STATE OF DELAWARE

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

Technical Requirements Appendix B
REQUEST FOR PROPOSAL NO. HSS-21-012
FOR
STATE OF DELAWARE
State of Delaware Background Check System

Approved Business Case Number: 0001662
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1  Project Overview

1.1  Background and Purpose
The State of Delaware (State), Department of Health and Social Services (Department or DHSS) wishes to sign a contract for professional services with a primary contractor (Contractor) for a Delaware background check system that is fully integrated with State registries and law enforcement agencies. The Division seeks for a web solution that uses the latest database and web-based technologies to replace the existing Background Check Center (BCC) system.

The existing BCC is a single point of data entry that interfaces with various data sources. The selected solution must have this same functionality and consequently provide more robust background check workflow management that is fully integrated with State registries and law enforcement agencies. The background check process must record which data sources have been checked by employers. There must be systematic method(s) of recording the current background check process and must be free of incomplete or inconsistent information. It is mandatory that information about prospective employees may not be overlooked or misrepresented as such actions could have legal ramifications.

The goal is to streamline access to background check information and accelerate the hiring of eligible applicants. Streamlining the background check process will ensure the accuracy of the data examined and enable a quick, thorough, and comprehensive review of an individual’s background prior to employment. Staffing impacts the quality of care delivered to facility residents and patients. The procurement of a robust background check system (BCS) supports the Division’s mission to protect residents and patients in health care agencies and facilities.

Currently, there are approximately 2000 users of BCC. Background check applications that are entered per year are averaging to 20,000.

1.1.1  Components and Services

- **Employer module** – The Employer module comprises the Employer dashboard and functionalities such as search and creation of a new application, user management, employer account settings, report generation and viewing and printing of forms/documents. The key component of the Employer module is the application process. The employer initiates the application process to screen potential employees. The screening involves drug testing, criminal history check, child protection registry check, professional license verification, Office of the Inspector General exclusion list verification, adult abuse registry check, sex offender registry check, certified nursing aide registry verification and service letters from previous employers. The Employer dashboard provides the employer a quick glance of all applicants, no matter where they are in the
hiring process. This facilitates the employer to plan for the next steps in the hiring process. The employer has the capability to configure its own facility account settings including electronic payment and notification settings. The employer must be able to run canned and ad hoc reports. All functionalities are role based.

- **DHCQ module** - The DHCQ module is intended for DHCQ staff only and not for employers. The DHCQ module comprises the DHCQ dashboard and functionalities such as managing facilities and users, viewing status of applications and applicants, report generation, system monitoring and use of other system management tools. All functionalities are role based. The DHCQ dashboard allows DHCQ staff to review and process criminal background history results (Fingerprint and Rapback), make eligibility determination/create letter and notify providers, manage investigations and view summary.

- **Quick Applicant Check** – The Quick Applicant Check is a feature that can be used at the beginning of the screening process, and before any cost is incurred. The use of this feature does not require consent of the applicant. The employer and the public can access four public registries (Adult Abuse Registry, Certified Nursing Assistant Registry, Sex Offender Registry and Office of the Inspector General Registry) to determine if any criteria are on record which may influence the decision to hire.

- **Criminal History** – Criminal History includes State and Federal fingerprint results and RapBack notifications. Each applicant is required to have the fingerprint result on record and has been taken within the State mandated time period, which is currently 6 months. RapBack is an automated process that alerts DHCQ investigative staff of new arrests and potential disqualifiers of health care facilities’ employees who are in the background check system and on the Master List. The Master List contains all employees who are recognized as “Hired” in BCC and those who have “Separated” from employment and opted to remain on the Master List for an additional three years.

- **Service Letter** – As required by the Department of Labor, employers who operate a health care facility must seek a service letter from an applicant’s previous employer, if previously employed. Service letters are done through background check system and are completed during separation or upon request.

- **Accounting** – The new BCS must include the functionality to accept payments electronically and to interface with the current state mandated electronic payment solution. Transaction and revenue reports must be available for reconciliation and finance reporting purpose. Transaction report is required for both employers and DHCQ staff.

- **Reporting** – The reporting features are a key element of the system that will permit designated users to view useful statistical information. BCS must have a reporting tool mechanism allowing employers and DHCQ staff to run
canned reports and ad hoc reports on demand with the ability to export as excel, pdf and csv format.

- **System Administration and Security** – System Administration and security includes, but not limited to, user management, system status and error monitoring, and ability to make configurable changes within the system.

- **Viewing and Printing** - BCS must have a feature that creates automated documents including different types of letters associated with the background check, consent form, service letters, criminal history and drug test forms. Some letters and documents are used to notify employers of background check outcomes. There are approximately 25 letters and forms in BCS. The system must allow employers and DHCQ staff to view, print and reprint forms, letters and reports in at least pdf, excel and csv format.

- **Notification** – The new BCS must have the functionality to be able to send automated notifications (internal message and email) from within BCS to assist in the background check workflow. DHCQ staff, with system administrator role, must have the capability to modify the content within the templates used for internal notifications and email notifications.

- **CBC** - CBC is a legacy system that contains criminal background check information prior to implementation of the current system, BCC. Only CBC applicant’s data were initially migrated to BCC. The rest of the information are pulled from CBC into BCC, as determined necessary, when a new application is created in BCC for an applicant who was originally migrated from CBC. This synching process is triggered by DHCQ staff from within BCC. The new BCS must have the functionality to allow DHCQ staff to update the State eligibility status for each applicant, eliminating the need to link to the legacy system. CBC can be retired and will be in a READ mode only.

Detailed requirements can be found in Section 4 of this document.
2 DHSS Program and System Overview

2.1 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 Health Care Quality
- 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 Department of Health and Social Services Division of Health Care Quality’s mission is to protect residents in Delaware health care facilities through:

- Promotion of quality of care, quality of life, safety and security
- Enforcement of compliance with State and Federal laws and regulations

The Division is responsible for the processing of background checks utilizing: The Adult Abuse Registry, Criminal Background checks and mandatory drug testing, the Certified Nursing Assistant (CNA) Registry, Child Protection Registry, Office of the Inspector General, Sex Offender Registry, complaint and incident reporting related to long term care facilities, licensing/certifying long term care facilities, and developing regulations related to these areas.

Pursuant to Delaware Code for Regulatory Provisions Concerning Public Health (Title 16 Chapter 11), long-term care employers are required to use the Background Check Center (BCC) system for a comprehensive review of an individual’s background prior to employment. The purpose of the criminal background review and drug screening requirements is for the protection of the safety and well-being of residents of health care facilities.

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 or Project Manager, other project contractors, State of Delaware participants, and stakeholders.

### 2.3.1 Information Resource Management (IRM)

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, contractors and development projects. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications, Security, and Help Desk support group all who participate in all phases of the project lifecycle as appropriate.

### 2.3.2 Department of Technology and Information (DTI)

DTI is a separate cabinet level agency responsible for running the 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. 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 Contractor 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 Contractor 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, contractor negotiations, deliverable review and signoff, through testing, implementation, and post-implementation support.
3 DHSS Responsibilities

The following are DHSS 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). DHSS staff expectations for this initiative beyond what is stated here must be clearly spelled out by the Contractor.

3.1 Staffing Roles
The State will identify staff roles that are required to ensure successful completion of the implementation described in this RFP.

If Contractor employs Waterfall development, these roles will include a DHSS Project Manager whose responsibilities include 1) coordinating communication between the Contractor, IRM, DTI, and the business stakeholders, 2) ensuring that Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SME), 3) ensuring that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes, and 4) coordinating with other divisions and State agencies for their input as needed.

If Contractor practices Agile development, these roles will include a Product Owner whose responsibilities include but are not limited to 1) Stakeholder communications, coordination, and management, 2) Ensuring the Development Team delivers value and remains aligned with customer expectations, 3) Release Management, 4) Managing the product backlog.

3.2 DHSS Staff Participation
DHSS staff participation is as assigned and is in addition to their primary responsibilities. DHSS staff normally work 7.5 hour days from 8:00 AM – 4:30 PM, although some staff flex their schedules. No DHSS staff will be available for data cleanup or meta-data definition. However, divisional SME’s can serve to advise contractor on these topics. No DHSS technical staff will be assigned to this project to assist in the coding of the system. DHSS technical staff will attend JAD sessions or pertinent (Agile) ceremonies 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 or pertinent (Agile) ceremonies related to their areas of expertise. These assignments will be sent to the DHSS Project Manager prior to the start of the JAD sessions or pertinent (Agile) ceremonies. 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 available 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. DHSS 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 C 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 DHSS (Business and IRM) and the project contractor(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. The change control process will be documented in the Communications Plan deliverable. While the Change Control Process may vary for Agile Development, Contractor should document the process in the Communications Plan deliverable.

3.5 Deliverable Review
It is the responsibility of DHSS 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 DHSS to review all project deliverables in the agreed upon timeframe. DHSS will notify the Contractor of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal DHSS approval. Likewise, production implementation of each module is contingent upon formal DHSS approval.

3.6 Implementation
Production implementation is normally an IRM responsibility. Depending on the solution selected, IRM may require participation of contractor staff. DHSS will be primarily responsible for post implementation administration if the system resides at the Biggs Data Center. If a hosted solution is selected, the Contractor has primary administration responsibilities.
4 Contractor Responsibilities/Project Requirements

The following are contractor responsibilities and project requirements under this RFP. Please note that specific roles, responsibilities and expectations for DHSS staff under this initiative should be delineated in Section 3.

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

Contractors must have demonstrated experience and depth in the successful implementation of the proposed solution in two or more sites similar to the solution being proposed for DHSS. Include business references which can attest to the experience.

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 / Development Team
- Technical Analysts (i.e. DBA, SE, etc.)
- Documentation Specialists
- Change Management Specialists
- System Tester
- Product Owner (where applicable)
- Scrum Master (where applicable)

The resumes will be for specific named individuals and will be in the format specified in Exhibit D. 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 or Scrum Master and other key staff like the Business Analyst(s) will be required, at the discretion of DHSS, to be on site in New Castle and/or Wilmington, 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 and/or DHCQ Mill Road office in Wilmington, Delaware, as indicated below:

- Contractor Project Director or Product Owner, as required
- Contractor Project Manager or Scrum Master will be on-site at least 10% of the time (subject to periodic review)
DHSS and the key contractor staff will work very closely together on this project. This requires an on-site presence. DHSS will provide office space including furniture, phones and network connectivity for all on-site project staff. Contractor will be responsible for all other office necessities including workstation and required software. It is vital for the contractor project manager and key staff to play an active on-site role in the project and be visible and accessible.

### 4.1.2 Project Director Requirement

The Contractor Project Director is the individual who has direct authority over the Contractor Project Manager and will be the responsible party if issues arise that cannot be resolved with the Contractor Project Manager. The Contractor Project Director does not need to be on-site except for designated meetings or as requested. It is critical that a named Contractor 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 DHSS Project Manager. 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, Contractors must include a confirmation that their project manager will schedule status review meetings as described above. It is critical that a named Contractor Project Manager with prior project management experience be proposed.

In their proposals, Contractors 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 DHSS Project Manager by noon the business day prior to the next meeting.

### 4.1.4 Project Help Desk Staff Requirement

Contractor 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. Contractor must supply at least a primary and a backup Help Desk function during the UAT, production Implementation and the warranty timeframe. These staff will provide second-level support during DHSS business hours to callers with system issues. The DHSS Help Desk will provide first-level support. This generally includes resolution of issues such as network connectivity, application log in problems and general PC advice. The contractor will provide second level support. This will be more system-specific and require application expertise. Specific system issues may be referred to third-level divisional support for SME expertise.
4.2 Project Management
The contractor must be the prime contractor to develop all the deliverables required by this RFP. The prime contractor will be directly responsible for all project work and performance of any subsidiary, subcontractor or by any other third party. The prime contractor will ensure that all ancillary contractors understand and are responsible for the requirements of this project. If the prime contractor will be utilizing the services of an ancillary contractor under this project, please give an example of language to be used in the sub-contractual agreement to satisfy this requirement.

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 draft baseline Project Plan must be created and included as part of this proposal.

For custom development, 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 DHSS consideration and comment in order to expedite the final review process.

4.3 Requirement to Comply With HIPAA Regulations and Standards
The selected Contractor 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 proposed solution must meet these cited requirements.

HIPAA requirements also apply to entities with which DHSS data is shared. If this data is covered by HIPAA, then a Business Associate Agreement (BAA) must be signed by both parties to ensure that this data is adequately secured according to State 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 Security Requirements
4.4.1 Authorizations
All Contractor staff working on this project will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost of the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a Contractor staff member be replaced if their CBC result is unsatisfactory. See Exhibit K 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 under the contract. Staff working at a secured DHSS site will be issued a security access card by DHSS.

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

Technical documentation will be required to be produced as part of the contract negotiations process. These will be submitted to DHSS for attachment to a DTI business case. The business case must be in “Recommended” status prior to contract signature or have a clear indication that the contract can be signed subject to conditions listed in the business case. The project business case is a DHSS responsibility. Technical documentation includes a final architecture diagram for each system environment (Prod, UAT, etc.), non-proprietary data dictionary and a high-level process flow diagram. This documentation shall be produced at no cost to DHSS prior to contract signature.

Architecture changes can be highly risky if not planned and tested correctly and therefore must go through the change control process. The architecture diagram may have to be updated along with other documents for prior approval. Architecture changes must be staged in lower environments at least at the SIT level for integration testing. Formal UAT approval is required for scheduling production implementation.

4.4.3 DHSS Hosting Requirements
This section is only applicable if the solution is being hosted within the State network.

4.4.3.1 Requirement to Comply with State Policies and Procedures
The proposed solution must be fully compatible with the DHSS technical environment. Proposed solutions that are not fully compliant with State standards may be disallowed.

The Information Technology Publications web page (The link to this document is in Exhibit C.) has links to DHSS and DTI policies and standards and other documentation. See the “Supportive Documentation for Bidding on Proposals” section.

- Please review the IAS documents referenced on this page. IAS is the Integrated Authorization System which is a DHSS mechanism for tracking authorized systems users. Contractors 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 (The link to this document is in Exhibit C.) and DHSS Information Technology Environment Standards (The link to this document is in Exhibit C.) for more information.

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

**4.4.3.2 Standard Practices**

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to DHSS. 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 DHSS are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI). The link to the Enterprise Standards and Policies is in Exhibit C. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

**4.4.3.3 Confidentiality and Data Integrity**

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

**4.4.3.4 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 Contractor is guaranteeing that any systems or software meets or exceeds Critical Security Controls. The link to this document is in Exhibit C.

**4.4.3.5 Cyber Security Liability**

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

4.4.3.6 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.

4.4.3.7 Mandatory Inclusions

4.4.3.7.1 Network Diagram
The Contractor must include a network diagram of the user's interaction with the solution and any interfaces between the solution and DHSS must be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.

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

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Version</th>
<th>Contractor Name</th>
<th>Required for Development?</th>
<th>Required for M&amp;O?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.4.3.7.3 3rd Party Authentication
The contractor must include a list of any 3rd party authentication solutions or protocols that they support.

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

4.4.3.7.5 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.
4.4.3.7.6 Securing DHSS Data
The contractor must describe how DHSS data will be protected and secured.

4.4.4 Mandatory Inclusions for Cloud/Remote Hosting
This section is only applicable if the solution is not being hosted within the State network.

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

4.4.4.2 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:

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Version</th>
<th>Contractor Name</th>
<th>Required for Development?</th>
<th>Required for M&amp;O?</th>
</tr>
</thead>
</table>

4.4.5 Agreements
DTI publishes two templates for remote hosting/cloud systems and accessing/storing State data outside of the State network. These agreements have columns identifying which provisions are mandatory depending on whether the data is Public or Non-Public.

The data classification for this procurement is Non-Public.

The mandatory clauses are identified by the checkmark in the appropriate Public/Non-Public column in each Agreement. Contractor is instructed to review the two agreements and sign and scan as applicable and include with your response.

4.4.5.1 Delaware Cloud Services Terms and Conditions Agreement (CSA)
Services hosted within the State network do not require this agreement.

The CSA is for utilizing offsite or cloud facilities and services in provision of activities for the State. It covers Anything as a Service (XaaS). The link to this agreement is in Exhibit C. There are very specific instructions above the Cloud Service (CS) Terms column on each page of the CSA regarding which combination of provisions are mandatory for Non-Public data. Please review the instructions carefully.

4.4.5.2 Delaware Data Usage Terms and Conditions Agreement (DUA)
The DUA covers proper treatment of State data that is accessible/stored by the Contractor outside of the State network.

In the DUA, requirement DU7 specifies that non-public data (personally identifiable information/confidential information) must be encrypted at rest. If the Contractor is
proposing a solution that will comply with this requirement, please include the following statement in your response to this section:

- “[Contractor Name] is proposing a solution encrypting non-public data at rest.”

In section 4.4.8.1 of this RFP, Contractor must specifically describe how the data will be encrypted as specified in requirement DU7 in the DUA.

**Cyber Liability Insurance**

If the Contractor cannot comply with the requirement to encrypt data at rest, then Contractor must purchase adequate Cyber Liability Insurance. Please include the following statement in your response to this section:

- “[Contractor Name] is proposing a solution will not encrypt non-public data at rest and intends to purchase Cyber Liability Insurance prior to contract signature.”

Please review the Terms and Conditions Governing Cloud Services document in Exhibit C for the insurance coverage schedule. The selected Contractor will present a valid certificate of cyber liability insurance for attachment to the contract prior to contract signature.

**4.4.5.3 Agreement Exceptions**

If Contractor 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 Cloud Services/Data Usage Exceptions table as part of your response to this section. Please include a Comment for each exception stating why you Accept Conditionally or Reject. If you Accept Conditionally, state what controls are or can be put into place to provide for the same or similar level of compliance.

**CSA/DUA Exceptions (Example)**

<table>
<thead>
<tr>
<th>CSA/DUA</th>
<th>Clause #</th>
<th>Response</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSA</td>
<td>CS1-B</td>
<td>Accept Conditionally</td>
<td>We will provide the results of our internal Criminal Background Checks in lieu of the stated requirement.</td>
</tr>
<tr>
<td>CSA</td>
<td>CS4</td>
<td>Reject</td>
<td>Our legal counsel has advised that while we can provide notice to DHSS of pending activity, we can provide no specifics otherwise.</td>
</tr>
<tr>
<td>DUA</td>
<td>DU2</td>
<td>Accept Conditionally</td>
<td>While we can agree to the minimum necessary provision, under exceptional circumstances, our DBA staff may be required to access production datasets for the purposes of data integrity checks or issue resolution. An as-needed, limited term access authorization will be necessary in this situation.</td>
</tr>
</tbody>
</table>
Any exceptions specified will be vetted by DTI prior to contract signature. Individual clauses may be negotiated and updated by DTI. In this case, DTI’s written approval of the negotiated Agreement version will be attached to the final contract.

If the Contractor accepts all clauses as originally specified, Contractor will respond to this subsection with “We accept all clauses in both the CSA and DUA”. Do not include the Template Exceptions table in this situation.

4.4.6 Subcontractor Requirements
Subcontractors are not required to sign the CSA or the DUA; however the primary contractor is expected to hold them responsible to the same or more stringent security requirements to ensure that State data is adequately secured.

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

4.4.8 DHSS-Specific Security Requirements

4.4.8.1 Encryption of Data at Rest
Contractor will describe the method(s) for encrypting DHSS confidential/PII/ePHI data at rest in their proposed solution.

4.4.8.2 Encryption of Data in Transit
All data in transit must be encrypted whether transmitted over a public or private network. Contractor will describe the encryption method(s) proposed.

4.4.8.3 DHSS Data Rights
All DHSS data (Public and Non-Public) related to services provided under this contract will remain the sole property of DHSS. De-identified or derived/aggregated DHSS data is not exempted from this requirement. This provision shall survive the life of the contract. Contractor does not acquire any right, title or interest in DHSS data under this contract. Except as otherwise required by law or authorized by DHSS in writing, no DHSS data shall be retained by the Contractor 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 DHSS; contractor is expressly prohibited from retaining, transferring, repurposing or reselling DHSS data except as otherwise authorized by DHSS in writing; contractor retains no ongoing rights to this data except as expressly agreed to by DHSS in the contract.

4.4.9 UAT and Training Environments
The UAT and Training environments 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 the UAT and Training environments. Lower environments that are secured in the same manner may be exempt from masking requirements as well however this may be subject to DHSS or Federal regulations that override this potential exemption.

4.4.10 Masking of Production Data in Lower Environments

While securing of production data is of critical importance, migration of that data to lower environments presents its own set of challenges as lower environments typically are not as secure as the 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 and there is no identifiable method of translation back to the original values. If there are plans to copy production data to a less secure environment, Contractor will describe in detail their proposed masking strategy. If there is no expectation that production data will be copied into less secure environments, Contractor will describe their proposed test data generation plans and state clearly in this section that masking of production data is not required under this proposal.

4.4.11 Offsite Project Work

DHSS will permit project work to be done offsite, within the United States and its territories. For offsite work, DHSS 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 Contractor is proposing offsite project work, Contractor must specifically address each of the bulleted items below in this section of the proposal. Otherwise, Contractor will respond to this section as follows: “No offsite project work proposed.”

Note: For the purposes of this section, the Contractor 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 Contractor.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by Contractor staff or subcontractors.
- For offsite subcontractor or Contractor 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. DHSS prefers that the offsite project manager be a Contractor.
employee. Please refer to RFP Section 4.1 for normal Contractor staffing requirements.

- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by DHSS.
- Provide a description of prior Contractor organization experience with use of offsite Contractor 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 DHSS will only provide management of this project and Contractor resources through the on-site project manager. All management/relationships with offsite resources, whether Contractor staff or subcontractors, will be handled by the respective bidding organization.
- Describe how the system components will be tested and staged during customization/development. For DHSS-hosted solutions, DHSS requires that 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. DHSS 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. Contractors may propose additional environments as necessary or recommended for their solution.

4.4.12 Offshore Prohibitions

Offshore is defined as not being within the United States or its territories. Offshore storage and transmission of DHSS data is prohibited. Onshore project data and project artifacts including backup and recovery files in any form shall not be accessed by offshore staff and shall not be copied, processed, transmitted or moved offshore. Contractor is permitted to engage offshore resources including sub-contractors as specified in section 6.2.6 for development and lower level (unit & integration) testing only. Contractor is prohibited from using State data in any form even if masked or obfuscated for offshore testing. All aspects of User Acceptance Testing and production operations will take place onshore.

The provisions in this section extend to development, maintenance & operations services, hosting services, technical support services and any other subsequent services under this contract. Violation of any provision in this paragraph will be considered breach of contract. Contractor shall respond with their understanding of and their intent to comply with the requirements in this section.

4.4.13 Other Technical Considerations

DHSS 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, DHSS 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

4.5 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. DHSS encourages the use of a separate reporting environment especially for complex systems or systems with a large concurrent use base. If a separate reporting environment is being proposed, Contractors will include a corresponding system architecture diagram in their proposal.

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

One of the objectives of the system is to establish a Reporting Module. The Reporting Module provides a user-friendly, canned and ad hoc reporting environment with the capability to create reports, graphs and charts or calculate totals, elapsed times and percentages. Report setup offers drop-down menus listing canned or predefined reports that can be configured according to specific dates or date ranges. The Reporting solution must have the capability of exporting files in Excel, csv and pdf formats at a minimum.

• Canned Reports: The Contractor will work with DHSS/DHCQ to design and create the canned reports for the background check system. All reports are to run on demand with optional filters for various criteria including a date range, multiple statuses and other data elements to be defined during the design phase of the project. All reports are displayed on the screen and have an option to export to Excel, csv and pdf formats. Separate sets of reports are to be available to DHSS/DHCQ staff and Employers listed as follows:

**DHSS Staff Reports:**
- Applicants By Facility
- Applications By Facility
- Criminal History Letters Completed Within 4 Business Days
- Facility Fingerprinting Payment/Non-Payment List
- Registered Disqualified Applications List
- Not Eligible but Hired Applications List
- Final Determination Summary (Criminal History)
- Monthly Background Check/Summary Report (Activity Counts)
- Electronic Payment Transaction Report
- Aging Application Status report by Provider
- Master List
- Revenue report
- Rapback Report
Employer Reports:
- Active Applications
- Master List
- All Applications
- Electronic Payment Transaction Report

- Ad Hoc Reports: The system provides the users with the capability to create reports, graphs and charts. The system shall allow the users to select specific data elements to define report criteria and results layout. The results of ad hoc queries can be reviewed on the screen and printed upon demand.

4.6 Performance
Performance of the proposed solution within DHSS and State technical environments is a critical consideration. The present data center environment in terms of infrastructure, hardware, power, etc. needs to be reviewed. The selected contractor will be 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.

4.7 Customizable COTS Solutions
If bidding a purely custom solution, please respond to this section as follows: “Bidding a custom solution. COTS customization limitations are N/A.”

COTS Customization in this regard is the application of new or custom features unique to this contract that are beyond the resident configuration functions of the system. This involves the development of new or modified code for this purpose.

DHSS’ interest is in prevention of scope creep by limiting customization features applied to a proposed COTS solution. In this vein, the DDI scope must be governed by the functional requirements and the system design documented in deliverables signed off by both parties. Suggested features and functions outside of this must follow the change control approval process. If they are approved, from a project control standpoint, their development should be moved to a separate phase of the project after the originally designed functionality has been successfully implemented.

Bidder will describe how they apply project controls towards the successful implementation of their COTS solution within time and budget constraints.

4.8 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, full backups or dataset reloads are appropriate.

4.9 Disaster Recovery
Locally Hosted Systems
DHSS has contracted with Vital Records, Inc. as the offsite media storage contractor for backup media. DHSS contracts with Sungard Recovery Systems for cold site services.
Disaster recovery tests are conducted every six months for the Biggs Data Center Environment. 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.

**Remotely Hosted Systems**
For systems hosted offsite, bidders will describe at a high level their disaster recovery arrangements as it would apply to this contract, the frequency of recovery testing and expectations as far as DHSS staff participation in this testing.

### 4.10 Specific Project Tasks
Contractor will be expected to address the following requirements in their proposal in detail. Emphasis is on the limited availability of DHSS 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. DHSS versus contractor responsibilities must be delineated.

#### 4.10.1 General Requirements

1) DHSS prefers that the proposed solution be a cloud solution. Vendor must include details of any cloud-based Background Check solutions they have.

2) If the vendor proposed solution is an on-premises solution, include details about all site and hardware requirements for the solution. The site details must include power, cables, UPS and environmental conditions. The hardware details must include server specifications, processor, RAM, and hard disk space. Include a list of all servers needed along with any special ports needed for telecommunications. A network/architectural diagram must be included showing communications between all components in the proposed solution.

3) The proposed Background Check System must be a web application that is accessible by internal users (DHSS staff) and external users (Providers/Employers).

4) The proposed solution must be scalable in anticipation of integration and interface with additional partners and to support growing volume of data. Vendor must identify any scalability limitations for the proposed solution.

5) Response time of the proposed solution must be within a reasonable amount of time. The selected vendor will describe the method for response time performance testing.

6) A requirement of the new background check system is that it must be easy to use, well organized, and simple to navigate. The system must provide users with clear notifications or error messages and well-explained data validation.

7) Enhanced keyword search capabilities will be available to quickly retrieve existing employer, applicant and background check information.
4.10.2 Functional and Technical Requirements

1) The proposed solution must include comprehensive web interface to allow integration and interaction with existing systems within DHSS and systems of external entities. It is strongly preferred that the solution is customizable to adapt to the web services currently used by external entities. The proposed system must fully integrate and interface with the state registries and State and Federal law enforcement systems and databases as listed:

**Adult Abuse Registry**

*Overview*
DHQC maintains an Adult Abuse Registry (AAR) listing of all persons in the State of Delaware who have a substantiated case of abuse, substantiated pending appeal, neglect, mistreatment, and/or financial exploitation in their backgrounds. The data used for the AAR reside in DHCQ Microsoft SQL Server database.

A state website for accessing DHCQ's AAR:

*Assumptions*
There will be no change in the current AAR web service.

*Functional Requirements*
The proposed background check system must be capable of sending identifying applicant information and retrieving response data from the registry. This information shall be displayed on the Dashboard for assessment by users. Outcomes of each AAR check shall be captured in the background check system as a snapshot, for retrieval on demand. This data shall be stored with the applicant’s screening information.

*Technical Requirements*
The proposed background check system must include the capability to send request and accept responses containing the return data through a web interface with AAR. The data from each AAR check must be saved in the background check system database and linked to the applicant and employer. The Dashboard must be able to display the data associated with the user inquiry both at the time of the web interface inquiry and upon demand.

**Certified Nurse Aide Registry (CNAR)**

*Overview*
The Delaware State Certified Nurse Aide Registry (CNAR) provides a list of all Certified Nursing Assistants in the State, as well as the current status of their certification. These statuses include active and lapsed. A person can be flagged because of neglect or mistreatment of residents, or misappropriation of a resident’s property. The CNAR is maintained by Prometric, Inc., through an independent contract with DHSS/DHCQ. It is accessible through an internet webpage: https://registry.prometric.com/registry/publicDE

A state webpage for accessing information about CNAs and the CNAR:
http://www.dhss.delaware.gov/dhss/dltcrp/cnareg.html

*Assumptions*
DHSS/DHCQ will work with Prometric, Inc. to assure the availability of a web interface for querying the Nurse Aide website on search parameters and
returning the same data available from the website, to the background check system.

**Functional Requirements**
The proposed background check system must be capable of sending identifying applicant information and retrieving response data from the CNA registry. This information shall be displayed on the Dashboard for assessment by users. Outcomes of each CNAR check shall be captured in the background check system as a snapshot for retrieval on demand. This data shall be stored with the applicant's screening information.

**Technical Requirements**
The proposed background check system must include the capability to send request and accept responses containing the return data through a web interface with CNAR. The data from each CNAR check must be saved in the background check system database and linked to the applicant and employer. The Dashboard must be able to display the data associated with the user inquiry both at the time of the web interface inquiry and upon demand.

**Delaware Sex Offender Central Registry (SOR)**

**Overview**
The Delaware Sex Offender Central Registry (SOR) includes only those registered sex offenders who have been classified by the courts as moderate-risk or high-risk. Those offenders classified as low-risk are not displayed on the public website. Low risk offenses will be reflected in the criminal history background.

A state website for accessing the Delaware SOR:
https://sexoffender.dsp.delaware.gov/

**Assumptions**
Access to a web service will be provided by DELJIS for communicating the same data available from the SOR website to the background check system. There will be no change in the current SOR web service.

**Functional Requirements**
The proposed background check system must be capable of sending identifying applicant information and retrieving response data from the sex offender central registry. This information shall be displayed on the Dashboard for assessment by users. Outcomes of each SOR check shall be captured in the background check system as a snapshot, for retrieval on demand. This data shall be stored with the applicant's screening information.

**Technical Requirements**
The proposed background check system must include the capability to send request and accept responses containing the return data through a web interface with SOR. The data from each SOR check must be saved in the background check system database and linked to the applicant and employer. The Dashboard must be able to display the data associated with the user inquiry both at the time of the web interface inquiry and upon demand.

**Office of the Inspector General's List of Excluded Individuals (OIG LEIE)**

**Overview**
The Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE) database provides information to the health care industry, patients and
the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid and all federal health care programs. Individuals and entities who have been reinstated are removed from the LEIE. The OIG exclusion LEIE database is available for download from https://oig.hhs.gov/exclusions/exclusions_list.asp (with the exclusion of social security numbers). This webpage also provides links to instructions for use of the database and a list of Frequently Asked Questions. Information about the OIG Exclusion Program is available at: https://oig.hhs.gov/exclusions/

Assumptions
There are no assumptions for OIG.

Functional Requirements
The proposed background check system must be capable of downloading data from the LEIE Downloadable database. The database needs to be automatically refreshed on a periodic basis. This information shall be displayed on the Dashboard for assessment by users. Outcomes of each OIG registry check shall be captured in the background check system as a snapshot, for retrieval on demand. This data shall be stored with the applicant's screening information.

Technical Requirements
The proposed background check system must include the capability to schedule periodic downloads of the LEIE database in a process to store it in a local table of the background check system database. The background check system shall require the ability to automatically check applicant information against fields contained within the LEIE downloaded database. The Dashboard must be able to display the data associated with the user inquiry both at the time of the web interface inquiry and upon demand.

Child Protection Registry

Overview
The Department of Services for Children, Youth and their Families (DSCYF), Child Protection Registry contains the names of individuals who have been substantiated for incidents of abuse or neglect since August 1, 1994. The primary purpose of the Child Protection Registry is to protect children and to ensure the safety of children in childcare, health care, and public educational facilities. Upon formal submission of an inquiry about an applicant, DSCYF staff research the registry and generate a response letter to report the result of their search to background check system, available for viewing. A state website for accessing information about the Child Protection Registry: http://kids.delaware.gov/fs/fs_cpr.shtml

Assumptions
There will be no change in the current Child Protection Registry web service.

Functional Requirements
The proposed background check system must be capable of sending identifying applicant information and retrieving response data from the Child Protection Registry. This information shall be displayed on the Dashboard for assessment by users at the Employers with Human Resources access level processing a background check on the applicant. Outcomes of each Child Protection Check, including the PDF response letter, shall be captured in the background check system as a snapshot, for retrieval on demand. This data shall be stored with the applicant's screening information.

Technical Requirements
The proposed background check system must include the capability to send inquiry data on each applicant/Employer pair and accept data returned from the Child Protection Registry. The data from each registry check must be saved in the background check system database and linked to the applicant and employer. The Dashboard must be able to display the PDF response letter associated with the user inquiry both upon demand. The proposed background check system must have the capability to store multiple response letters related to a single inquiry (to allow for corrections and/or appeals).

User security must limit viewing of the DSCYF response letter to users at the Employer Human Resources access level who are assigned to an employer processing a background check on the applicant, and a System Administrator user level (for system maintenance and troubleshooting purposes only).

**Delaware Division of Professional Regulation Online Service (DELPROS)**

**Overview**
The DELPROS license management system provides comprehensive information about licensure for each profession, trade and event that the Division regulates. Queries on an individual professional will return information about their licenses including status and restrictions, as well as any disciplinary information.

**Assumptions**
There will be no change in the current DELPROS web service.

**Functional Requirements**
The proposed background check system must be capable of sending identifying applicant information and retrieving response data from DELPROS system. This information shall be displayed on the Dashboard for assessment by users. Outcomes of each license check shall be captured in the background check system as a snapshot, for retrieval on demand. This data shall be stored with the applicant's screening information.

**Technical Requirements**
The proposed background check system must include the capability to request and obtain License data using web interface. The data from each license check must be saved in the background check system database and linked to the applicant and employer. The Dashboard must be able to display the data associated with the user inquiry both at the time of the web interface inquiry and upon demand.

**Criminal Justice Information System - Rap-Back**

**Overview**
The CJIS Rap-Back System conducts ongoing checks of arrest for employees who have been fingerprinted for employment with long term care employers. The Rap-Back system provides DHCQ with any new arrest information.

**Assumptions**
There will be no change in the current CJIS web service.

**Functional Requirements**
As part of the workflow, upon hiring someone, BCS sends an automated notification to CJIS, including hire date, so that the employee is added on the master list. BCS will receive rapback information and notification when arrest occurs for an employee who exists on the master list. This information
appears on the DHCQ staff dashboard for assessment by DHCQ investigators, supervisors and management.

**Technical Requirements**

The proposed background check system must be capable of receiving response data from the CJIS Rap-Back system, State and Federal rapback data using web interface. This information shall be displayed on the DHCQ staff dashboard. The employee's criminal history information gets created or updated.

**Delaware State Police Server (DSP)**

**Overview**

The DTI/DELJIS virtual environment stores state and federal data related to applicants’ criminal history background checks. The stored data are accessible for viewing through the background check system.

**Assumptions**

DELJIS continues to incorporate the unique BCS identifying number into the demographic information they enter into their fingerprinting software. DELJIS names the PDF documents placed on their server with a file name that consists of: DHCQ BCS identifying code (Applicant ID) of the person the file is reporting on - State vs. Federal Indicator. The DSP will purge individual files from the server after they have been resident for an agreed-upon time frame.

**Functional Requirements**

The proposed background check system must be capable of viewing criminal history report on the DTI/DELJIS virtual environment without saving them to the background check system database. Only DHCQ Investigative staff must be able to view state and federal criminal history reports on the Dashboard for assessment. Based on both criminal history reports, DHCQ investigative users generate applicant determination letters to Employers. The proposed solution must also allow the Employers to print out fingerprinting request forms that include the BCS identifying number for the individual to be fingerprinted.

**Technical Requirements**

The proposed background check system must have the ability to obtain a PDF file located in a secure share on the State Police server and linked to an applicant through the PDF file name. This PDF must be able to be displayed within the background check system for designated users, but not to be stored in BCS.

In the current system, DSP sends information to the existing background check system via web service when background check results become available. The new system needs to be able to obtain from DSP the date when the fingerprint result is received for an individual.

User security must limit viewing of the state and federal Criminal History records to a DHCQ Investigator user level, a DHCQ Supervisor user level, and a System Administrator user level.

*Interface data fields can be provided upon request.*
2) The proposed solution must have the capability to interface with the existing Facility Maintenance system.

**Facility Management System**

**Overview**

DHCQ’s Facility Management System (FMS) is a licensing management system for health care agencies. The data resides in a DHCQ Microsoft SQL Server database.

**Assumptions**

Before production, a data extract will be taken from the FMS or BCC and loaded into the background check system. Thereafter the FMS and the background check system will be synchronized on demand via a web interface.

**Functional Requirements**

The background check system must be capable of linking users and applicants to a specified employer in FMS. FMS is the source data for identification of employers.

**Technical Requirements**

As part of the work on the project, the selected vendor must create an interface with FMS to communicate with background check system. The proposed background check system must include the capability to request and obtain data. Facility data must be saved in the background check system: viewable, searchable and usable in the background check workflow. Facility ID from FMS must be saved as a foreign key for future synchronization.

*Interface data fields can be provided upon request.*

3) The proposed solution must have the capability to accept payments electronically and to interface with the current state mandated electronic payment solution.

**Electronic Payment**

**Overview**

The State of Delaware currently partners with Govolution to use their Velocity Payment System (VPS). VPS provides credit card payment services for state entities seeking to develop web-based applications with a payment component.

**Assumptions**

VPS is the current electronic payment solution upon implementation of the new system. Access to the Govolution product will be provided to the selected vendor and DHCQ will arrange for establishment of the necessary merchant account, if needed. The selected vendor will work with Govolution to create the interface between the background check system and VPS.

**Functional Requirements**

The proposed background check system shall use VPS or the current state mandated electronic payment solution that allows employers to make credit card payments and other forms of electronic payment over the internet for usage of the background check system. Confirmation of payment acceptance or a payment rejection alert must be provided to the user. Tracking of employer charges, payments and balances will be handled through the accounting module.
Interface data fields can be provided upon request.

4) The proposed solution must have the capability to allow users to do a quick check against publicly accessible registries without entering a user id and password.

Quick Applicant Check – The Quick Applicant Check is a functionality where the employer or an individual can use minimal information to electronically query against four BCS registry links that can provide an immediate electronic return, and do not require consent of the applicant to check. The BCS will capture the return data from each of the data sources and display the results on the screen. The new system will allow the use of this feature without requiring an entry of a user id and password.

5) The proposed solution must have the background check system major components which include Employer module, State Division (DHCQ) module, accounting, reporting, system administration and role-based security, and notification.

Employer module
The Employer module involves functionalities that an employer can perform within the background check system. The key component of the Employer module is the application process. The employer initiates the application process to screen potential employees. To begin the screening process, employers will have the ability to search for an existing applicant record in the BCS using a combination of SSN and Date of Birth. If a matching applicant is found, the search will return the applicant's demographic information, which employers will have the ability to review and update (except for SSN or DOB). Upon saving the applicant's demographic information, an "application" instance representing the combination of the employer, the applicant, and the current date will be recorded in BCS. If the search finds an applicant with the specified SSN but a non-matching Date of Birth, then message will appear letting the employer know that there is an applicant on record in the BCS with that SSN, but a different date of birth, and directing the employer to contact DHCQ to resolve the inconsistency. If no matching applicant is found in BCS then the employer will be asked to add a new applicant by typing in enough demographic information on the applicant to allow the Quick Applicant Check functionality to be used. When adding a new applicant, there must be a two-pass or double-entry verification method put in place for the SSN field which will help minimize incorrect entries. Upon saving the demographic information, an "application" instance representing the combination of the employer, the applicant, and the current date will be recorded in BCS. As the employer checks each registry and data source, the return data are captured, and date and time will be recorded. The employer can make a decision to exclude an applicant based upon the registry check information. If an applicant is disqualified from employment after the quick applicant check, the employer can notify the applicant that proceeding further in the BCS is terminated. The employee has a right to appeal a negative hiring decision. However, this appeal process will not be recorded in BCS. Investigative staff can reissue a new fitness determination letter if the appeal changes the initial decision.
The system will have the ability to print out a combined consent form that includes all the necessary applicant identifying information and required consent-form language needed for the laboratory drug test, the DSCYF Child Protection Registry check, and the SBI/FBI Criminal Records Check. The employer must also have the option to print a blank consent form without logging into BCS. After printing the consent form, the employer will obtain the applicant's signatures of consent and acknowledge that consent is received. Acknowledgement that consent is received must be recorded in BCS before allowing the employer to proceed with subsequent background information requests. BCS will generate both drug test information form and criminal history request form, which contain information specific for the application being processed, after payment is received. The drug test and criminal request forms are available for printing only after payment is received. Upon completion of an applicant's drug test, employers must enter drug test information (not the actual result) and decision to proceed in the hiring process. The employer has the ability to reprint the criminal history request form and the drug test information form.

Through BCS, the employer will submit an inquiry to the Child Protection Registry. After processing the inquiry, DSCYF will return the results in the form of a response letter (PDF image file). This information will be displayed on the employer dashboard for assessment for viewing and printing.

Upon completion of an applicant's criminal history check and results are processed through DHQC staff module workflow, the final determination letter will be made available on the employer's dashboard. BCS will maintain a viewable history of all determination letters generated for each application instance.

Upon receiving any Service Letters, a Child Protection Registry response letter, drug test results, criminal history results, and a fitness determination letter, a hiring decision can be recorded. Service letter is not a requirement for hiring. Child Protection Registry response letter, criminal history review and subsequent eligible letter, and Drug test completion are the 3 requirements for hiring someone. If an applicant is hired, this places an applicant automatically on the master employee list by sending notification to DSP which enrolls them into the rap-back system. The employee list is available from the employer's dashboard; it consists of all its active employees enrolled through the BCS in the rap-back system. Each employer will be required to maintain its own active employee list in BCS for Rap-Back. Upon separation of an employee a separation date must be entered for that employee by the employer on the master employee list. This will remove that person from the rap-back system and the master employee list.

At any time during the BCS Application Process, an employer can record the applicant as "withdrawn" from the application instance. BCS must sort the different hiring statuses and generate repeated messages to the employer advising them that they are required to complete the application. After a designated period, the system will be able to automatically update the status of the application.

The employers must be able to update the Applicant profile with the exception of the social security number and birthdate. They also have the ability to add notes to each application and applicant.
Electronic payment is also within the application workflow. The employers must be able to submit payments electronically and receive confirmation that the payments are successful or an alert message if unsuccessful.

The employers are responsible for creating and modifying service letters using BCS on their current and separated employees. There is restriction in the number of times a service letter can be modified. Include the frequency restriction as one of the DHCQ staff user-configurable items in the proposed system, if possible.

The employers must also have the capability to manage facility account settings and public information, add and manage users within their own facility.

**Service Letter**
The Provision for Special Employment Practices requires an employer who operates a health care facility to seek a service letter from all previous employers in the last five years, if the applicant has previous employment. The Service Letter is a specific form that was designed by the Department of Labor. At the time of separation, the provider is prompted to create a service letter. If BCS has any Service Letter on record in the system, the employer will be able to access and review them. This requires that this process be intuitive and user-friendly, as it is self-service. If any previous employers of the applicant are registered users of the BCS, the prospective employer may electronically request a Service Letter through the BCS. BCS will notify the previous employer of the request with a system-generated internal notification and system-generated email. The previous employer will have the ability to complete a Service Letter electronically in the BCS and place it on record for future retrieval by employers. Upon creation of a new Service Letter for an applicant, BCS sends a system-generated internal notification and a system-generated email to employers with an open application instance for that applicant. As part of the BCS record of the application instance, the prospective employer must be able to record whether a Service Letter was reviewed through the BCS or not. After separation, the provider currently may make a change/correction to the existing service letter only one time.

It is preferred for the system to have a capability to enable or disable this component of BCS.

**DHCQ module**
DHCQ module is a feature available to DHCQ staff only. From DHCQ module, staff can view and edit all information about applicants that is entered automatically, by employers and by DHCQ staff. DHCQ staff can merge applicants in the event that a person was erroneously entered twice (using an incorrect social security number). Only DHCQ users will have the ability to search on SSN alone. They will also have access to correct a last name or SSN upon adequately confirming an applicant's correct identity in conjunction with the employer. Alias name entries will be used to store a history of an applicant's name changes/corrections. If errors of SSN or DOB are discovered or located in data stored in the BCS, there will be a process for approved authenticated users to eliminate the records with errors, and to notify the applicant that the records
must be re-entered correctly to be accepted. Hiring status of an application can be updated at a request of an employer.

DHCQ staff has the ability to view criminal history and make determination about eligibility for employment, and notify potential employers. Upon completion of an applicant's criminal history check, the SBI will make the results available for viewing from BCS in the form of two PDF image files: FBI result and State result. Upon review of an applicant's criminal history, a fitness determination letter indicating whether the applicant is disqualified due to his or her criminal history will be generated by a DHCQ investigative staff and made available on the employer dashboard. In some cases, an interim letter will be issued instead, indicating that some further action is needed before a final determination letter can be issued. Upon completion of the necessary actions, the final determination letter will be generated and made available on the dashboard. BCS stores determination, summary and eligibility status.

The new background check system must have the capability to allow DHCQ staff to edit applicant's profile, update the State eligibility status for each applicant, add notes to an application or applicant, manage Letters for employers, view all notifications and re-assign cases to investigators. Cases are originally assigned to investigators automatically by BCS. DHCQ staff must have the system administration capability to: add and manage DHCQ users and facility users; manage system messages, public information, tasks, text templates, workload and audit records; and be able to add SBI number for those with missing SBI number.

**Criminal History**
Criminal history consists of fingerprints results and rapbacks. Fingerprints results are a pre-requisite to being hired. Rapbacks are ongoing notifications of arrests while a person is employed or retained on the Master List. The background check system receives rapbacks automatically and they appear in the dashboard of investigators for processing, like fingerprint results. The purpose of getting rapbacks is to alert investigative staff of arrest and potential disqualifiers of employees in the BCS as these arrests occur. The investigative staff reviews the arrest, makes a determination and creates a letter based on the rapback information. The investigative staff then chooses which employers will receive the letter from a list of employers that have an application for the person who was arrested. Investigative staff sends the Letter to selected employers. Letter is saved in BCS for future retrieval and provider receives system-generated internal notification and system-generated email that letter is available.

**Accounting**
Keeps track of employer charges, payments and account balances. Reports can be generated to provide accounting information for reconciliation or other finance purpose.

**Reporting**
Reports will be displayed for users in BCS with the ability to view and export in excel, pdf and csv format. Canned or predefined reports will be available from drop down or selection menus. All reports will have date range selections to
control the scope of the data. Detailed requirements can be found under Section 4.5 Reporting.

**System Administration and Role-based Security**

There are system administration roles that are within the Employer module and DHCQ module such as user management and account settings. DHCQ staff adds and manages both facility users and DHCQ users including granting of roles. DHCQ staff approves account in IAS and activates employers account in BCS. Once the account is activated, the employer can then change or add which facilities the user is authorized to access. DHCQ staff or designated system administrator must be able to make changes on the Homepage and Letter text templates, manage notifications, manage public information, manage FAQs, change report settings, manage tasks and system messages, monitor system status, modify letter templates, add/modify drop down menus and other configurable items. The solution must also provide detailed audit trails of all users’ activity to ensure that the information it provides is not used inappropriately.

**Viewing and Printing**

The system must have the capability to allow users to view and print letters and forms while within the application and investigation workflows, and on demand. The forms, letters and reports must be viewable and printable/reprintable in at least pdf, excel and csv format. It is important that the employer can print the Fingerprint form and the Drug Test form and re-print them upon demand.

Currently, there are approximately 25 letters and forms in BCS. Below are examples of PDF files per application.

- Three-part consent form (average of five pages)
- Child Protection Registry Letter (average of one page)
- DHCQ Determination Letter (average of one page)
- Drug Test form
- Fingerprint form
- Service Letter

**Notification**

The new background system must have the capability to send notifications (internal message and email) to employers both from within the application process workflow and from a separate Tab or Tool where notifications can be sent via email. The system needs the ability to allow DHCQ staff to modify the content within the templates used for internal notifications and email notifications.

*Provider Notifications include:*
Service Letter requests and Service Letter availability
Fingerprints collected
State Criminal History received
Federal Criminal History received
Rapback Notification received
Criminal history determination letter availability (Fingerprint and Rapback)
Child Protection Registry letter availability
Warning an application is nearing an administrative closure
Overdues such as fingerprint overdues and hiring in pending status

DHCQ Notifications include:
Pending account activation
Missing SBI number verification

4.11 Project Deliverables

4.11.1 Deliverable Review Process
Each document deliverable must be delivered in soft copy to the DHSS Project Manager. Additionally, DHSS requires that (5) paper copies be delivered as well. Application module deliverables will be delivered and installed by technical staff as agreed to by DHSS. DHSS 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 DHSS 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 or request that specific revisions be applied. DHSS may also request in writing a short extension to the review timeframe until a specified date. The Contractor shall have five (5) business days to revise the document as requested by DHSS. DHSS shall have three (3) business days for subsequent reviews as necessary. These review timeframes may be modified as necessary for a specific deliverable (i.e. complex deliverables may require greater review time) but must not adversely affect the critical path in the baseline Project Plan. Review timeframe modification requests must be made in writing by either DHSS or Contractor staff to the Project Director or Project Manager. These requests will be approved or rejected at the sole discretion of the Project Director or Project Manager.

For solutions hosted at the Biggs Data Center, specifically for each application module deliverable, the source code (or executable in the case of COTS products) will be delivered to DHSS. The Contractor is responsible for installation in the specified test environment with the assistance of DHSS technical staff. The Contractor is responsible for ensuring that each module deliverable can be tested by DHSS staff.

Both document and application module deliverables will be reviewed by DHSS and will require formal approval from the Project Director or Project Manager, Technical Manager and Functional Manager prior to milestone approval and invoicing. Formal approval of a deliverable constitutes DHSS approval of the final version. Both types of deliverables will be accompanied by a Deliverable Acceptance Request (DAR) – see Exhibit I. The goal for the deliverable review process is to complete the review in a maximum of two (2) cycles. However, review will need to extend beyond the second cycle if a deliverable still has 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 DHSS in a sequential manner. A deliverable will not be accepted for review until the preceding deliverable has been approved. This provision does not prohibit the Contractor from working on multiple deliverables at the same time.

### 4.11.2 Project Deliverables by Phase

Project deliverables are as follows. Milestones are indicated with the Mn designation.

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<th>Phase</th>
<th>Project Deliverables &amp; Milestones (M1-6)</th>
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Except for the initial and final project phases above, Contractor may propose a different sequence of phases and deliverables. Schedule E1 of Exhibit E (Project Cost Forms) must reflect this different sequence.
4.11.2.1 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. In Phase 1, all deliverable documentation will be initially introduced in an “Outline and Sample Contents” template submitted by the contractor. DHSS staff will approve each template. These templates may also be subject to federal review as well. Each deliverable will follow its respective approved template design.

The deliverables in this phase are:

Deliverable: Baseline Project Plan and Product Roadmap (Agile)
This mandatory deliverable is the first update of the project plan submitted with the proposal of the selected Contractor. See Section 6.2.4 for a description of this deliverable.

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

The Product Roadmap will provide a prioritized, high-level view of product requirements. At a minimum, it should include a timeline, features to be released, and goals or expected outcomes.

Deliverable: Document Templates
This is a mandatory deliverable. Contractor must work with DHSS 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 DHSS. Each deliverable document will be submitted in the agreed upon template format.

A section of this document shall include the deliverable review process agreed to by DHSS and Contractor. This can be a restatement of Section 4.12.1 of this RFP or if the stated RFP process has been modified in any way, it must be documented in this deliverable.

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

4.11.2.2 Phase 2

Deliverable: Requirements Traceability Matrix (RTM)
This is a mandatory deliverable. Tracing forward, it is a matrix tracing the business requirements through detailed design, test scripts for SIT and UAT and the verification scenarios used to prove out the functionality of the implemented system. Tracing backward, it can be used for issue analysis and defect tracing. This is a living document that is updated as then project proceeds through its different phases.
Deliverable: Business Requirements Document (BRD) and Product Backlog (Agile)
This is a mandatory deliverable. This document consolidates the business requirements agreed upon from a series of requirements gathering sessions hosted by the Contractor. 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.

The Product Backlog describes all work required to complete the project, and it is prioritized by business value and risk. The Product Backlog will serve as a primary driver for the Release Plan, and it will list all features, functions, requirements, enhancements, and fixes for future releases. The Product Backlog should include the following for backlog items: Description, Priority, Estimate, Value, Story (Y/N) Story Points, Sprint, Acceptance Criteria, Release Number and Date.

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 diagram(s) and other system specifications as agreed upon.

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

4.11.2.3 Phase 3

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: Risk Management Plan
This is a mandatory deliverable. This is a plan for managing risks that could slow or derail the project. The plan should list all project risks and include the following: Description, Probability of Occurrence, Impact, Exposure, Timeframe, Risk ID#, Response Plan, Trigger, and Owner.

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 issues and defects over time. The Test Plan must describe the approval process for code promotion from SIT to UAT and from UAT to Production.
The Contractor is responsible for providing UAT test scripts along with each application module deliverable.

**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 Resource Allocation Matrix which is a schedule showing staff name, training type/class name, dates and times. It must also include a mechanism for surveying 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 DHSS approval of the implemented system.

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

4.11.2.4 Phase 4

**Deliverable: Completed SIT**

This deliverable consists of formal DHSS approval of System Integration Testing as outlined in the Test Plan.

**Deliverable: Completed Training Prior to Go Live**

This deliverable consists of formal DHSS approval of Training prior to go-live as outlined in the Training Plan. This will include a training effectiveness survey conducted towards the conclusion of training that will make recommendations on post go-live training.

**Deliverable: Completed UAT**

This deliverable consists of formal DHSS approval of User Acceptance Testing as outlined in the Test Plan.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M4) minus 20% holdback may be invoiced.

4.11.2.5 Phase 5

**Deliverable: Production System Acceptance**

This deliverable consists of formal DHSS approval of the implemented production system that functions according to the approved design. This coincides with the onset of the warranty timeframe.

The Contractor will supply one year of warranty support after formal DHSS approval of the implemented system. *The first two months of warranty support will be on-site.* The warranty timeframe provides for issue resolution, bug fixes and system functionality
problems with the new system. This support is included in the firm fixed price. Ongoing support costs may start to accrue at the onset of the warranty timeframe.

All issues identified during the warranty timeframe will be documented and vetted to determine if they are project defects traceable to agreed-upon system functionality. The Contractor will resolve these project defects at no charge to DHSS. A prioritized list of warranty defects will be maintained until all are resolved. Unresolved defects may be removed from this list only by agreement by DHSS. Non-warranty defects or change requests outside of project scope will be maintained on a prioritized M&O change list. Any defects identified after the warranty timeframe will be maintained on the prioritized M&O change list.

4.11.2.6 Phase 6

**Deliverable: Conclusion of Warranty**
The Contractor will deliver an Implementation/Warranty Closeout Report two weeks prior to the conclusion of the warranty timeframe that discusses overall system health, user satisfaction, on-going issues and challenges and recommendations for future changes/enhancements.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M6) may be invoiced. The total M6 payment is the sum total of the holdbacks from milestone payments M1 thru M5. See section 7.2 for details on project payments.

4.12 Project Expectations
Contractor will be expected to address the following requirements in detail. Emphasis is on the limited availability of DHSS 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.

4.12.1 Site Requirements
For DHSS-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.

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

**DHSS Hosted Solutions**
Contractors 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 DHSS 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
- 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. Contractor 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 Contractor will be accomplished through the use of SSL VPN. If Contractor expects or requires remote access for proper implementation and/or support of their solution, the proposal must detail the exact nature of the remote access required and why it cannot be accomplished through other means. Contractor 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 Contractor 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 Contractor 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 Contractor. If proposing open source software, Contractor 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. Contractor will describe how their proposal's components are consistent with the current environment. Contractor 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). DHSS
wishes to leverage the existing infrastructure at the Biggs Data Center to the extent possible. Contractor will describe how their system will take advantage of the existing infrastructure. All proposals (and/or their attendant integration suggestions) will be evaluated for their fit into the current environment. Utilization of this infrastructure will be a factor in proposal evaluation.

In addition to the required environments listed above, additional staging areas may be proposed at the discretion of the contractor. Contractor 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

**4.12.2 Environment Responsibilities**
Contractor will propose which party (DHSS 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 DHSS hosted solutions are usually shared but must be clearly documented in the contact. For DHSS hosted solutions that will be maintained by the contractor, contractor is expected to maintain all regions under the direction of IRM.

**4.12.3 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.

**4.12.4 System Integration Testing**
This is a developer-controlled region where developers directly test functional areas of the application comprising one or modules. Developers will create test scripts. Users will not have access to this environment. This environment should be backed up. If this environment is locally hosted, IRM should be consulted for large scale batch runs that could affect other systems. To the extent possible, the Contractor 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 DHSS has formally approved SIT test results.

**4.12.5 User Acceptance Testing (UAT)**
System users directly test functional areas of the application as a precursor to production migration. This region is maintained by the Contractor. 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.

Each system module will undergo UAT by DHSS prior to production implementation. DHSS and Contractor are jointly responsible for developing UAT test scenarios. However, DHSS is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT DHSS staff will be at DHSS’ discretion. Acceptance criteria for approval will be documented and based upon the RTM. Additional acceptance criteria beyond what is specified in the RTM may be specified by DHSS, documented and agreed to prior to the start of UAT. Contractor cannot be held responsible for criteria that is not properly documented. Upon formal DHSS approval of all UAT scenarios in a module, it may 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 DHSS. This testing must be completed and the results approved by DHSS prior to production implementation.

As UAT is a responsibility of DHSS, Contractor 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. Contractor will not be involved in the evaluation of the testing results or in the actual approval process.

4.12.6 Production Implementation
Prior to implementation, the Contractor will produce an implementation plan document to be reviewed and approved by DHSS. 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 DHSS approval of this document.

4.12.7 Legacy Data Conversion
Legacy data conversion is a requirement under this contract. The business will have to consider what legacy data is necessary for conversion and what legacy data can be archived. If data will be archived, a retrieval solution must be designed and implemented. Consideration must be given to ETL (Extraction, Transformation and Loading) processes for conversion. The Contractor will be required to provide a data model in Microsoft Visio format. 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.

The quality of the legacy data must be assessed. Assuming that data cleanup will be necessary, Contractor will indicate in this section what data cleanup processes they will be responsible for and what processes DHSS will be responsible for. Data cleanup must be completed prior to UAT and should be substantially complete as early as possible in SIT. This must be reflected in the baseline Project Plan.
Data in the existing background check system, named Background Check Center (BCC), will be migrated into the new background check solution without loss of any data/information. The new system must have the ability to retrieve and use the migrated data within the background check application workflow. All historical data in the retired system, named Criminal Background Check (CBC), will be conserved in the current storage for future retrieval or view on demand.

**4.12.8 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 DHSS 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.

**4.12.8.1 System User**

Contractor will be responsible for the training of DHSS employees and for train-the-trainer training of employers 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.

**4.12.8.2 Technical**

Contractor will be responsible for training DHSS 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.

**4.12.9 Maintenance and Operations (M&O)**

Contractor 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.

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

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

If the product is a COTS customizable solution, Contractor 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.

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

**Contractor Maintained Applications Hosted at the Biggs Data Center**

For Contractor maintained solutions hosted at the Biggs Data Center, the Contractor will be responsible for version releases in the SIT, UAT and Production environments at Biggs. Production releases 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 Contractor -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. Contractor will address their M&O implementation strategy in this section so that it satisfies this requirement.

4.12.10 **Documentation**

The Contractor 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 Contractor is also responsible for providing sufficient technical system documentation to permit DHSS to maintain the application.

4.12.11 **Escrow Agreements**

For COTS & SAAS solutions (where the code will not become the property of DHSS), DHSS requires proof of a software escrow agreement. Contractor 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, Contractor will have a data escrow or equivalent agreement in place. If the solution includes a third party hosting contractor providing Platform As A Service (PAAS), Contractor will describe their business continuity agreement with this contractor.

4.12.12 **Copyrighted/Proprietary Software Inclusion**

For solutions being developed with federal funds, there is a federal requirement that DHSS provide a complete copy of the end product(s) to other States upon request. If this includes any of the Contractor’s copyrighted/proprietary software, the license terms for this software must be disclosed as they would for any other 3rd party products necessary...
for development and operations. Contractor will describe any inclusion of their copyrighted/proprietary software into their proposed solution and will affirm in this section that their solution will comply with the federal transfer requirement with no restrictions. DHSS reserves the right to reject proposals with solutions that do not comply with the federal requirement.

4.12.13 Miscellaneous

Additional System and Data Security requirements

1) The proposed solution must abide by the minimum system security requirements such as requiring users to acknowledge the System Use Notification prior to gaining access to the system.
2) The selected vendor must agree to sign security documents indicating that they understand and will comply with all state and federal regulations concerning criminal history security.
3) The proposed solution must have appropriate security measures to control access by authorized personnel.
4) The proposed system is designed with multitier security and various safeguards to ensure data integrity such as data validation, error-checking, and data entry time stamps. System security and administration is controlled for the employer, DHCQ, and participating agencies for each module. Firewall protection secures the system from unwanted intrusion and securely handles multiple users.
5) Data encryption applies to data at rest and data in transit.
6) The proposed solution must allow concurrent user access to program data, controlled by the user profile and function level access. It must also have a READ-ONLY level of access which does not include viewing of State and Federal criminal history.
7) The proposed solution must require for a unique User ID and Password and must have the capability to allow the users to reset their own passwords. Password must age and expire on staggered schedules.
8) The selected vendor will describe their security vulnerability management solution including their frequency of vulnerability scanning. Remediation will be applied in accordance to a pre-defined State of Delaware remediation schedule.

Additional Documentation requirements

1) The proposed solution must be supplemented with the following system architecture documentation:
   - Database layouts and architecture
   - Data Dictionary
   - Cross matrix of additional application software and third party interdependencies
   - System component interface specifications
   - Tools required to use the system
2) The proposed solution must be supplemented with the following system reference documentation:
   - Detailed user manuals for Providers/Employers (external users)
   - Detailed user manuals for DHSS/DHCQ staff
   - Detailed user manuals for Administrative/Operations roles
   - Detailed documentation of batch configuration and operation
   - Detailed documentation of error messages, description, and resolution steps
3) Solution upgrades/changes must be accompanied by updated documentation.

**Additional Training requirements.**

1) The selected vendor must develop and document a sustainable training program that meets the DHSS end-user and system administrator needs at initial project implementation and throughout the life of the system. The training program must include on-the-job-support, re-training and new hire training.

2) The selected vendor must create and perform comprehensive Training modules for approved users within DHSS.

3) The proposed solution must have On-line Help available that provides step by step instructions on how to use the solution. This On-line Help will be updated with system upgrades and major releases.

4) The selected vendor will be required to provide on-site training prior to initial live operations on the following areas:
   - User training
   - System administration training
   - Reports generation training

5) The selected vendor must provide full and complete training for DHSS/DHCQ staff.

6) The proposed solution is preferred to have a capability that would require a new user to complete an Online Training program prior to gaining full access to the system.

7) All cost of training must be included in the proposal.

**System Monitoring and Upgrades**

1) The proposed solution should monitor itself for disk usage and throughput issues, alerting the administrator of any abnormalities that may negatively impact system functionality.

2) The proposed solution must have built-in fault tolerance, load balancing, and high availability.

3) The proposed solution should be self-monitoring, providing administrative screens to view logs, track errors, and provide reports as needed.

4) Vendor proposals must include details about all out-year costs for the next five years. This must include maintenance, support, on-site support and licensing.

5) Major releases and upgrades must be available to DHSS and details of associated cost must be included in the proposal.

Web applications must also demonstrate substantial W3C compliance for accessibility and standardization purposes. Finally, the application must demonstrate the capability to be read by screen reading software such as JAWS® or ZoomText®.
5 Proposal Evaluation/Contractor Selection

5.1 Process
DHSS will conduct a three-tiered review process for this project. In the first tier, each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in Exhibit F – Mandatory Submission Requirements Checklist. **Any proposal failing to meet those requirements is subject to immediate disqualification without further review.** All proposals meeting the mandatory submission requirements will be given to the DHSS Evaluation Team.

In the second tier, the Evaluation Team will perform Technical and Business Proposal Reviews. The individual scores of each evaluator will be averaged to determine a final technical score and a final business score. Technical and Business scores will be summed to determine each Contractor’s final proposal score.

After the Evaluation Team completes its initial review and scoring, DTI may choose to review the top two (2) to five (5) scored proposals and provide comments and recommendations to the Evaluation Team which will be used in selecting the contractors to demonstrate their proposed solution.

Contractor may be required to demonstrate their proposed solutions. The demonstrations will be used in the Evaluation Team’s final deliberations.

In the third tier, the Evaluation Team findings will be presented to an Executive Selection Committee. The Executive Selection Committee will review Evaluation Team findings. A potential contractor will be recommended to the Secretary, DHSS. Final selection is at the discretion of the Secretary or a designee.

5.2 Proposal Evaluation and Scoring
The Technical and Business proposals of each Contractor will be evaluated and assigned points. A maximum of 100 total points is possible.

5.2.1 Mandatory Requirements
The Division Director or designee will perform this portion of the evaluation. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy all of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows: Contractor is required to address Section 4 “Contractor Responsibilities/Project Requirements” in detail by subsection and bullet. Contractor is required to follow Section 6 “Contractor Instructions” explicitly and complete all required forms as instructed.

**Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, DHSS reserves the right to waive minor irregularities and minor instances of non-compliance.
5.2.2 Technical Proposal Scoring
Only those Contractors submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored.

5.2.3 Business Proposal Consideration
The business proposal will be reviewed based on the costs submitted as part of the cost worksheet and on the documented stability and resources of the Contractor. Strong consideration will be given to how well the costs in the Project Cost Forms compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. DHSS reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

5.2.4 Contract Negotiation
Prior to contract signature, DHSS or the selected vendor may request to engage in a negotiations process to fine tune contract language to make it more suitable for the project. This process will be used to address the exceptions listed in Attachment 3 of the RFP. Additional or modified contract language would go into a contract addendum document or would be edited into the original document as agreed upon by the parties. DHSS reserves the right to develop performance standards and penalty provisions as part of this process.
6 Contractor Instructions

6.1 Submission Information
All proposals must be submitted via the DHSS e-Procurement portal at https://dhss.bonfirehub.com. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted.

Each submission will contain the following files at a minimum:
- RFP Technical Proposal.doc
- RFP Business Proposal.doc
- RFP Technical Proposal.pdf
- RFP Business Proposal.pdf
- Corporate Confidential Information (as applicable)

Each proposal file in PDF format must be a printable copy. Other files may be submitted separately.

6.1.1 RFP and Final Contract
The contents of the RFP will be incorporated into the final contract and will become binding upon the successful Contractor.

6.1.2 Proposal and Final Contract
The Contractor's proposal will be incorporated into the final contract and be considered binding upon the successful Contractor.

6.1.3 Alternative Solutions
The proposal must contain a single solution, including hardware and software. This is critical in ensuring project success and that project costs are expected, administered and contained. Contractors may propose alternative solutions but only as fully separate proposals that will be evaluated separately. Single proposals containing alternative/multiple solutions will be failed.

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

A. Transmittal Letter
B. Required Forms
C. Executive Summary
D. Contract Management Plan
E. Contractor Responsibilities/Project Requirements
F. Staff Qualifications and Experience
G. Firm Past Performance and Qualifications
The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion of, cost information shall appear in the Technical Proposal or Transmittal Letter.**

### 6.2.1 Transmittal Letter (Section A)
The Transmittal Letter shall identify all materials and enclosures being forwarded collectively in response to this RFP. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work proposed. It must include the following in the order given:

1. An itemization of all materials and enclosures being forwarded in response to the RFP
2. A statement certifying that the proposal files have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the Contractor (by amendment issue date), to warrant that the Contractor is aware of all such amendments in the event that there are any; if none have been received by the Contractor, a statement to that effect must be included
4. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal
5. A statement that certifies pricing was arrived at without any collusion or conflict of interest.

### 6.2.2 Technical Proposal Required Forms (Section B)
Please include the following completed forms in this section. Additional required forms are discussed in sections 6.2.5, 6.2.6 and 6.2.7.

#### Certification Sheet and Statement of Compliance
Exhibit B: These are forms in which the Contractor must certify certain required compliance provisions.

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

#### Contractor Contact Information
Exhibit J: This form must be completed and signed by prospective Contractors.

### 6.2.3 Executive Summary (Section C)
Contractor shall present a high-level project description to give the evaluation team and others a broad understanding of the technical proposal and the Contractor’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 Contractor’s corporate resources, including previous relevant experience, staff, and financial stability must be included. The Executive Summary is limited to a maximum of ten (10) pages.

6.2.4 Contract Management Plan (Section D)
Contractor shall describe the methodology, 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.

High-Level Draft Baseline Project Plan (Section D.1)
As part of the proposal, Contractor must create a high-level draft baseline Project Plan with the following information:
• (For all methodologies):
  1) Tasks, subtasks, dependencies, key dates including proposed dates for deliverable submission, DHSS deliverable approval, Federal deliverable approval (if required) and proposed payment milestones
  2) A separate organization chart with staff names & functional titles
• For Waterfall:
  1) Description at the subtask level including duration and required staff resources (contractor vs. DHSS) and hours
  2) Staffing structure, with a breakdown by activity, task and subtask within the entire project
  3) Resource staffing matrix by subtask, summarized by total hours by person, per month.

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

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

This provides the general format that Contractor must follow when constructing the project plan. Project plan must reflect each deliverable and milestone in the specified format. Review periods as specified in the RFP must be built into the Project Plan. As applicable, federal review timeframes must be included as project tasks. Serial deliverable review periods must be shown - the best way to do this is to link the "DHSS 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 schedule has unresolved issues, DHSS 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 Plan. This is a critical milestone task and all subsequent work will be dependent on the formal DHSS approval of the initial milestone. **Until formal DHSS approval of this milestone, no other billable work on this project should take place. Unless otherwise extended by DHSS, a Baseline Project**
Plan must be submitted for DHSS approval within one month of the project start date. If there is no Baseline Project Plan submitted by this date, DHSS at its sole option may choose to take remedial action up to and including termination of the contract. Therefore, it is critical that this task be completed and approved as soon as possible. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. It will be the contractor’s responsibility to provide complete and accurate backup documentation as required for all document deliverables. The project plan is a living document and it must be updated and presented as part of the periodic status report to accurately reflect current project timelines and task progress. This is mandatory. The updated project plan must include the baseline start and end dates as columns alongside the current task start and end dates. If there are modifications to the project scope, there is a formal DHSS 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.

Contractor staff expertise in MS Project is critical for proper construction and maintenance of this schedule.

**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 *
- Conclusion of Warranty *

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

If Contractor plans to use Agile, at a minimum, they must develop and regularly maintain the following artifacts and ensure DHSS satisfaction with the quality and cadence:

Management Plans:
- Risk Management
- Communications
- Quality Assurance
- Configuration Management
• Security Management

Planning:
• Product Vision
• Team Charter
• Product Roadmap
• Product Backlog
• Release Burndown

Technical:
• Concept of Operations
• Functional Specifications
• Architecture Specifications
• Software Design Specifications
• GUI Mockups (properly annotated)
• Streamlined Architecture
• Lessons Learned

Testing:
• Federal and State Mandated Documents
• System Test Procedures
• System Test Reports
• Performance Test Procedures
• Performance Test Reports

Reports:
• Test and Evaluation Master plan
• Software Requirements Specification
• Sprint Test Report
• Sprint Backlog Baseline
• Sprint Delivery Report
• Defect Tracking
• Agile Requirements Traceability Matrix
• Sprint Burndown
• Automated Testing Reports
• Continuous Integration Build Report

Installation:
• Installation Guide
• Release Notes

End User:
• User Guide
• Online Help
• Training (Instructor-led or CBT)

Given the iterative nature of Agile development, it is likely Contractor will not follow a standard delivery schedule as outlined in sections 4.11.2.
6.2.5 Project Requirements (Section E)
Contractor 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 DHSS staffing considerations in subsections where staffing is mentioned. Please complete Crosswalk of RFP Section 4 form (Exhibit G) and include in this section.

6.2.6 Staff Qualifications and Experience (Section F)
Contractor shall submit a staff skills matrix in their own format to summarize relevant experience of the proposed staff, including any subcontractor staff in the areas of:
- Technical project management
- Planning
- Requirements Analysis
- Development

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

If subcontractors are being proposed, then include the name and address of each subcontractor entity along with an organization chart indicating staffing breakdown by job title and staff numbers on this project. This organization chart must show how the individual subcontractor entity will be managed by your firm as the primary contractor. Any sub or co-contractor entity(s) proposed will need prior approval by DHSS 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.” Please refer to RFP Exhibit A for subcontractor standards.

6.2.7 Firm Past Performance and Qualifications (Section G)
Contractor 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 Contractor’s performance. Please use the Contractor Project Experience form (Exhibit H) to provide this information in this section.

Provide an example of an actual client implementation plan, similar in magnitude to the Background Check System, including staff, dates, milestones, deliverables, and resources.
6.2.8 Policy Memorandum Number 70 (Section H)

Please review DHSS Policy Memorandum Number 70. The link to this document is in Exhibit C. 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, “Contractor does not have an inclusion policy/plan”. The response to this section will have no impact on the scoring of your proposal.

6.2.9 RFP Attachments (Section I)

Please place the completed RFP Attachments in this section of the proposal.

6.3 Business Proposal Contents

The business proposal will contain all project costs along with evidence of the Contractor's financial stability.

6.3.1 Project Cost Information (Section A)

Contractor shall provide costs for the project as outlined in Exhibit E.

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 E1 must include all costs that the selected Contractor will be paid by DHSS under this contract.

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

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

6.3.2 Software and Hardware Information (Section B)

On a separate page of the Business Proposal entitled “Software Licensing Structure” list each module and each third party software application listed in either Schedule E1 or Schedule E4. 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 E1 or Schedule E5. Provide a description of its function and a detailed component list.

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

Procurement Instructions

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

6.3.3 Contractor Stability and Resources (Section C)
Contractor 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 Contractor’s demonstration of its financial solvency and sufficiency of corporate resources is dependent upon whether the Contractor's organization is publicly held or not:

- If the Contractor 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 Contractor'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 Contractor is not a publicly held corporation, the Contractor may either comply with the preceding paragraph or describe the bidding organization, including size, longevity, client base, areas of specialization and expertise, a recent Dun and Bradstreet credit report, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate a determination about the stability and financial strength of the bidding organization; also to be provided is a bank reference and a credit rating (with the name of the rating service); and
- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

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

The requirements from RFP Section III.B General Evaluation Requirements must be addressed and consolidated into this section.
7 Terms and Conditions

The following provisions constitute the terms and conditions of the contractual agreement between DHSS and the Contractor. This section contains terms and conditions specific to this RFP. The general terms and conditions are contained in Exhibit A.

7.1 Professional Services Agreement (PSA or Contract) Composition

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. DHSS will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State.

The term "Contract Documents" shall mean the documents listed in this section that constitute the Contract between DHSS and the Contractor. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

1. Professional Services Agreement (pages 1 – n of this contract)
2. Agency/Division Contract Requirements
3. Signed Business Associate Agreement
4. Signed Cloud Services Agreement and/or Data Usage Agreement (DUA)
5. Contract Addenda
6. RFP Addenda
7. Published RFP
8. Amendment(s) to Contractor Proposal
9. Contractor Proposal
10. Other Ancillary Documents

7.2 Payment for Services Rendered

Services will be bound by a firm fixed price contract. The firm fixed price will be the Total Project Cost shown in Schedule E1 (Exhibit E). Based upon the contractor's satisfactory completion and formal DHSS approval of the identified scheduled payment milestones, the Contractor may invoice DHSS. In the event that DHSS and contractor agree to a project scope modification that involves a change (increase or decrease) to the firm fixed price, a contract amendment will be executed to account for the modification to the firm fixed cost along with any other changes required to the project artifacts.

7.3 Contractor Personnel

At any time and at its sole discretion, DHSS shall have the right to require the Contractor to remove any individual (either Contractor or subcontractor) from his/her assignment to this contract if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. DHSS will notify the Contractor of this issue in
writing and Contractor will immediately comply. DHSS shall not be invoiced for any further work by this individual after this notification. If the Contractor must make a staff substitution for whatever reason, a staff person with equivalent or better qualifications and experience will be proposed to DHSS as soon as possible. This proposed candidate will be subject to the same qualifying procedures as the original candidate. The DHSS Project Director and Project IRM Manager must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor’s choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the proposed replacement staff member can be approved and can assume the vacated position immediately upon its vacancy. DHSS reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet its funding limitations and processing constraints.

7.4 Confidentiality
The contractor shall safeguard any client information and other confidential information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require.

7.5 Contract Transition
In the event DHSS awards the contract to another Contractor, through contract expiration or termination of this contract, the Contractor will develop a plan to facilitate a smooth transition of contracted functions either back to DHSS or to another Contractor designated by DHSS. This transition plan must be approved by DHSS.

7.6 Professional Services Agreement (PSA) Template
This is the statewide template which is the basis for the contract with DHSS. The link to this document is in Exhibit C. Bidders are instructed to review this document. All provisions in this template are to be treated as mandatory. Any exceptions to the PSA must be listed (along with the RFP exceptions) in the RFP Exception Form (Attachment 3).

7.7 Contract Amendments
In the event that it will be necessary to amend the contract, the State will provide requirements to the contractor and the contractor will provide a proposal in response to those requirements. Contractor may be bound to rates detailed in a prior contract. Contractor will attach to their proposal a current copy of the Delaware business license along with signed copies (as applicable) of the DTI CSA and DUA and a signed copy of the State BAA.
Exhibits

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

A. General Terms and Conditions

B. Certification Sheet and Statement of Compliance

C. Website Links

D. Key Position Resume

E. Project Cost Forms

F. Mandatory Submission Requirements Checklist

G. Crosswalk of RFP Section 4

H. Contractor Project Experience

I. Deliverable Acceptance Request (DAR)

J. Contractor Contact Information

K. Criminal Background Check Instructions

The following Exhibits must be completed by Contractor and provided as instructed below.


- Exhibit J - Email to the following RFP Lead address on or before the date of the mandatory pre-bid meeting.
  Dale Matthews
  DHSS_DHCQ_CONTRACTS@delaware.gov

- Exhibit E - Include in the Business Proposal.
Exhibit

A. General Terms and Conditions
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) Certifications, Representations, Acknowledgments

Using Exhibit B, bidding contractors must certify that:

- They are a regular dealer in the services being procured.
- They have the ability to fulfill all requirements specified for development with this RFP.
- They have independently determined their prices.
- They are accurately representing their type of business and affiliations.
- They have acknowledged any contingency fees paid to obtain award of this contract.
- They have included in their quotation all costs necessary for or incidental to their total performance under the contract.
- They will secure a Delaware Business License.
- They will secure the appropriate type and amounts of insurance coverage required by the State. Proof of such coverage will be a requirement of the contract.

3) Right to a Debriefing

To request a debriefing on Contractor selection, the Contractor must submit a letter requesting a debriefing to the Procurement Administrator, DHSS, within ten days of the announced selection. In the letter, the Contractor 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.

4) 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.

5) 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.

- **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 workplace.
  
  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.

9) DHSS Policy Memorandum # 70

Please refer to Exhibit C for the link to this document.

The Contractor 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 Contractor’s procedures must include the position(s) responsible for the PM70 process in the Contractor’s organization. Documentation of staff training on PM70 must be maintained by the Contractor.
Exhibit

B. Certification Sheet and Statement of Compliance
As the official representative for the bidder, I certify on behalf of the agency that:

a. They are a regular dealer in the services being procured.
b. They have the ability to fulfill all requirements specified for development within this RFP.
c. They have independently determined their prices.
d. They are accurately representing their type of business and affiliations.
e. They will secure a Delaware Business License.
f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
k. They (check one) operate ___ an individual; _____ a Partnership ____ a non-profit (501 C-3) organization; _____ a not-for-profit organization; or _____ for Profit Corporation, incorporated under the laws of the State of _________________.
l. The referenced bidder has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
n. They (check one): _______are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

__________________________________________
__________________________________________
__________________________________________

Violations and Penalties:
Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:
1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.

b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

__________________________________________
Date                      Signature & Title of Official Representative

__________________________________________
Type Name of Official Representative
STATE OF DELAWARE BACKGROUND CHECK SYSTEM

PROCUREMENT

STATEMENT OF COMPLIANCE

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

Authorized Signature:___________________________________________________

Title:_______________________________________________________________

Date:_______________________________________________________________
Exhibit

C. Website Links (in alphabetical order)

- Business Associate Agreement (BAA)

- Cloud Services Agreement

- Critical Security Controls
  https://www.cisecurity.org/controls/

- Data Usage Agreement

- DHSS Information Technology Environment Standards

- Enterprise Standards and Policies
  http://dti.delaware.gov/information/standards-policies.shtml

- Information Technology Publications
  http://www.dhss.delaware.gov/dhss/DMS/itpubs.html
  See section entitled “Supportive Documentation for Bidding on Proposals”

- Policy Memorandum 70 on Inclusion
  http://dhss.delaware.gov/dhss/admin/files/PM_70.pdf

- Professional Services Agreement
  http://mymarketplace.delaware.gov/documents/professional-services-agreement.docx?ver=0213

- Terms and Conditions Governing Cloud Services

- The Professional Services Agreement link on the Agency Bid Process Forms page (Award Documents) at
  http://mymarketplace.delaware.gov/agency-forms.shtml

- The State Professional Services Request For Proposal Template on the Agency Bid Process Forms page (Bid Documents) at
  http://mymarketplace.delaware.gov/agency-forms.shtml
Exhibit

D. Key Position Resume
Key Position Resume

Name:_________________ Proposed Project Position:_________________

Number of years experience in the proposed position:_________________

Number of years experience in this field of work:____________________

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

Degree/Certificate Dates of Training/Education
____________________________ ________________________________
____________________________ ________________________________
____________________________ ________________________________
____________________________ ________________________________
____________________________ ________________________________

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

Job/Project:_________________ Position:_________________

From Date:_________________ To Date:_________________

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

E. Project Cost Forms
### E1. Project Costs by Deliverables & Milestones

#### Deliverable & Milestone Cost Schedule

<table>
<thead>
<tr>
<th>Phase</th>
<th>Project Deliverables &amp; Milestones</th>
<th>Deliverable Cost</th>
<th>Phase Cost</th>
<th>20% Holdback</th>
<th>Contractor Invoice Amount</th>
<th>Projected Approval Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Deliverable: Baseline Project Plan and Product Roadmap (Agile)</td>
<td>C2</td>
<td>SUM(C2:C3)</td>
<td>D4*0.2</td>
<td>D4-E4</td>
<td>M1 Date</td>
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<tr>
<td></td>
<td>Deliverable: Document Templates</td>
<td>C3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DHSS Approval of Phase 1 (M1 = 5% of Total DDI Cost)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Deliverable: Requirements Traceability Matrix</td>
<td>C5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: Business Requirements Document / Product Backlog (Agile)</td>
<td>C6</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: Design Specifications Document</td>
<td>C7</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>DHSS Approval of Phase 2 (M2 = 10% of Total DDI Cost)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Deliverable: Communications Plan</td>
<td>C9</td>
<td>SUM(C5:C7)</td>
<td>D8*0.2</td>
<td>D8-E8</td>
<td>M2 Date</td>
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<tr>
<td></td>
<td>Deliverable: Risk Management Plan</td>
<td>C10</td>
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<td>Deliverable: Test Plan</td>
<td>C11</td>
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<tr>
<td></td>
<td>Deliverable: Training Plan</td>
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<td></td>
<td>Deliverable: Implementation Plan</td>
<td>C13</td>
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<tr>
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<td>DHSS Approval of Phase 3 (M3 = 15% of Total DDI Cost)</td>
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<tr>
<td>4</td>
<td>Deliverable: Completed SIT</td>
<td>C15</td>
<td>SUM(C9:C13)</td>
<td>D14*0.2</td>
<td>D14-E14</td>
<td>M3 Date</td>
</tr>
<tr>
<td></td>
<td>Deliverable: Completed Training Prior to Go-Live</td>
<td>C16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: Completed UAT</td>
<td>C17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DHSS Approval of Phase 4 (M4 = 25% of Total DDI Cost)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Deliverable: Production System Acceptance</td>
<td>C19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DHSS Approval of Phase 5 (M5 = 45% of Total DDI Cost)</td>
<td>C19</td>
<td></td>
<td>D20*0.2</td>
<td>D20-E20</td>
<td>M5 Date</td>
</tr>
<tr>
<td>6</td>
<td>Deliverable: Conclusion of Warranty</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DHSS Approval of Phase 6 (M6 = 20% of Total DDI Cost)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Total DDI Cost</td>
<td>SUM(C2:C19)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 DHSS decides to eliminate one or more deliverables from this project, the firm fixed price of the contract would be adjusted by subtracting the cost of the deliverable(s) to be eliminated. Reduction in the scope of an individual deliverable could result in a cost reduction as well. Deliverables that are roughly equal in scope can be swapped in/out in the design phase and maintain the firm fixed price of the contract.

The Total Project Cost shown in Schedule E1 must include all costs that the Contractor 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 DHSS approval.

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

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

Milestone Cost Breakdown
- Mn = Total Cost for Phase n deliverables – 20% holdback
- M6 = Sum of M1 – M5 holdbacks

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

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 DHSS. As applicable, approved change orders shall be bundled into a single deliverable that will be added to the Phase 5 milestone in Schedule E1. 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 DHSS in the State’s or DHSS’ name. Estimated total costs are only to be included in Schedule E4. Hardware will be acquired by DHSS in the State’s or DHSS name. Estimated total costs are only to be included in Schedule E5.
E2. Schedule of Rates for Project Staff

Contractor 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 Contractor for providing additional services to DHSS 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.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Name</th>
<th>Fully Loaded Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Please specify the ACA Safe Harbor Additional Fee and the basis separately on this cost form.
E3. Ongoing Support Cost Schedule

Ongoing support costs are to be listed in the following schedule. Total costs are to be capped at a \( n\% \) inflation rate per year. Support costs may be categorized separately (i.e. Hosting, Tier 2 Support, Maintenance (up to \( n \) hours), etc.) or Contractor may choose to bid a single all-inclusive total support cost per year. Contractor will detail in this section what their responsibilities will be for ongoing support. Years \( 1 - n \) are included in the firm fixed price of the contract. DHSS may choose to amend the contract for \( an \) additional years (in one year increments) of support at its sole discretion.

Year 0 consists of the support cost during the warranty timeframe.

### Ongoing Support Costs

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Year 0</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Category 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Category 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Category ( n )</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Ongoing Support Costs For Base Contract Term (Years 0 – \( n \)):**

\[
\text{\$ ____________}
\]

Estimate of the number of hours required to apply the DHSS customization features to new releases: ____________.

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

\[
\text{\$ ____________}
\]
### E4. DHSS Purchased Third Party Software Schedule

Please list all third party software products required for DDI through M&O. These licenses are for DHSS staff and users only. Contractor licenses are not to be included in this list. DHSS is not responsible for purchasing Contractor developer licenses. DHSS 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. DHSS will purchase the software licenses from a third party, not the Contractor. The software listed here will be evaluated by DHSS technical staff for compliance with State standards.

<table>
<thead>
<tr>
<th>Software Description/Name</th>
<th>Version Number</th>
<th># of Licenses</th>
<th>Required After Go-Live? (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Total Estimated DHSS Purchased Third Party Software Cost $ ________________**

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS understands that with 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 E1.
E5. DHSS 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 DHSS technical staff for compliance with DHSS standards. DHSS will purchase the hardware from a third party, not the Contractor.

<table>
<thead>
<tr>
<th>Hardware Description/Name</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

Total Estimated DHSS Purchased Hardware Cost $ __________________

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS 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 OMB and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

Note: If no additional DHSS purchased hardware is necessary for the proposed solution, please put “N/A” in the first cell in this table.

E6. Financial Schedule
This is not required in the initial submission of the proposal but may be requested during the proposal evaluation process. Double click on the worksheet to activate formulas.
### SYSTEM DESIGN

<table>
<thead>
<tr>
<th>Task</th>
<th>Position Title*</th>
<th>Number of Staff*</th>
<th>Projected Hours*</th>
<th>Salary Cost OEC's</th>
<th>Total Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable: Baseline Project Plan and Product Roadmap</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Deliverable: Document Templates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Deliverable Cost:</strong></td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Phase 1 Cost</strong></td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Phase 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable: Requirements Traceability Matrix (RTM)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Deliverable: Business Requirements Document (BRD)/Product Backlog (Agile)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Deliverable: Design Specifications Document (DSD)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Deliverable Cost:</strong></td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Phase 2 Total</strong></td>
<td>0</td>
<td>0</td>
<td>$</td>
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</tr>
</tbody>
</table>

### IMPLEMENTATION

<table>
<thead>
<tr>
<th>Task</th>
<th>Position Title*</th>
<th>Number of Staff*</th>
<th>Projected Hours*</th>
<th>Salary Cost OEC's</th>
<th>Total Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 3</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Deliverable: Communications Plan</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Deliverable: Risk Management Plan</td>
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<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Deliverable: Test Plan</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable Cost:</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>77</th>
</tr>
</thead>
</table>

---

*Note: OEC's and Total Cost calculations are not provided in the table.*
Exhibit

F. Mandatory Submission Requirements Checklist
## Mandatory Submission Requirements Checklist

<table>
<thead>
<tr>
<th>Mandatory Submission Requirement</th>
<th>RFP Section</th>
<th>Compliance Y or N</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bid is submitted as separate Technical and Business proposal files</td>
<td>6.1</td>
<td></td>
</tr>
<tr>
<td>The proposal contains a single solution in terms of this project</td>
<td>6.1.3</td>
<td></td>
</tr>
<tr>
<td>Contractor/Proposed Subcontractor has appropriate project experience</td>
<td>6.2.7</td>
<td></td>
</tr>
<tr>
<td>Transmittal Letter signed by an authorized representative</td>
<td>6.2.1</td>
<td></td>
</tr>
<tr>
<td>Proposal files have been scanned and are free from viruses and other malicious software.</td>
<td>6.2.1</td>
<td></td>
</tr>
<tr>
<td>Contractor Agrees to Comply with the provisions specified in the General Terms and Conditions</td>
<td>Exhibit A</td>
<td></td>
</tr>
<tr>
<td>Completed Project Cost Forms</td>
<td>Exhibit E</td>
<td></td>
</tr>
<tr>
<td>Firm fixed price contract proposed</td>
<td>7.2</td>
<td></td>
</tr>
<tr>
<td>Proposal includes required resumes</td>
<td>6.2.6 &amp; Exhibit D</td>
<td></td>
</tr>
<tr>
<td>Technical proposal is submitted with a completed, duly signed and dated copy of the Mandatory Submission Requirements Checklist</td>
<td>6.2.2 &amp; Exhibit F</td>
<td></td>
</tr>
<tr>
<td>Completed Crosswalk of RFP Section 4</td>
<td>6.2.5 &amp; Exhibit G</td>
<td></td>
</tr>
<tr>
<td>Completed Contractor Project Experience Form</td>
<td>Exhibit H</td>
<td></td>
</tr>
<tr>
<td>Completed Contractor Contact Information Form</td>
<td>Exhibit J</td>
<td></td>
</tr>
<tr>
<td>Compliance with HIPAA Regulations &amp; Standards</td>
<td>4.3</td>
<td></td>
</tr>
<tr>
<td>DHSS-Specific Security Requirements</td>
<td>4.4.5</td>
<td></td>
</tr>
<tr>
<td>The Project Plan, Templates, BRD, DSD, Acceptance in Prod &amp; Conclusion of Warranty are listed as project deliverables</td>
<td>4.11</td>
<td></td>
</tr>
<tr>
<td>ACA Safe Harbor Additional Fee and basis have been specified in Exhibit E2.</td>
<td>Exhibit E2</td>
<td></td>
</tr>
<tr>
<td>Contractor confirms that PII and/or ePHI is either encrypted at rest OR that they intend to purchase Cyber Liability Insurance.</td>
<td>4.4.4.1.1</td>
<td></td>
</tr>
<tr>
<td>Contractor acknowledges that they have reviewed the CSA and DUA documents</td>
<td>4.4.4.1</td>
<td></td>
</tr>
<tr>
<td>The Contractor has a Supplier Diversity plan currently in place.</td>
<td>Exhibit F</td>
<td></td>
</tr>
<tr>
<td><strong>Note:</strong> The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Contractor has diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors.</td>
<td>Exhibit F</td>
<td></td>
</tr>
<tr>
<td><strong>Note:</strong> The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOES THE CONTRACTOR HAVE A WRITTEN INCLUSION POLICY PLAN CURRENTLY IN PLACE? IF &quot;YES&quot;, 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.</td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Note:</strong> The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title / Company</strong></td>
</tr>
</tbody>
</table>
Exhibit

G. Crosswalk of RFP Section 4
# Crosswalk of RFP Section 4

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Proposal Section Number</th>
<th>Proposal Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Contractor Responsibilities/Project Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 Staffing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2 Project Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3 Requirement To Comply With HIPAA Regulations and Standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4 Requirement to Comply with State Policies and Standards</td>
<td></td>
<td></td>
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<tr>
<td>4.5 Reporting</td>
<td></td>
<td></td>
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<tr>
<td>4.6 Performance</td>
<td></td>
<td></td>
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<tr>
<td>4.7 Degree of Customization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.8 Backup and Recovery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.9 Disaster Recovery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10 Specific Project Tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11 Deliverables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12 Project Expectations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This crosswalk links the numbered RFP sections to the sections and page numbers of the Contractor’s proposal. Contractor must complete this crosswalk completely for each numbered section in Section 4.
Exhibit

H. Contractor Project Experience
## Contractor Project Experience

<table>
<thead>
<tr>
<th>Client</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Location Street Address/City State/ZIP</td>
<td></td>
</tr>
<tr>
<td>Location City/State</td>
<td></td>
</tr>
<tr>
<td>Type of Facility</td>
<td></td>
</tr>
</tbody>
</table>

## Comparable Project Experience

<table>
<thead>
<tr>
<th>Current Status (WIP/Complete)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Budget</td>
</tr>
<tr>
<td>Completed Budget</td>
</tr>
</tbody>
</table>

| Original Schedule |
| Completed Schedule |

### Comments:

Use one page per client. All clients will be used as references and all projects must be completed or work in progress. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer reference familiar with the Contractor’s performance.
Exhibit

I. Deliverable Acceptance Request (DAR)
### Deliverable Acceptance Request (DAR)

<table>
<thead>
<tr>
<th>Division Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Project Phase:</td>
<td></td>
</tr>
<tr>
<td>Project Manager:</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
</tr>
<tr>
<td>Contractor Project Manager:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Date:</td>
</tr>
<tr>
<td>Expected Date of Response:</td>
</tr>
<tr>
<td>Actual hours worked and Cost incurred:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Narrative of findings:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Division Program Name:</th>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Div. IT Liaison Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
<tr>
<td>IRM Name:</td>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
Exhibit

J. Contractor Contact Information
Contractor Contact Information

The following information must be filled out and brought to the mandatory pre-bid meeting. If no pre-bid meeting is being held, please submit this according to the instructions in Section 8.

Multiple contacts may be specified.

Contractor Contact(s)

<table>
<thead>
<tr>
<th>Contact Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Contractor Representative

<table>
<thead>
<tr>
<th>Printed Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit

K. Criminal Background Check Instructions
Criminal Background Check Instructions

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

1. Visit one of the State Police locations listed on the next page. Note: For the New Castle and Sussex locations, appointments may take up to six weeks to schedule.
2. Complete a SBI Personal Criminal History authorization form.
3. Present valid government-issued photo identification, such as a driver’s license.
4. The State fee is $45 and the Federal check fee is $10, payable by cash or debit/credit card. (No personal checks).
5. The State Police will require you to fill out an FBI fingerprint card, which they will return to you after you have completed the fingerprint process.
6. Complete and sign the FBI Applicant Information Form to request the national record check. The form can be found on-line at http://www.fbi.gov/about-us/cjis/background-checks/applicant-information-form
7. Mail the Cover Letter and fingerprint card, along with an $18 processing fee, payable by money order, certified check, or credit card. The FBI turnaround time is 3-6 weeks.
8. When you receive your reports at your home address, DO NOT OPEN THE ENVELOPES. If you break the seal on the envelopes, you will be responsible to go through the process again at your own expense.
9. Either hand-deliver or mail the SEALED FBI and SBI envelopes to:
   DHSS Security Manager
   1901 N DuPont Highway
   Biggs Data Center
   New Castle, DE 19720

   Mark envelopes as CONFIDENTIAL.

The results of the criminal background check will be reviewed and kept completely confidential. The total cost is $73.
<table>
<thead>
<tr>
<th>New Castle County</th>
<th>Kent County (Primary Facility)</th>
<th>Sussex County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Police Troop 2</strong>&lt;br&gt;100 LaGrange Ave&lt;br&gt;Newark, DE 19702&lt;br&gt;(Between Rts. 72 and 896 on Rt. 40)&lt;br&gt;<strong>By appointment only</strong>&lt;br&gt;To schedule an appointment:&lt;br&gt;Phone: 302-739-2528 or Toll Free 1-800-464-4357</td>
<td><strong>State Bureau of Identification</strong>&lt;br&gt;655 Bay Road&lt;br&gt;Blue Hen Mall and Corporate Center Suite 1B&lt;br&gt;Dover, DE 19903&lt;br&gt;Customer Service: 302-739-5871&lt;br&gt;<strong>Walk-ins accepted</strong>&lt;br&gt;Hours of Operation&lt;br&gt;Monday 9AM – 7PM&lt;br&gt;Tuesday – Friday 9AM – 3PM</td>
<td><strong>State Police Troop 4</strong>&lt;br&gt;S DuPont Hwy &amp; Shortly Rd&lt;br&gt;Georgetown, DE 19947&lt;br&gt;(Across from DelDOT &amp; State Service Center)&lt;br&gt;<strong>By appointment only (every other Wednesday)</strong>&lt;br&gt;To schedule an appointment:&lt;br&gt;Phone: 302-739-2528 or Toll Free 1-800-464-4357</td>
</tr>
</tbody>
</table>