review Exhibit L **Cyber Responsibilities, Liability and Insurance**. This specifies cyber liability coverage levels that vendor must provide proof of prior to contract signature. This coverage is not required if vendor is able to comply with requirement 4.

If the bidder can only accept a clause with conditions (Accept Conditionally) or does not agree with (Reject) a clause as written, then please fill out the following Template Exceptions table as part of your response to this section. Clauses that are rejected must include in the Comment the reason why the bidder cannot comply with the requirement as written and what controls are or can be put into place to provide for the same or similar level of compliance.

Cloud and Offsite Hosting Template Exceptions (Example)

Clause #	Response	Comment
3	Accept Conditionally	Our attorney will contact the State within 48 hours in this situation.

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8	Reject	The State will not be permitted to perform this type of audit either directly or indirectly through a State-chosen third party with 30 days advance notice. We have a qualified independent IT audit firm under contract that can provide the required information upon 45 days advance written notice.
9	Accept Conditionally	We will disclose all subcontractor firms within 30 days of contract signature. Some of these relationships are in the process of being negotiated.

Any template exceptions listed above will be vetted by DTI prior to contract signature. Individual clauses may be negotiated and updated by the State in the template. In this case, DTI's written approval of the final template version will be attached to the final contract.

If the bidder accepts all clauses as originally specified, bidder will respond to this subsection with **"We accept all clauses in the Cloud and Offsite Hosting Template"**. Do not include the Template Exceptions table in this situation.

4.5.4.2 Terms and Conditions for Subcontractors

Subcontractors involved in offsite/cloud data hosting are not required to sign the DTI template; however the primary contractor is expected to hold them responsible to the same clauses so that State data is adequately secured. The State's expectation is that the clauses from the appropriate template be included in the sub contractual agreement. In this manner, the subcontractor explicitly agrees to be bound by the same terms and conditions in the DTI templates as the primary contractor. These subcontractor agreements must be approved by the State prior to signature of the contract with the primary contractor.

4.5.4.3 Standard Practices

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards.

4.5.4.4 List of Software

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

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

4.5.5 DHSS-Specific Security Requirements

The requirements in this section are mandatory.

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4.5.5.1 Encryption of Data at Rest

Bidder will describe the method(s) for encrypting State confidential/PII/ePHI data at rest in their proposed solution.

4.5.5.2 Encryption of Data in Transit

All data in transit must be encrypted whether transmitted over a public or private network. Bidder will describe the encryption method(s) proposed.

4.5.5.3 Ownership of State Data

All State-owned data (Public or Non-Public) related to services provided under this contract will remain the sole property of the State. De-identified data is not exempted from this requirement. This provision shall survive the life of the contract. Except as otherwise required by law or authorized by the State in writing, no State-owned data shall be retained by the vendor for more than 90 days following the date of contract termination. After the 90 day timeframe the following provisions will remain in effect: contractor will immediately delete or destroy this data in accordance with NIST standards and provide written confirmation to the State; contractor is expressly prohibited from retaining, transferring, repurposing or reselling State-owned data except as otherwise authorized by the State in writing; contractor retains no ongoing rights to this data except as expressly agreed to by the State in the contract.

- 1) Reports are generated and saved as PDF.
- 2) Encrypted Patient information is on the local desktop download so they can generate a report w/o access to internet.

4.5.6 UAT Environment

The User Acceptance Testing (UAT) environment must be secured at a level equivalent to the security in place for the production environment. It must be sized and architected such that an entire copy of the production files can be copied over into UAT. The architecture must be equivalently configured so that performance and load testing will essentially produce the same results and expectations as testing in the production environment. There is no expectation to mask field values in UAT. Lower environments that are secured in the same manner may be exempt from masking requirements as well however this may be subject to State or Federal requirements that may override this potential exemption.

4.5.7 Masking of Production Data in Non-Production Environments

While securing of production data is of critical importance, migration of that data to non-production environments presents its own set of challenges as lower environments typically are not as secure as production environment. Masking of production data in lower environments usually involves deletion or obfuscation of actual PII-related field values such that they have no meaning as plain text or identifiable method of translation back to the original values. If there are plans to copy production data to a less secure environment, bidder will describe in detail their proposed masking strategy. If there is no expectation that production data will be copied into less secure environments, Bidder will describe their proposed

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test data generation plans and state clearly in this section that masking of production data is not required under this proposal.

4.5.8 Offsite Project Work

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

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

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

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- Describe how the system components will be tested and staged during customization/development. For State-hosted solutions, the State requires that the all UAT, production and related environments be located at the Biggs Data Center. All system components of these environments including all system libraries and databases will be located in the data center as well. State staff must approve the results of system testing before systems components are migrated into UAT. It is critical that system components are proven to operate in the Biggs Data Center UAT environment prior to promoting the code to production. Remote developers and testing staff may access these environments through VPN. The UAT environment must be the technical equivalent of the production environment to minimize issues with promoted code and/or database changes in production. Bidders may propose additional environments as necessary or recommended for their solution.

4.5.9 Offshore Project Work

The State will not permit any project work to be performed offshore either by the prime vendor, subsidiary, subcontractor or by any other third party. Offshore data storage and transmission is prohibited. Off shore patient data storage is prohibited. Onshore project data and files shall not be accessed by offshore staff and shall not be copied offshore.

4.5.10 Other Technical Considerations

The State prefers to have a system with a web front-end for a common user interface. Web browser based applications are now considered the only acceptable platform for custom applications development. For proposed COTS (Commercial off the Shelf) solutions, the State prefers those that are web browser based and that:

- Use Microsoft Windows Server as their operating system
- Use Microsoft Internet Information Server (IIS) as their web and application server software
- Use Microsoft SQL Server for the data store
- Have been developed using Microsoft C#.NET

4.6 Database Design

Vendor will need to take into consideration the design of existing table structures and whether they may carry forward into the solution being proposed or may have to be re-engineered. Quality of the current data needs to be reviewed. Consideration will need to be given to ETL (Extraction, Transformation and Loading) processes for conversion as well as archiving, backups and disaster recovery. The vendor will be required to provide a data model in Microsoft Visio format.

4.7 Reporting

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

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systems or systems with a large concurrent use base. If a separate reporting environment is being proposed, bidders will include a corresponding system architecture diagram in their proposal. Presently using ImageTrend's "report writer" as part of the internal overall program.

4.8 Performance

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

4.9 Degree of Customization

If bidding a purely custom solution, please respond to this section as follows:
"Bidding a custom solution. Degree of customization is not relevant to this proposal."

Otherwise, please comply with the following requirements.

In terms of degree of customization of COTS software or transfer of an existing custom solution, the State's interest is in cost containment by restricting the customization features applied to a proposed COTS or transfer solution. The State will waive ownership rights of customization features applied as part of this project if they are made part of the standard product, which in fact is the State's preference.

The basis for this degree of customization will be the maximum number of hours that the vendor is including in the total hours for development for required customization features. Bidder will provide the following information in their technical proposal:

Total Development Hours = _____

Total Customization Hours = _____

Degree of Customization = _____

The Degree of Customization is computed as follows:

Degree of Customization =

(Total Customization Hours / Total Development Hours) * 100

where

Total Customization Hours = Total hours for all approved change requests
(CR1 hours + CR2 hours + ...)

and

Total Development Hours = Total coding hours bid for this project

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Bidder will bid a Degree of Customization that does not exceed 15%. This figure will serve to cap Total Customization Hours that will come out of the design process. If at any point during the design phase, this figure is projected to exceed 15%, contractor will inform the CCB and they will take action to either scale back or disapprove existing CRs to drive this figure back to or below 15%.

4.10 Backup and Recovery

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

4.11 Disaster Recovery

DHSS has contracted with Vital Records, Inc. as the offsite media storage contractor for backup media. The State contracts with Sungard Recovery Systems for cold site services. Disaster recovery tests are conducted every six months for the Biggs Data Center Environment. For systems located at the Biggs Data Center, the selected contractor is expected to review this process with IRM and DTI to ensure that it is sufficient

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

4.12 Specific Project Tasks

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

4.13 Deliverables

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

Each document deliverable must be delivered in ten (10) paper copies, along with electronic copies sent to the State Project Director. State staff time is limited on this project especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The contractor must include at least ten (10) business days, per deliverable, in the project plan for State staff to complete a review and to document their findings. Based on the review findings, DHSS may grant approval, reject portions of or reject the complete document, request contractor revisions be made, or may state the inability to respond to the

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deliverable until a future specified date. Upon each rejection, the contractor will have five (5) business day periods to revise the document. Additional three (3) business day periods shall be required by the State for subsequent reviews whenever revisions are requested or a deliverable is disapproved.

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

The Baseline Project Plan deliverable must include sufficient time for:

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

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

Both document and application module deliverables will be reviewed by DHSS and will require formal approval from DHSS, including the State Project Director, Technical Manager and Functional Manager prior to milestone approval and payment. Formal approval of a deliverable is State approval of the final version. Bidder will include reasonable federal timeframes in the project plan for those deliverables requiring federal review, comment and approval. Also, both types of deliverables will be accompanied by a Deliverable Acceptance Request (DAR) – see Enclosure 8. The target in deliverable review is to complete the review in two cycles. However, review will need to continue beyond the second cycle if a deliverable still has major defects.

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

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

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

Project Deliverables & Milestones (M1-4)	
Phase 1	Deliverable: Baseline Project Plan
	Deliverable: Deliverable Document Templates
	Approval of Phase 1 (M1)
Phase 2	Deliverable: Requirements Traceability Matrix (RTM)
	Deliverable: Business Requirements Document (BRD)
	Deliverable: Design Specifications Document (DSD)
	Approval of Phase 2 (M2)
Phase 3	Deliverable: Communications Plan
	Deliverable: Test Plan
	Deliverable: Training Plan
	Deliverable: Implementation Plan
	Approval of Phase 3 (M3)
Phase 4	Deliverable: Conclusion of Warranty Period
	Approval of Phase 6 (M6)

Except for the initial and final project phases above, vendors may propose a different sequence of phases and deliverables. Schedule 4a of Enclosure 4 (Project Cost Forms) must reflect this different sequence.

4.13.1 Phase 1

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

The deliverables in this phase are:

Deliverable: Baseline Project Plan

This mandatory deliverable is the first update of the project plan submitted with the proposal of the selected vendor.

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

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Deliverable: Deliverable Document Templates

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

With formal State approval of all deliverables in this phase, the milestone payment (M1) minus 20% holdback may be invoiced.

4.13.2 Phase 2

Deliverable: Requirements Traceability Matrix (RTM)

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

Deliverable: Business Requirements Document (BRD)

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

Deliverable: Design Specifications Document (DSD)

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

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diagram(s) and other system specifications as agreed upon. The physical data model and architecture diagram are requirements of the business case.

With formal State approval of all deliverables in this phase, the milestone payment (M2) minus 20% holdback may be invoiced.

4.13.3 Phase 3

The deliverable(s) are as follows:

Deliverable: Communications Plan

This is a mandatory deliverable. This is a plan for effective and efficient communications across the project team. This includes stakeholders, business partners and the public if this is a public facing application.

Deliverable: Test Plan

This is a mandatory deliverable. This is a plan for testing of developed code in each of the environments (Unit, SIT, UAT and Production). It must include a section on reporting system issues, analysis and identification of defect, assignment of severity level, defect remediation and regression testing. This must also identify the mechanism for tracking these things over time. It must include the approval process for formal State approval from SIT to UAT and from UAT to Production.

Deliverable: Training Plan

This is a mandatory deliverable. This is a plan for training of staff involved in UAT plus training of staff for implementation. It will identify the type of training (i.e. train the trainer vs. train all and UAT training). It must include a schedule for named staff. It must also include a mechanism for gauging the effectiveness of the training.

Deliverable: Implementation Plan

This is a mandatory deliverable. This is the plan for the events leading up to and including implementation. It must include a readiness checklist and a step-by step schedule and decision points for the actual process. This will include a go/no-go decision process and the responsible parties. This will also include the acceptance criteria for the formal State approval of the implemented system.

With formal State approval of all deliverables in this phase, the milestone payment (M3) minus 20% holdback may be invoiced.

4.13.4 Phase 4

The deliverable is as follows:

Deliverable: Conclusion of Warranty Period

The vendor will supply one year of warranty support after the final production implementation of all modules. The first two months of warranty support will be on-site. The warranty period provides for issue resolution, bug fixes and system

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functionality problems with the new system. This support is included in the firm fixed price. The vendor will deliver an implementation closeout report two weeks prior to the conclusion of the warranty period that discusses overall system health, user satisfaction, on-going issues and challenges and recommendations for future changes/enhancements.

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

4.14 Project Expectations

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

4.14.1 Site Requirements

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

DHSS prefers the use of web browser based applications and given the option between browser-based applications and other types of applications, will select the browser-based solution.

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

State Hosted Solutions

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

For State-hosted solutions the following separate, isolated regions – in addition to the production region – are required for ongoing maintenance and system enhancements.

At a minimum:

- Unit test/Sand box (developers only)
- Integration test (developers only)
- UAT – prod sized (users only)

Optional development environments:

- A development region for major system enhancement projects
- A development region for ongoing maintenance

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- A testing region where business analysts can regression test major systems enhancements
- A training region

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

Any remote access by IT vendors will be accomplished through the use of SSL VPN. If a vendor expects or requires remote access for proper implementation and/or support of their solution, proposals must detail the exact nature of the remote access required and why it cannot be accomplished through other means. Vendors should note that under no circumstances is "remote control" of user desktops ever allowed and the State of Delaware firewall will block such access. Remote access to DHSS servers can only be permitted if the server resides within a DHSS/DTI DMZ. SSL/VPN must be used.

If the vendor will use any third party products during the course of this project, such products must be approved in writing by DHSS prior to their use. In order to receive such approval the vendor is required to submit a list of the products, the number of licenses that will be procured (if applicable), and a description of how the product will be used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of DHSS. **Note:** Because of potential liability and support issues, open source products may only be proposed for this project if they are fully supported and insured by the vendor. If proposing open source software, vendor will also propose alternate fully supported software serving the same/similar function(s).

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

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

Remotely Hosted Solutions

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

- A development region for ongoing maintenance
- A prod-sized UAT region

4.14.2 Environment Responsibilities

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

4.14.3 Unit Testing

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

4.14.4 System Integration Testing

This is a developer-controlled region where developers directly test functional areas of the application comprising one or more modules. Developers will create test scripts. Users will not have access to this environment. This environment should be backed up. If this environment is locally hosted, IRM should be consulted for large scale batch runs that could affect other systems. To the extent possible, the vendor should run the UAT scenarios in the SIT region so that defects are remediated prior to migration to UAT. For locally hosted solutions, Contractor will be expected to configure a local SIT environment for testing prior to migration to UAT. Migration to UAT can only be scheduled after the State has formally approved SIT test results.

4.14.5 User Acceptance Testing (UAT)

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

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Each system module will undergo UAT by the State prior to production implementation. The State and vendor are jointly responsible for developing UAT test scenarios. However, the State is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT State staff will be at the State's discretion. Upon formal State approval of all UAT scenarios in a module, it will be scheduled for migration into the production environment. For a locally hosted UAT environment, IRM will be involved as necessary in these migrations.

As a necessary part of UAT, end to end regression testing will be conducted by the State. This testing must be completed and the results approved by the State prior to production implementation.

As UAT is a responsibility of the State, vendor is prohibited from participating in the UAT process except for readiness activities such as data refresh and running any batch jobs associated with the testing. Vendor will not be involved in the evaluation of the testing results or in the actual approval process.

4.14.6 Production Implementation

Prior to implementation, the vendor will produce an implementation plan document to be reviewed and approved by the State. This document will contain a schedule listing pre through post implementation tasks, start & end dates/times, and responsible parties. The plan must address backup and recovery strategies along with periodic checkpoints to hasten recovery and restarts if needed. The document will list all primary participants along with backups, their email addresses and at least two phone numbers for each. Escalation procedures must be addressed as well. Actual implementation may be scheduled following State approval of this document.

4.14.7 Conversion

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

Conversion controls, especially the monitoring and proof of initial conversion results, are very important to ensure that the transactional source data converted into the system is accurate prior to implementation. Initial and ongoing conversion controls and balancing procedures must be described. Bidders must describe their approach to data conversion and describe in detail how they will convert existing data. Data conversion must be addressed in the proposed project plan. This would include but not be limited to the following for transition of systems.

- Transfer of records from current system.
- Outline the cost of transitioning from the current system to system being offered.
- Provide a time frame and identify any special equipment needed for the transition from the current system to the system being offered.

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4.14.8 Training

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

4.14.8.1 System User

Contractor will be responsible for training users in all aspects of the new system. As applicable, contractor will also include organizational change management-specific instruction to include old vs. new ways of conducting business with the new system. Training will demonstrate business and system workflows. System policy compliance (including any recent policy changes) will be covered. If the new system is a replacement for a legacy system, training will also cover legacy vs. new system workflows and screens.

4.14.8.2 Technical

Contractor will be responsible for training State technical staff on all technical aspects of system operations and support including any third party products. A key component to technical training is knowledge transfer. In their response to this section, contractor will include a detailed discussion of their approach to knowledge transfer for technical staff.

4.14.9 Maintenance and Operations (M&O)

Bidders must include a description of the ongoing M&O support they are proposing. Support includes licenses, help desk support, bug fixes and scheduled releases. Costs for such services will need to be shown in the Business Proposal. Support cost inflation is discussed on the cost forms.

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

Bidders must also address the following in their proposal:

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

It is critical that the proposed solution include ongoing support services and assurance that all regulatory requirements will be met for the Division. Other

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details and specific requirements are included in various sections throughout this RFP.

If the product is a COTS customizable solution, bidder will provide an estimate of the number of hours required to apply the DHSS customization features to new releases. This and the cost information will need to be provided in the Business Proposal.

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

Vendor Maintained Applications for Biggs Data Center Hosted Applications

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

Separation of Duties

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

4.14.10 Documentation

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

4.14.11 Escrow Agreements

For COTS & SAAS solutions (where the code will not become the property of the State), the State requires proof of a software escrow agreement. Bidders will acknowledge in their proposal that they have or will have an escrow agreement in force for the entire contract term for the proposed solution at the time of contract signature.

For SAAS & hosted solutions, bidder will have a data escrow or equivalent agreement in place. If the solution includes a third party hosting vendor providing Platform As A Service (PAAS), bidder will describe their business continuity agreement with this vendor.

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5 Bidder Instructions

5.1 Submission Information

The proposal must be submitted with 2 paper copies and six (6) electronic copies on CD, DVD disk, or USB memory stick. One (1) paper copy must be an original copy, marked "Original" on the cover, and contain original signatures and Six (6) electronic copies saved on CD, DVD disk, or USB memory stick (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) disks (Each labeled "Corporate Confidential Information").

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

5.2 Proposal Contents

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

Transmittal Letter
Required Forms
Executive Summary
Contract Management Plan
Contractor Responsibilities/Project Requirements
Staff Qualifications and Experience
Firm Past Performance and Qualifications
Project Cost Information
Software and Hardware Information
Vendor Stability and Resources
Policy Memorandum Number 70

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Proposal must include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis.

5.2.1 Transmittal Letter (Section A)

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

1. An itemization of all materials and enclosures being forwarded in response to

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- the RFP
2. A statement certifying that the proposal disk's have been scanned and are free from viruses and other malicious software.
 3. A reference to all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments in the event that there are any; if none have been received by the bidder, a statement to that effect must be included
 4. A statement that all proposal conditions are valid for 365 days from the deadline date for proposal submission
 5. A statement that certifies pricing was arrived at without any collusion or conflict of interest.

PDF versions of the Transmittal Letter must be included in the Technical proposal.

5.2.2 Required Forms (Section B)

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

Attachments 2, 3, 4, 5, 10, 11, 12 and Enclosures 3, 4, 5, 6, 7, and 9

Appendix A refers to general RFP requirements. Enclosure 5 of Appendix C refers to technical requirements. Both need to be reviewed to help the bidder include required documents in their proposal.

Enclosure 5: This is the mandatory technical submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

Enclosure 9: This form must be completed and signed by prospective bidders prior to proposal submission.

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

The document link is located in section 4.5.4.1. and Enclosure 12. This form must be completed and signed by prospective bidders and included in the proposal submission.

5.2.3 Executive Summary (Section C)

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

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5.2.4 Contract Management Plan (Section D)

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

5.2.5 Baseline Project Plan (Section D.1)

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

- Tasks, subtasks, dependencies, key dates including proposed dates for deliverable submission, State deliverable approval, Federal deliverable approval (if required) and proposed payment milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire project
- A separate organization chart with staff names & functional titles
- Description at the subtask level including duration and required staff resources (contractor vs. State) and hours
- Resource staffing matrix by subtask, summarized by total hours by person, per month.

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

See Project Plan Template in Information Technology Publications link in Enclosure 2 for a sample project plan in mpp format.

- This provides the general format that vendors must follow when constructing their project plan. Vendor plans must reflect each deliverable and milestone in the specified format. Review periods as specified in the RFP must be built into the project schedule. Serial deliverable review periods must be shown - the best way to do this is to link the "State Review of Deliverable" task with the prior deliverable's review task. The project plan is a critical deliverable and must reflect all dependencies, dates and review periods. If the plan has issues, the state will not approve the initial milestone payment.
- A detailed, updated project plan will be created after contract signature and will serve as the initial deliverable and baseline project schedule. This is a critical milestone task and all subsequent work will be dependent on the formal State approval of the initial milestone. **Until formal State approval of this milestone, no other billable work on this project should take place.** **Unless otherwise extended by the State, a Baseline Project Plan must be submitted for State approval within one month of the project start date. If there is no Baseline Project Plan submitted by this date, the State at its sole option may choose to take remedial action up to and including termination of the contract.** Therefore it is critical that this task be completed and approved as soon as possible. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. It will be the contractor's responsibility to provide complete and accurate

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backup documentation as required for all document deliverables. **The project plan is a living document and it must be updated and presented as part of the periodic status report to accurately reflect current project timelines and task progress. This is mandatory.** The updated project plan must include the baseline start and end dates as columns alongside the current task start and end dates. If there are modifications to the project scope, there is a formal departmental change request process for review and approval of these requests. Approved change requests must result in the addition of a re-baselined project plan as a project deliverable due within one month of signature of the contract amendment.

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

Vendor staff expertise in MS Project is critical for proper construction and maintenance of this plan.

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

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

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

5.2.6 Project Requirements (Section E)

Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 4. Address bulleted and titled requirement paragraphs within subsections as “Bullet n” and “Paragraph Title” respectively. Please address State staffing considerations in subsections where staffing is mentioned. Please complete **Crosswalk of RFP Section 4** form (Enclosure 6) and include in this section.

5.2.7 Staff Qualifications and Experience (Section F)

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

- Technical project management

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- Planning
- Requirements Analysis

Additionally, bidders shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Bidder and subcontractor staff shall be separately identified. Contractor staff requirements will be addressed as outlined in Section 4.1. Resumes will be formatted as outlined in Enclosure 3 and included in this section of the proposal. Bidder must also provide an organization chart of all proposed staff.

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

5.2.8 Firm Past Performance and Qualifications (Section G)

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

- Other government projects of a similar scale

Experience of proposed subcontractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide name, address and phone number for an administrative or managerial customer reference familiar with the bidder's performance. Please use the **Bidder Project Experience** form (Enclosure 7) to provide this information in this section.

Provide an example of an actual client implementation plan, similar in magnitude to the Delaware Emergency Medical Reporting System (DEMRS) and Delaware Patient Tracking (DE-Trac), including staff, dates, milestones, deliverables, and resources.

5.2.9 Project Cost Information (Section H)

The bidder shall provide costs for the project as outlined in Enclosure 4.

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

The Total Project Cost shown in Schedule 4a must include all costs that the selected vendor will be paid by DHSS under this contract.

See the Deliverable Cost Schedule Template in Information Technology Publications link in Enclosure 2 for a sample file in xls format.

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5.2.10 Software and Hardware Information (Section I)

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

On a separate page of the Business Proposal entitled “Hardware Description” list each hardware item listed in either Schedule 4a or Schedule 4e. Provide a description of its function and a detailed component list.

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

Procurement Instructions

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

5.2.11 Vendor Stability and Resources (Section J)

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

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

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to exist.

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

5.2.12 Policy Memorandum Number 70 (Section K)

Please review DHSS Policy Memorandum Number 70. The link to this document is in Enclosure 2. If your firm has a written inclusion policy/plan, please include it in this section.

If your firm does not have an inclusion policy/plan, please respond to this section as follows, "**Vendor does not have an inclusion policy/plan**".

The response to this section will have no impact on the scoring of your proposal.

Remainder of this page intentionally left blank

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6 Enclosures

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

- 1. General Terms and Conditions**
- 2. Website Links**
- 3. Key Position Resumes**
- 4. Project Cost Forms**
- 5. Mandatory Submission Requirement Checklist**
- 6. Crosswalk of Appendix C Section 4**
- 7. Bidder Project Experience**
- 8. Deliverable Acceptance Request (DAR)**
- 9. Bidder Contact Information**
- 10. Criminal Background Check Instructions**
- 11. Cyber Responsibilities, Liability and Insurance**
- 12. State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions**

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

- Enclosures 3, 4, 5, 6, 7, and 9.

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Enclosure 1 - General Terms and Conditions

The following provisions are applicable to all DHSS RFP's

1) Investigation of Contractor's Qualifications

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

2) Ownership Rights

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

3) Irrevocable License

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

4) Right to a Debriefing

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

5) Hiring Provision

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

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6) Anti-Kick-back

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

8) Federal Provisions

- **Americans with Disabilities Act** - This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.
- **Royalty-Free Rights to Use Software or Documentation Developed** - The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.
- **Drug-Free Workplace Statement** - The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
 - a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees. Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

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9) DHSS Policy Memorandum # 70

Please refer to Enclosure 2 for a link this document.

The Vendor agrees to adhere to the requirements of DHSS Policy Memorandum # 70, (effective 7/18/2015), and divisional procedures regarding the concept of an inclusive workplace which is accepting of diverse populations in our workforce and actively practices acceptance of diverse populations within our community, through our programs and services we provide to our clients. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Vendor's procedures must include the position(s) responsible for the PM70 process in the vendor's organization. Documentation of staff training on PM70 must be maintained by the Contractor.

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Enclosure 2 – Website Links

- Information Technology Publications
<http://www.dhss.delaware.gov/dhss/DMS/itpubs.html>
See section entitled “Supportive Documentation for Bidding on Proposals”
- State of Delaware Department of Technology and Information (DTI) policy located at the following URL:
(<http://dti.delaware.gov/information/standards-policies.shtml>)
- DTI Public Data Owned by the State of Delaware Terms and Conditions (T&Cs) document located at the following URL:
<http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingTemplatePublic.pdf>
- Policy Memorandum 70 on Inclusion
http://dhss.delaware.gov/dhss/admin/files/PM_70.pdf

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Enclosure 3 - Key Position Resume

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Key Position Resume

Name: _____ Proposed Project Position: _____

Number of years' experience in the proposed position: _____

Number of years' experience in this field of work: _____

Detail Training/Education

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

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

Detail Experience

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

Job/Project: _____	Position: _____
From Date: _____	To Date: _____

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

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Enclosure 4 - Project Cost Forms

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4a. Project Costs by Deliverables & Milestones

Deliverable & Milestone Cost Schedule

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	20% Holdback	Vendor Invoice Amount	Projected Approval Date
1	Deliverable: Baseline Project Plan	C2				
	Deliverable: Deliverable Document Templates	C3				
	State Approval of Phase 1 (M1 = 5% of Total DDI Cost)		SUM(C2:C3)	D4*0.2	D4-E4	M1 Date
2	Deliverable: Business Requirements Document	C5				
	Deliverable: Design Specifications Document	C6				
	State Approval of Phase 2 (M2 = 10% of Total DDI Cost)		SUM(C5:C6)	D7*0.2	D7-E7	M2 Date
3	Deliverable: Communications Plan	C8				
	Deliverable: Test Plan	C9				
	Deliverable: Training Plan	C10				
	Deliverable: Implementation Plan	C11				
	State Approval of Phase 3 (M3 = 15% of Total DDI Cost)		SUM(C8:C11)	D12*0.2	D12-E12	M3 Date
4	Deliverable: Completed SIT	C13				
	Deliverable: Completed Training Prior to Go-Live	C14				
	Deliverable: Completed UAT	C15				
	State Approval of Phase 4 (M4 = 25% of Total DDI Cost)		SUM(C13:C15)	D16*0.2	D16-E16	M4 Date
5	Deliverable: Acceptance of Properly Functioning Production System	C17				
	State Approval of Phase 5 (M5 = 45% of Total DDI Cost)		C17	D18*0.2	D18-E18	M5 Date
6	Deliverable: Conclusion of Warranty Period	N/A				
	State Approval of Phase 6 (M6 = 20% of Total DDI Cost)		N/A	N/A	SUM(E4:E18)	M6 Date
Total DDI Cost		SUM(C2:C17)				
Total M&O Costs For Contract Term (From Cost Schedule 4d)		\$				
Total Project Cost		SUM(C21:C22)				

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Please fill out each of the costs and dates specified above. Computed costs will be in the manner specified. Milestone costs are a specified percentage of the Total DDI cost. Deliverable costs must total to the milestone cost. If the State decides to eliminate one or more deliverables from this project, the firm fixed price will be adjusted by subtracting the cost of the deliverable(s) to be eliminated.

The Total Project Cost shown in Schedule 4a must include all costs that the selected vendor will be paid by DHSS under this contract. The Total Project Cost figure constitutes the firm fixed price of the contract.

Deliverables and milestones in the project cost schedule above will be identified in the Baseline Project Plan deliverable along with the projected date of State approval.

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

Vendors must complete the **Projected Date** column for each milestone and the dates must correspond to the dates provided in the high level project plan.

Holbacks are mandatory for every milestone with the exception of the final phase milestone. Holbacks cannot be modified except by contractual agreement.

Milestone Cost Breakdown

- $M_n = \text{Total Cost for Phase } n \text{ deliverables} - 20\% \text{ holdback}$
- $M_6 = \text{Sum of } M_1 - M_5 \text{ holbacks}$

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

DDI costs will be invoiced only through identified milestones upon formal approval by the Division and IRM. DDI invoicing by any other manner is prohibited except by prior written consent of the State. As applicable, approved change orders shall be bundled into a single deliverable that will be added to the Phase 5 milestone in Schedule 4a. The milestone cost, milestone holdback and invoice amount would be adjusted accordingly. This milestone would be invoiced via the prescribed process.

Software will be acquired by the State in the State's name. Estimated total costs are only to be included in Schedule 4d. Hardware will be acquired by the State in the State's name. Estimated total costs are only to be included in Schedule 4e.

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4b. Schedule of Rates for Project Staff

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

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4c. M&O Support Cost Schedule

M&O costs are to be listed in the following schedule. Total costs are capped at a 2% inflation rate per year. Operational costs may be categorized separately (i.e. Hosting, Tier 2 Support, Maintenance (up to n hours), etc.) or bidder may choose to bid a single all-inclusive total operational cost per year. Bidder will detail in this section what their responsibilities will be for M&O support. Years **1 – n** are included in the fixed price of the contract. The State may choose to amend the contract for **n** additional years (in one year increments) of M&O support at their discretion.

Year 1 is defined as the first 12 months after the conclusion of the warranty period.

Support Costs

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Category 1:					
Cost Category 2:					
Cost Category n:					
Total					

Total M&O Costs For Contract Term (Years 1 – 5): \$ _____

Maintenance Costs estimate of the number of hours required to apply the DHSS customization features to new releases: _____

Please also include a single fully loaded hourly rate which will apply to future customization beyond what is within the scope of this contract:

\$ _____

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4d. State Purchased Third Party Software Schedule

List all third party software products required for DDI through M&O. These licenses are for State staff and users only. Vendor licenses are not to be included in this list. The State is not responsible for purchasing vendor developer licenses. The State will purchase all software licenses on this list. Only new software or additional licenses for existing software being proposed for this project will be listed here. If the proposed software solution comprises multiple separately-costed modules, please list them separately here. The State will purchase the software licenses from a third party, not the selected vendor. The software listed here will be evaluated by State technical staff for compliance with State standards.

Software Description/Name	Version Number	# of Licenses	Required After Go-Live? (Y/N)

Total Estimated State Purchased Third Party Software Cost \$ _____

The above total estimated cost is a ballpark estimate only. The vendor will not be held responsible for this figure. The State understands that licensing costs can vary depending on GSA pricing, licensing structure and individual purchasing agreements. This cost figure will be used as part of estimating the total project budget when justifying project costs for the State Office of Management and federal funding partners (as applicable). This cost is not to be included in Schedule 4a.

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4e. State Purchased Hardware Schedule

This is a hardware summary schedule with a total estimated cost. Only new hardware or upgrades to existing hardware being proposed for this project should be listed here. This list of hardware will be evaluated by State technical staff for compliance with State standards. The State will purchase the hardware from a third party, not the selected vendor.

Hardware Description/Name	Quantity

Total Estimated State Purchased Hardware Cost \$ _____

The above total estimated cost is a ballpark estimate only. The vendor will not be held responsible for this figure. The State understands that hardware costs can vary. This cost figure will be used as part of estimating the total project budget when justifying project costs for the State Office of Management and federal funding partners (as applicable). This cost is not to be included in Schedule 4a.

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Enclosure 5 - Mandatory Submission Requirements
Checklist

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Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted in the correct number of disk copies containing the Technical and Business proposals	IV.B.2	
Each proposal disk is labeled correctly	Appendix A Appendix C, Section 5.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	IV.B.5	
Bidder/Proposed Subcontractor has appropriate project experience	IV.B.14	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	Appendix C, Section 5	
Proposal disk's have been scanned and are free from viruses and other malicious software.	Appendix C, Section 5	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Enclosure 1	
Completed Project Cost Forms	Enclosure 4	
Cost and Payment Schedules	IV.D.8.I, Enclosure 4	
Proposal includes required resumes	Appendix C, Section 4.1 and 5.2.7, Enclosure 3	
Completed Crosswalk of RFP Section 4	Enclosure 6	
Completed Bidder Project Experience Form	Enclosure 7	
Completed Bidder Contact Information Form	Enclosure 9	
Compliance with HIPAA Regulations & Standards	Appendix C, Section 4.8	
DHSS-Specific Security Requirements	Appendix C, Section 4.5	
The Project Plan, Templates, BRD, DSD, Acceptance in Prod & Conclusion of Warranty are listed as project deliverables	Appendix C, Section 4.19	
Bidder acknowledges that they have reviewed the State of Delaware Cloud and Offsite Hosting Specific Terms and Conditions document	Appendix C, Section 4.9.4.1 Enclosure 12	
The bidder has a Supplier Diversity plan currently in place.	IV.C.2	

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<i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the bidder proposal.</i>		
The bidder has diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors. <i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the bidder proposal.</i>	IV.C.2	
Does the bidder have a written inclusion policy/plan currently in place? If "Yes", it is required that a clearly identifiable copy of the inclusion policy/plan be attached to your proposal as instructed in RFP Section 6.2.8. <i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the bidder proposal.</i>	IV.C.2	

Signature of Authorized Representative

Title / Company

Date

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Enclosure 6 - Crosswalk of Appendix C, Section 4

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Crosswalk of Appendix C, Section 4

RFP Section	Proposal Section Number	Proposal Page Number
4 Contractor Responsibilities/Project Requirements		
4.1 Staffing		
4.2 Project Management		
4.3 Requirement To Comply With HIPAA Regulations and Standards		
4.4 Requirement to Comply with State Policies and Standards		
4.5 Security		
4.6 Database Design		
4.7 Reporting		
4.8 Performance		
4.9 Degree of Customization		
4.10 Backup and Recovery		
4.11 Disaster Recovery		
4.12 Specific Project Tasks		
4.13 Deliverables		
4.14 Project Expectations		

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

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Enclosure 7 - Bidder Project Experience

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Delaware Health and Social Services

Bidder Project Experience

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

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Enclosure 8 - Deliverable Acceptance Request (DAR)

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*DELAWARE HEALTH
AND SOCIAL SERVICES*

Deliverable Acceptance Request (DAR)

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

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

Narrative of findings:

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

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Enclosure 9 - Bidder Contact Information

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**Delaware Health and Social Services
Request for Proposal**

Bidder Contact Information

The following information must be filled out and brought to the mandatory pre-bid meeting. Proposals submitted without prior submission of this form will not be opened. Multiple bidder contacts may be specified.

Bidder Contact(s)

Contact Name	
Email Address	

Authorized Vendor Representative

Printed Name	
Signature	
Phone Number	
Email Address	

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Enclosure 10 - Criminal Background Check Instructions

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Delaware Health and Social Services, Division of Public Health

Criminal Background Check Instructions

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

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

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

Mark envelopes as **CONFIDENTIAL**.

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

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

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**Enclosure 11 - Cyber Responsibilities, Liability and
Insurance**

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Cyber Responsibilities, Liability and Insurance

A. Vendor Protection of Customer Data

1. The awarded vendor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) and Department of Health and Social Services (DHSS) security standards identified in this Request for Proposals and any resultant contract(s).

B. Definitions

Data Breach

1. In general the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in :
 1. 1 The unauthorized acquisition of personally identifiable information (PII); or
 1. 2 Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
 - 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
 1. 1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical

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records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

2. Information or data that meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

Customer Data

1. All data including all text, sound, software, or image files provided to Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

Security Incident

1. Any unauthorized access to any Customer Data maintained, stored, or transmitted by Delaware or a third party on behalf of Delaware.

C. Responsibilities of Vendor in the Event of a Data Breach

Vendor shall notify State of Delaware, Department of Technology and Information (DTI) and Department of Health and Social Services (DHSS) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.

1. 1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI and DHSS.
1. 2 Should any corrective action resultant from Section C.1.1 above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.

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1. 3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
1. 4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 Del. C. § 12B-101 the awarded vendor shall:
 - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 Del. C. § 12B-101 of the Delaware Code.
 - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
 - 1.4.3. Meet and confer with representatives of DTI and DHSS regarding required remedial action in relation to any such data breach without unreasonable delay.
 - 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss
 1. 1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services
2. Covered Disclosure
 - 2.1 The disclosure of Customer Data as a result of a successful Security Incident.

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3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, **prior to execution of a contract**, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).
2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract is: TBD. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15,000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence

F. Compliance

1. The awarded vendor(s) is required to comply with applicable security-related Federal, State, and Local laws.

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G. Media Notice

1. No media notice may be issued without the approval of the State.

H. Points of Contact – Data Breach

1. State of Delaware

Department of Technology and Information
Elayne Starkey, Chief Security Officer
elayne.starkey@state.de.us; 302.739.9631

Department of Health and Social Services
John Pasquale, Chief Security Officer
john.pasquale@state.de.us; 302.255.9180

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**Enclosure 12 - State of Delaware Cloud and/or
Offsite Hosting Specific Terms and Conditions**

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NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract # _____, Appendix _____
 between State of Delaware and _____ dated _____
 This document shall become part of the final contract.

Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
1	Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.
2	Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions: <ul style="list-style-type: none"> a) All information obtained by the Service Provider under this contract shall become and remain property of the State of Delaware. b) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware.
3	Data Location: The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of Delaware data remotely as required to provide technical support.
4	Encryption: <ul style="list-style-type: none"> a) The Service Provider shall encrypt all non-public data in transit regardless of the transit mechanism. b) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Service Provider's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Cloud and Offsite Hosting Policy. Additionally, where encryption of data at rest is not possible, vendor must describe existing security measures that provide a similar level of protection.
5	Breach Notification and Recovery: Delaware Code requires public breach notification when citizens' personally identifiable information is lost or stolen. Reference: 6 Del. C. § 12B-102 . Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Service Provider will provide notification without unreasonable delay and all communication shall be coordinated with the State of Delaware. When the Service Provider or their subcontractors are liable for the loss, the Service Provider shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Contractor harmless.

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State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract # _____, Appendix _____
 between State of Delaware and _____ dated _____
 This document shall become part of the final contract.

Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
6	Notification of Legal Requests: The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.
7	<p>Termination and Suspension of Service: In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in CSV or XML or another mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of State of Delaware data.</p> <ul style="list-style-type: none"> a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any State of Delaware data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession or under its control as specified in section 7d) below. Within this 90 day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. d) Secure Data Disposal: When requested by the State of Delaware, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Delaware.
8	Background Checks: The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.
9	Data Dictionary: Prior to go-live, the Service Provider shall provide a data dictionary in accordance with the State of Delaware Data Modeling Standard .
10	Security Logs and Reports: The Service Provider shall allow the State of Delaware access to system security logs that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.

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State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract # _____, Appendix _____
between State of Delaware and _____ dated _____
This document shall become part of the final contract.

Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
11	Contract Audit: The Service Provider shall allow the State of Delaware to audit conformance including contract terms, system security and data centers as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider's business.
12	Sub-contractor Disclosure: The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.
13	Operational Metrics: The Service Provider and the State of Delaware shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to: a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

By signing this Agreement, the Service Provider agrees to abide by all of the above Terms and Conditions.

Service Provider Name/Address (print): _____

Service Provider Authorizing Official Name (print): _____

Service Provider Authorizing Official Signature: _____

Date: _____

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