



Department of State
**Division of Professional
Regulation**

State of Delaware Professional Regulation

Prescription Monitoring Program
RFP# DOS 11 01-DPRPMP

Request for Proposal

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE FOR A COMMERCIAL OF THE SHELF (COTS) SYSTEM AND RELATED
SERVICES FOR THE ELECTRONIC DATA COLLECTION OF CONTROLLED SUBSTANCES
PRESCRIPTION INFORMATION
ISSUED BY DIVISION OF PROFESSIONAL REGULATION**

I.	Overview	3
II.	Scope of Services	4
	A. Purpose	4
	B. Objectives	4
	C. Management, Administrative and Governance	5
	D. Data Collection from Dispensers	6
	E. Database Management	7
	F. Queries and Reports	8
	G. SecureWeb Services	9
	H. Data Security and Confidentiality	10
	I. Hosting and Managed Services	11
	J. Customer Service	12
	K. Organization and Staffing	13
	L. Application Development Framework	14
	M. Security and Authentication Services	17
	N. Service Level Agreements	20
	O. Scope of Work Checklist	23
III.	Required Information	40
	A. Minimum Requirements	40
	B. General Evaluation Requirements	40
IV.	Professional Services RFP Administrative Information	41
	A. RFP Issuance	41
	B. RFP Submissions	43
	C. RFP Evaluation Process	49
	D. Mandatory Pre-Bid Meeting	52
	E. Contract Terms and Conditions	52
	F. RFP Miscellaneous Information	61
	Appendix A	62
	Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement	63
	Appendix B	64
	Women owned business (MWBE) Reporting	65
	Appendix C	66
	Architectural/Network Diagrams	67-69

I. Overview

The State of Delaware Division of Professional Regulation seeks a COTS system and related services for the Electronic Data Collection of Controlled Substances Prescription Information. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

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

Public Notice	Date: 4/25/11
Written Questions Due No Later Than (NLT)	Date: 5/9/11
Written Answers Due/Posted to Website NLT	Date: 5/11/11
Mandatory Pre-Bid Meeting	Date: 5/13/11 @ 1 PM EST
Deadline for Receipt of Proposals	Date: 5/20/11
Vendor Demonstrations/Hands-On trial period	Date: 5/23/11-5/27/11
Notification of Award	Date: 6/13/11

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Services

A. Purpose

The Prescription Monitoring Program (PMP) consists of a database that includes information for prescriptions that are given in the Code of Federal Regulations, Title 21 under Part 1308-- authorizes the Division of Professional Regulation (DPR) to establish and maintain a program to monitor the prescribing and dispensing of all Schedule II, III, IV and V controlled substances by professionals licensed to prescribe or dispense these substances in Delaware. The purpose of this legislation is to improve the State's ability to identify and stop diversion of prescription drugs in an efficient and cost effective manner that will not impede the appropriate medical utilization of licit controlled substances. 16 Del. C. §§. Code Ann. § 4798 requires dispensers to submit to DPR, by electronic means, information regarding each prescription dispensed for a controlled substance.

B. Objectives

The primary function of the Prescription Monitoring Program (PMP) is to provide for a central repository for all Schedule II-V controlled substance prescriptions dispensed in Delaware. Authorized persons may request information from this repository to assist them in identifying and deterring drug diversion, consistent with 16 Del. C. §§. Code Ann. § 4798. Assuring confidentiality and the security of the data is a primary consideration for this program for all aspects to include data collection, transmission of requests, and dissemination of reports. See 16 Del. C. §§. Code Ann. § 4798. It is the intent of the State to award a single contract.

C. Management, Administration and Governance

The Contract that results from this RFP will be managed by the Department of State, Division of Professional Regulation (DPR). DPR will provide the appropriate guidance and oversight to assure that the Offeror is performing the required scope of work, adhering to all terms of the contract and supporting the goals and objectives of the Prescription Monitoring Program at the Contract level.

1. The State will designate a day-to-day State Contract Manager (CM). The State CM will serve as a liaison between the Offeror for the use of the Master Contract. All pertinent aspects of this Prescription Monitoring Program contract, such as planning and design services, development and integration of applications into the overall Prescription Monitoring Program design, and priority of work will be coordinated through the State CM and approved by the State.
2. The Offeror shall designate a full-time Client Manager who will be responsible for all activities on the Master Contract from the Offeror's perspective. The Client Manager shall meet regularly with the State CM to review Prescription Database Monitoring activity, status and prioritization with the State of planned Prescription Monitoring Program services, Customer service activity, Customer satisfaction survey results, and any issues that need addressing by the State.
3. The Offeror shall be responsible for the development, maintenance and support of Prescription Monitoring Program application. The Offeror will recommend Prescription Monitoring Program services that will provide effective and enhanced State information dissemination to Customers.
4. Administrative management of the Prescription Monitoring Program application, such as planning, design, development and other business management activities are the responsibility of the Offeror.
5. The Offeror will advise the State of any legislation or regulatory procedures that may impact the State's Prescription Monitoring Program objectives or applications as well as any legislation that may be needed to facilitate the achievement of the State's Prescription Monitoring Program objectives throughout the life of the Master Contract.
6. The Offeror shall describe, as applicable to general service issues,
 - 6.1 How service deficiencies will be reported to the State,
 - 6.2 Who is responsible for correction,
 - 6.3 How new service versions will be provided to the State, and
 - 6.4 An understanding that the resolution of any service issue shall be provided at no additional cost to the State.

7. The Offeror shall work with the State to recommend and finalize a governance model that supports the goals and objectives of the State and scope of work within the Contract. This includes established procedures and approvals for timely completion of agreements, oversight, maintenance and operations.

D. DATA COLLECTION FROM DISPENSERS

1. Data shall be collected by the Offeror in the format established by the American Society for Automation in Pharmacy in its ASAP Rules Based Implementation Guide for Prescription Monitoring Programs.
2. The Offeror shall prepare and provide to dispensers any instructions needed to comply with reporting requirements, including technical assistance. DPR reserves the right to review and approve any communication prior to it being distributed to dispensers. DPR will provide the Offeror with a list of dispensers required to report, which will include the dispensers' names and addresses. The composition of the dispensers include:
(189) retail pharmacies, (5) retail non-pharmacy, (3) wholesale, (21) hospitals (440) non-resident pharmacies
(4543) controlled substance registrants (MD, DO's, APN's, PA's)
An updated list of dispensers will be provided as needed to the Offeror.
3. The Offeror shall have a toll-free number and email address by which dispensers may contact the Offeror to resolve problems and receive information concerning data transmission. The toll-free number shall be staffed Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Voice mail access shall be available at all other times. In addition, the Offeror must provide online tutorial education for users
4. The Offeror shall collect all prescription data from all dispensers at regular intervals established by DPR. The Offeror shall document receipt of each data transmission from a dispenser, and acknowledgement to the dispenser of receipt of data transmission.
5. The Offeror must be able to receive electronic prescription information transmitted directly from dispensers, seven days a week, and twenty-four hours per day.

Data collected from the dispensers shall include for each Schedule II-V prescription the following information:

- 5.1. Dispenser name
- 5.2. Dispenser DEA registration number;
- 5.3. Date drug was dispensed;
- 5.4. Prescription number;
- 5.5. Whether prescription is new or a refill;
- 5.6. NDC code for drug dispensed;

- 5.7. Quantity dispensed;
- 5.8. Approximate number of days supplied;
- 5.9. Patient name;
- 5.10. Patient address;
- 5.11. Patient date of birth;
- 5.12. Prescriber DEA registration number;
- 5.13. Date prescription issued by prescriber;
- 5.14. Method of payment.

The Offeror shall collect the electronic data in the ASAP format from dispensers by secure e-mail, i.e., encrypted at both the sender and receiver level, telephone modem, diskette, CD-ROM, tape, secure FTP, Virtual Private Network (VPN) or other agreed upon media.

The Offeror shall also accept written paper reports on a form approved by DPR, provided the dispenser has been granted a waiver by DPR. DPR estimates that less than five (5) percent of the dispensers may request a waiver. The Offeror shall be responsible for providing a form for this purpose to the dispenser. The Offeror shall enter data submitted on paper into the data file within two (2) days of receipt.

- 6. Dispensers under common ownership must be permitted to submit their data in a single, joint transmission, provided each dispenser is clearly identified for each prescription dispensed. The Offeror is responsible for monitoring that each dispenser has submitted data on the required schedule, and for notifying both the dispenser and DPR of any failure to submit.
- 7. The Offeror shall perform data checks to ensure that the data submitted meets the accuracy and completeness threshold established by DPR. The Offeror must ensure the presence of data in 100% of the patient name and address, and date filled fields, and in 97% of the other required fields, and that data in all required fields are valid, e.g., the dispensing date must be greater than the date of birth but less than the current date.
- 8. If a data file submitted by a dispenser does not meet the established threshold for accuracy and completeness of data, the Offeror shall be responsible for notifying the dispenser, specifying the problem with the data, and ensuring that the data is corrected and resubmitted by the dispenser. If the data is not corrected and returned by any DPR established deadline, the Offeror shall report this to DPR.

E. DATABASE MANAGEMENT

- 1. DPR would like to have the option to either Local or Remote host, please specify system capability. The actual database will reside either with the Offeror on the Offeror's servers or Hosted at the State of Delaware Department of Technology and Information. The database and all of the data in the database shall belong to DPR. Offeror is required to provide DPR with a yearly schedule for the escrow of software and data.

2. The Offeror or DPR (depending on the hosting model) shall be responsible for maintaining the computer hardware and software that will be used by the Offeror and DPR for data collection and reporting.
3. The system must provide for Data Normalization for patients with multiple names, addresses, etc...
4. Conversion of Drug Enforcement Agency (DEA) registration numbers: When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser are reported. The system must be able to convert the DEA registration numbers to prescriber and dispenser name, address and registered schedules. DPR will provide the DEA registration database in a format that is agreeable with both parties. The system must allow authorized DPR staff to search all prescriptions that contain unknown DEA Numbers and correct bad DEA numbers through a 'Search and Replace' function.
5. Conversion of NDC (National Drug Code) numbers: The system must be able to convert NDC numbers to drug, name, strength, controlled substance schedule and dosage form; both at the point of data import and also retrospectively upon receiving NDC number updates. The Offeror shall maintain a current reference source of NDC numbers that has been approved by authorized DPR staff.
6. The Offeror shall maintain the information for ten (10) years. All information more than sixteen (16) years old shall be purged.

F. QUERIES AND REPORTS

1. All plans and procedures for reporting data shall be made in consultation with and subject to approval of DPR.
2. Data that has passed the checks for accuracy and completeness shall be accessible by DPR as soon as possible after submission and, at most, no more than seven (7) calendar days after submission.
3. The Offeror shall prepare reports for DPR at each reporting period as per 3.1.4 identifying dispensers that have not submitted a required report and dispensers that submitted a report but the report was rejected.
4. The system must allow authorized DPR staff to search, correlate, query, and match records on all variables contained in the records in order to discover all instances in which the records of a single patient are misidentified as being the records of two or more patients.
The system shall create basic reports, in a format approved by DPR
5. Patient report, to include patient name and date of birth, drug name, date filled, quantity and days supply, and dispenser and prescriber name and address;

Prescriber report, to include prescriber name and address, patient name, drug name, date prescribed and filled, and pharmacy name and address; and,

Dispenser report, to include dispenser name and address, patient name, drug name, date filled, quantity and days supply, and prescriber name and address.

6. DPR will have the option to request ad hoc reports as necessary throughout the life of the contract.
7. The system must be able to identify the number of registered user requests made by user type, reports based on the registered user requests, and system logins/logouts. An exact, unalterable copy of any report must be saved by the system.
8. The system must enable DPR to perform ad hoc queries to respond to requests from other states' primary monitoring authorities, the Delaware Department of Health and Human Services, and licensing boards; to respond to lawful court orders; and for statistical, research or educational purposes. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system. The Offeror shall maintain a historical record of reports created by users and maintained for ten (10) years.
9. The system must have the capability to produce automatic threshold reports and templated notices. The criteria s not yet been determined and may change over time. Expected criteria may consist of number of prescriptions dispensed, number of prescribers used, and number of pharmacies used in a designated time period. A report function for this activity is required and must allow for parameters to be changed.

DPR requires a threshold report template designed by the Offeror that would enable DPR to change the parameters, independent from the Offeror, for producing automatic threshold reports. The Offeror will be asked to assist in defining threshold criteria.
10. The system must provide for Grant Reporting of performance measures and the ability to interface with PMP systems in other jurisdictions.

G. SECURE WEB SERVICES

With over 4,000 reporting dispensers and more than 3,000 authorized users. DPR expects that the system will receive approximately 500-700 requests for information each day. A comprehensive system that is able to meet this anticipated demand is required to successfully manage this program, to keep response times to a minimum, and to provide continuous (24 hour a day) access to authorized users. It is anticipated that after two (2) years of operations that the database may contain approximately 16 million records.

1. The system must provide for an electronic user registration process and must allow DPR to authenticate user registrations before providing login accounts. Users include prescribers, dispensers, regulatory and certain DPR staff. Only registered users will be allowed to request program information. The system must meet the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, in addition to common internet industry standards for privacy and security. Additionally, the system must allow for configuration of multiple level of security access for the different categories of authorized users is required. Examples of such access would include an administrator level for DPR staff, a level appropriate for dispensers/prescribers, and a level appropriate for certain regulatory staff.
2. The system must permit multiple users to be on the system and in the same applications at the same time.
3. The system must provide for custom screens with multiple data filters.
4. The system must permit a registered user to request and receive information, including automatic reports, via the Internet. DPR is interested in enabling registered users to receive reports without intervention by staff for those requests where there is an exact match. The user would automatically receive the report without intervention by DPR staff. This would enable users to access the system 24/7.
When the report does not meet the criteria for an automatic report, it shall be placed in a queue for review, approval, modification, or denial of release by DPR staff. A message informing the requestor that the request is being held for review shall be sent.
5. Manual input of requests: Not all requestors will necessarily have Internet access. DPR staff will need the ability to process requests received by other means, i.e., phone, fax, e-mail, or in person for which DPR will need the ability to query the system to respond to those queries. DPR does not have an estimate of the volume of manual requests anticipated.
6. Ability to communicate with registered users: DPR is interested in the ability to communicate information of interest to registered users of the web-based program through broadcast alerts and/or an information section on the home page.

H. DATA SECURITY & CONFIDENTIALITY

1. The Offeror shall comply with Federal, State of Delaware and DPR privacy and security laws, regulations and rules.
2. For any breach or suspected breach of security of the collected data, the Offeror shall:
 - 2.1. Notify DPR immediately by telephone or e-mail,

- 2.2. Conduct an investigation,
- 2.3. Confiscate and secure any evidence in conjunction with any such occurrences,
- 2.4. Provide DPR with a written report of the investigation within three (3) business days of first learning of the breach,
- 2.5. Subsequently supply a written report outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches, and
- 2.6. Assist DPR, in communication to customers and stakeholders, including testifying, in any proceedings or hearings, which may be undertaken for any security violation.

I. Hosting and Managed Services

1. The Offeror shall host the Prescription Monitoring Program application environment. The Offeror will be responsible for the acquisition and operation of all hardware, software and network support related to the PMP application. The Offeror shall ensure that the PMP application environment is used primarily to meet the objectives set forth by the State of Delaware in this RFP. The technical and professional activities required for establishing, managing, and maintaining the State's Prescription Monitoring Program application are the responsibilities of the Offeror. *The Prescription Drug Monitoring application must be available 24 hours per day, 365 days per year basis, providing around-the-clock service to Customers as defined in this RFP.*
2. The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include redundant Internet connectivity, redundant firewalls, Virtual Private Network (VPN) services, secured remote access methods, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced, application, and web servers, hardware, accelerator, three tier development environment, nightly backups, and monitoring of all services and servers.
3. The Offeror shall provide scalable security solutions for web and Internet services at the network and application level that meet or exceed the State's security standards and policies. Examples may include secure sockets layer certificates, user authentication and single sign on (SSO), application firewalls, intrusion detection system (IDS) monitoring, public key infrastructure (PKI) and digital signatures.

The Offeror shall submit a narrative response and diagram explaining the various elements of the network security architecture of their solution(s) including authentication options, privacy, backup and disaster recovery systems.

4. The Offeror shall ensure that personal and private information held in State government custody and used in projects within the scope of this RFP is neither compromised nor inadvertently exposed. This includes established processes and procedures to ensure that confidential information cannot be accessed by unauthorized individuals.
5. The Offeror shall be responsible for all costs associated with the acquisition and maintenance of the hardware and software, as well as any telecommunications connections between the Offeror's and State's computing environments in support of centralized operations or direct support of the PMP application.
6. If the Offeror chooses to use leased line connections, these connections shall be protected by a network security firewall. If the Offeror proposes to use any public, non-trusted medium (e.g., the Internet), the Offeror shall build and maintain a secure VPN. The Offeror must describe in detail the firewall and VPN design.
7. In all cases, the Offeror shall submit a detailed narrative and system design including the hosted environment and all associated security devices. Modifications to this environment, including configuration changes, hardware or software changes, process changes and/or any variation that may impact the integrity of the submitted design, or compliance with State standards and policies, must be approved.

J. Customer Service

The Offeror shall provide for Customer service help to users of the State's PMP services.

The first contact point for Customer service shall be the Offeror. The Contractor shall resolve all issues related to usage, navigation, applications, or Customer problems regarding the PMP application. Any issues regarding the back-end processing of State applications or State maintained web pages would be forwarded to the help facility within the DPR.

The Offeror shall describe how the following Customer service areas will be addressed:

Telephone and e-mail support shall be available Monday through Friday from 8 am – 5 pm EST. This support shall be offered to all Customers without charge. The Offeror's proposal shall provide a plan to provide telephone and e-mail support for Customers including specific metrics related to staffing, response time to phone calls and e-mails and resolution time for typical inquires and other issues. The

Offeror shall also include a description of how Customer support will be integrated into the design of the application itself.

A record of telephone calls and e-mail questions and their disposition may be requested by the State CM or DPR for review.

Telephone and e-mail support requirements include the following:

1. Logging of Customer telephone calls and e-mails to ensure inquiries are properly addressed in a timely fashion.
2. Review of telephone calls and e-mail logs to identify and rectify frequent inquiries.
3. Reporting of telephone calls and e-mail logs to the State on an agreed upon schedule and manner. This includes various reports that will help the State identify Customer issues.
4. On-line Help Information and References (e.g., icons, directories, tutorials, for its services to Customers). The proposal shall describe how the Customers would access and use this information.

The Offeror shall use Customer Relations Management (CRM) tools to track interactions and patterns of interactions between Customers and the State's web portal. The Offeror will analyze this data and develop features and services that will enhance the Customer experience, increase portal utilization and encourage repeat business. The proposal shall describe the Offeror's CRM processes.

The Offeror shall periodically conduct Customer satisfaction surveys for the purpose of determining the level of use, acceptance, and ease of use of Prescription Database Monitoring applications. The Offeror shall, at agreed upon intervals, report to the State on how the issues identified in Customer surveys are being addressed. The proposal shall describe the Offeror's Customer survey plan.

The Offeror shall provide any necessary training, as required, for DPR personnel or Customers of Prescription Monitoring Program application.

K. Organization and Staffing

1. The Offeror shall provide an organization chart reflecting the proposed staffing required to fully execute the State's PMP. A comprehensive staffing plan shall outline Offeror staff responsibilities and office locations necessary to develop the PMP application and manage the PMP environment. The Offeror shall be properly registered to conduct business in the State of Delaware.
2. Offeror will be responsible for all updating of State data production systems. State staff will assist the Offeror in planning and testing all communication connections to State sites. If additional State

government staff assistance is expected for Prescription Database Monitoring activity, that assistance shall be specified in a proposal delivered to the State, specifically by role and involvement.

3. The Offeror and all of Offeror's strategic business partners are required to adhere to and sign all applicable State policies related to technology use and security.
4. The Offeror shall identify all of its strategic business partners who will be involved in any PMP application development and/or operations.
5. The Offeror will be solely and exclusively responsible for the hiring, firing, recruiting, managing, and training of its employees and subcontractors. The Offeror shall agree to undertake such background checks and other procedures reasonably requested by the State.

The State shall have the right at any time to require that the Offeror remove from interaction with State any Offeror's representative who the State believes is detrimental to its working relationship with the Offeror. The State will provide the Offeror with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Offeror shall immediately remove such individual. The Offeror shall not assign the person to any aspect of the contract or future work orders without the State's consent.

L. Applications Development Framework

1. The Offeror shall describe its application development methodology. This description should include, but not be limited to, major project phases, project management processes, lists and descriptions of the project deliverables to be produced. The Offeror must identify all checkpoints within their methodology where State acceptance/signoff is required. In addition, the Offeror must explain how each of the following processes will be performed and what role the State would have in the process:
 - 1.1. **Software Quality Assurance** – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).
 - 1.2. **System testing** – testing conducted to review product code for accuracy of processing as well as accuracy of operation.
 - 1.3. **Acceptance testing verification and validation** - verification that a product meets the specifications and validation that the product meets the Customer's needs.
 - 1.4. **Risk Management** - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.

1.5. Application Maintenance – general updates to a system including service packs and upgrades.

2. Project Management

The Offeror shall describe its project management and execution methodology that delineates how the Offeror will manage the specific tasks and projects under this RFP. The Offeror shall comprehensively narrate how it will manage hosting and Agreements while ensuring completion of the scope of services, and accomplishing the required objectives.

The Offeror shall produce a project schedule for all projects and tasks estimated to be greater than 3 months in duration. The work breakdown structure shall be constructed with sufficient granularity as to facilitate tracking activities on a bi-weekly basis (e.g., activities must have durations less than or equal to 80 hours). The State may review and adjust the installation and implementation schedule in coordination with the Offeror.

The Offeror's Proposal must provide the following:

- 2.1.** A project plan for implementation and ongoing support of the project. Staffing and timelines will be included in the plan. The following phases will be addressed:
- 2.2.** Initialization of project
- 2.3.** System hardware and software implementation
- 2.4.** Application development and implementation
- 2.5.** On-going operations
- 2.6.** The approximate length of time required after award date, before services could be operational.
- 2.7.** Definition of the timeframes for each implementation activity and requirement to be fulfilled.
- 2.8.** A proposed installation schedule that identifies complete installation of all Offeror services.
- 2.9.** Definition of any dependent services that would be the responsibility of the State and the timeframe.

3. Pilot Testing

Before final acceptance of our Prescription Monitoring Program application, the Offeror shall provide a pilot implementation of the service in order for the State to test the proposed service compliance with interfaces, policies and other services. The testing period shall be decided by the State and the Offeror.

4. Integration with Existing Systems

Integration with other States PMP systems is critical to the success of the State's efforts to provide a Regional/National System.

5. Data Repository

The Offeror shall describe how it would provide for the storage and management of data that is being utilized to provide services to the public. This requirement includes provision for backup copies of the data, so that reconstruction of lost data does not involve the use of original data sets.

6. Network Topology

In order to provide for adequate network performance, the engineering of network connections between the Offeror's data center(s) and servers, and their respective Internet Service Providers (ISPs) need to be understood. The Offeror shall describe how the data center(s) and/or servers will connect to its Internet Service Providers and how the connection will be established between the Offeror's data center(s) and servers and the Collection from Dispensers. The Offeror must address how the Offeror's facilities and ISP connections will be engineered to maximize end-to-end performance and minimize the number of router hops in reaching Dispensers.

7. State Technical and Architectural Standards

Compatibility and consistency with the State's technical architecture will minimize potential problem areas relative to interfacing with legacy state systems. These standards can be found here: <http://dti.delaware.gov/information/standards-policies.shtml>

Variation from these standards and policies or from commonly accepted practice must be specifically detailed.

The Offeror shall describe its current web development strategy, tools used in support of existing Internet site projects, and future plans for web development tools.

8. Software and Documentation Policy

The Offeror shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Offeror and the State. The cost of the escrow account must be borne by the Offeror. The Offeror shall agree to the following terms associated with all software, except third party licenses, associated

with any applications or systems developed under this proposal: The State shall have the option, upon termination or expiration of the contract awarded under this RFP, in connection with all application and portal software, documentation and source code (whether originally developed by the Offeror or a third party), but not software or documentation created by third parties and purchased by Offeror, together with any software updates or upgrades made by the Offeror over the life of the contract, but excluding third party software, documentation, source code, object code, and updates, to exercise one or more of the following:

- 8.1 Contract with Offeror for a software license and ongoing support upon mutually agreeable terms and conditions; or Select a new Offeror and elect to have new Offeror support all existing systems; or Operate all existing systems under a perpetual software license including the transferable interests in any third party software licenses at the end of the Master Contract at no cost to the State.
- 8.2 The Offeror shall allow the State to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by the Offeror under the terms of the State's Contract.

M. Security and Authentication Services

1. Offerors shall comply with and adhere to the State IT Security Policy and Standards where applicable. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DTI.Delaware.gov . The Offeror must sign the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement found in Appendix A of this RFP when contract signed.

The Offeror shall:

- 1.1. Ensure that State information is protected with stringent security measures.
- 1.2. Promote and maintain among the Offeror's employees and agents an awareness of the security needs of the State's information,
- 1.3. Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of by means of information technology,

- 1.4. Ensure that appropriate security measures are put in place to protect the Offeror's internal systems from intrusions and other attacks, whether internal or external, e.g., message interception, tampering, redirection, or repudiation.
2. The Offeror shall fully describe its approach to security, including but not limited to, the use of firewall hardware and software and how these will be configured its network. The Offeror shall submit a narrative response explaining how its proposal addresses each element of the security infrastructure.

The Offeror shall describe how it would:

- 2.1. Assure confidentiality of data;
 - 2.2. In transit – provide the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a malicious attack;
 - 2.3. In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;
 - 2.4. Assure integrity of data – determine how to maintain data integrity and Customers' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution;
 - 2.5. Maintain access control – determine method needed to prohibit Customers from accessing data or computer facilities unless such access was expressly approved by the DPR;
 - 2.6. Provide authentication – determine how to provide robust authentication services; and
 - 2.7. Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.
3. The Offeror shall provide diagrams that detail its schema for network, server, and transaction security (**see Appendix C**). The State requires data confidentiality, as through the use of standardized and widely distributed tools such as Secure Sockets Layer (SSL). The State requires data confidentiality, integrity and non-repudiation of transactions. The State expects the transaction to be protected in transit through the use of either private leased-lines or VPNs. Full audit trails must be maintained for transactions. Access controls must also be strictly enforced and audited.
4. Any and all remote administration of the hardware, operating system, or application software will require approved authentication techniques such as the use of strong, dual-factor authentication. The State requires that any and all remote support be conducted from within the United States unless otherwise specifically approved.

5. For payment transactions made through Internet sites, the Offeror shall describe how it will ensure that transaction information is secured through encryption, authentication, and other standard payment card operating procedures to ensure that card information remains secure. The Offeror shall describe how it will prohibit Customers from accessing State data, unless such access is expressly approved by the appropriate State authorities. The Offeror shall describe how it will maintain and ensure data integrity and Customer confidentiality and privacy. The Offeror must use State approved e-Payment Gateway services, currently Govolution (www.govolution.com).
6. The security requirements of this section shall continue to apply to all State information in the possession of the Offeror after the expiration or cancellation of the Contract.
7. Access Identification and Authorization service applications and some Customer services will need to be accessed by a unique identification code assigned to an individual or entity using the service. The Offeror shall describe recommended access security options in its proposal.
8. Privacy and Ownership of Information Protection of personal privacy must be an integral part of the business activities of the Offeror to ensure that there is no inappropriate use of State information at any time. To this end, the Offeror shall comply with the following conditions: Personal information obtained by the Offeror will become and remain property of the State. At no time will any information belonging to or intended for the State be copied, disclosed, or retained by the Offeror or any party related to the Offeror for subsequent use in any transaction that does not include the State. The Offeror may not use any personal information collected in connection with the State's Contract issued from this proposal for any purpose other than fulfilling the State's Contract. The State is the Data Custodian of the data and must approve all access to that data. The Offeror does not have any ownership over data at any time. Privacy policies established by governmental agencies or state or federal law must be complied with. Privacy policy statements as may be developed and amended from time to time by the State will be appropriately displayed on Agency web pages. In particular, the Offeror must provide sufficient security to protect the data of the State. The Offeror shall work with the State CM to identify the appropriate Data Custodians.
9. Access to State Computer Networks

The Contractor shall not connect any of its own equipment to a State Local Area Network/Wide Area Network (LAN/WAN) without prior written approval by the State.
10. The Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's

LAN/WAN, as directed and coordinated with the State CM or as deemed appropriate by the State.

11. Physical Security

At all times at any State facility, the Offeror's personnel shall ensure cooperation with State site requirements, which includes being prepared to be escorted at all times and providing information for the State badge process. Each person who is an employee or agent of the Offeror or subcontractor and not in possession of a State badge, shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

12. Audit Functions

The Offeror shall define the parameters of a comprehensive security audit, such as the Statement on Auditing Standards No. 70. The State will review and must approve the comprehensiveness of the proposed security audit. The Offeror shall arrange to have this audit conducted by an unbiased third party at no additional cost to the State. The Offeror shall submit the name and background of the third party auditor in the Proposal to this RFP. The Offeror shall provide the State its plan for correcting or remedying any audit exceptions identified as a result of the security audit within sixty (60) days of completion of the audit. The Offeror shall describe its plan for independent security audits and provide technical specifics relative to those audits.

N. Service Level Agreements

1. The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for the development and on-going operations of Prescription Monitoring Program application.
2. Given the magnitude and possible scope of the PMP Contract, it is important that the Offeror and the State enter into a contractual relationship that succinctly defines service level agreements and commitments. It is the intent of this section to specifically define the minimum SLA criteria that is required by the State. The technical requirements that are presented throughout this RFP represent the State's minimum requirements. The Offeror shall detail in the RFP Proposal its understanding of and agreement to comply with the requirements each category, including how the Offeror will comply. The Offeror shall consider carefully the infrastructure and other resources that will be required to meet these SLAs.
3. Monthly reports will be used to verify and analyze Offeror conformance with the defined service level agreements. The State shall have

access to all performance data, in raw and processed form, for the purpose of SLA verification.

4. Offeror will measure and report on at least a monthly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means.

This SLA shall address performance of PMP application availability. Availability includes the hardware, system software, telecommunications and shared interface applications.

4.1. Security Management

This SLA shall address performance of security management. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

4.2. Application Availability

This SLA shall address performance of the PMP application provided by the Offeror where the impact to the Customer community is isolated to the specific application and not all other applications on the host server.

4.3. Availability

The State's PMP application must be operational and available to Customers 24 hours a day, 365 days per year. The only exception will be for predefined systems administration and maintenance agreed upon within the defined Service Level Agreements. Individual applications may be unavailable based on the individual Agency legacy application operational schedule. Scheduled downtime must be coordinated with and approved by the State with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during off-hours. The Offeror must describe its approach and experience on availability and the scheduling of routine maintenance downtime.

4.4. Network and Server Performance Measurement

Monitoring and measuring the end-to-end performance experienced by Customers can be facilitated by network management and monitoring tools. Offeror shall describe how it proposes to obtain measurements and report on an ongoing basis on the performance experienced by Customers from different locations within the network. Performance management tools must provide an integrated and time-synched mechanism with which the State and the Offeror can monitor server and network performance of all aspects of the transaction, excluding any client-side performance monitoring. Offeror must include a description of what automated tools will be employed and how on-line access to performance reports will be provided to the State. Also, the Offeror shall describe any use of sub-contractors or outsourced services to perform web site monitoring service functions.

4.5. Disaster Recovery

The Offeror shall establish and maintain an alternative processing arrangement adequate to resume within 24 hours the application's processing services provided under the Contract, in the event the Hosted site or equipment is unavailable due to human error, equipment failure, man-made or natural disaster. Offeror shall describe in detail its approach for alternative processing arrangements; identify its alternative processing site; and its disaster recovery testing cycle.

4.6. Performance Monitoring and Problem Resolution

The Offeror shall describe its plans for performance monitoring and problem resolution. The Offeror shall describe procedures to be included for interfacing and consulting with hardware and software suppliers to identify and correct problems. The Offeror shall perform maintenance at times that will not adversely impact daily operations. The Offeror shall coordinate maintenance schedules and procedures based on the State's requirements. Offeror's plans for regularly performing normal and preventive software maintenance must be included in the proposal.

O. SCOPE OF WORK CHECKLIST

Delaware Division of Professional Regulation is looking for a fully integrated Commercial off-the-shelf (COTS) SYSTEM FOR THE ELECTRONIC DATA COLLECTION OF CONTROLLED SUBSTANCES PRESCRIPTION INFORMATION that includes the application requirements listed in the document below. Selected vendors will be required to provide Demonstrations and a Hands-On trial period. In addition, vendors are required to submit a High Level Project Plan to identify tasks and approach.

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.
 All functionalities listed should be checked in one of three columns:
 YES - indicating that the solution would provide this functionality as proposed standard to the product selected
 NO - indicating the solution would not provide this functionality as proposed and that this functionality would not be possible
 MODIFICATION - indicating that a modification would be required to achieve stated functionality. If this selection is chosen, the solution and pricing must include work involved to make this modification for the final deliverable. The vendor must provide detailed specifications in the comment column.

Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
		Y	N	X	
1	Number of years in business (please indicate in comment field)				
2	Number of Employees in support (please indicate in comment field)				
3	Number of Employees in Programming (use comment field)				
4	Public or Private Firm (please indicate in comment field)				
5	No. of States served with this product (please indicate in comment field)				
6	Average Size (please indicate in comment field)				
7	Largest Customer (please indicate in comment field)				
8	Smallest Customer (please indicate in comment field)				
9	Classroom training				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
10	On-site training				
11	Video training/Online Training				
12	Online user manual				
13	Online support				
14	Toll-free telephone support				
15	Newsletter				
16	On-site visits				
17	User group meetings				
18	Software updates part of maintenance				
19	Programming language used – Java, .Net, etc... (please indicate in comment field)				
20	Operating System used Unix, Windows. (please indicate in comment field)				
21	Database System - Oracle, MS SQL.. (please indicate in comment field)				
22	Data Base Reporting tools - Crystal, SQL, etc... (please indicate in comment field)				
23	Desktop OS supported: Windows				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	XP, Windows Vista, Windows 7 (please indicate in comment field)				
24	Desktop Application supported: MS Office 2K3,2K7, 2K10 (please indicate in comment field)				
25	Portable Device supported: Tablets, Smart Phones, etc... (please indicate in comment field)				
26	Remote access requirements: Browser, Citrix ... (please indicate in comment field)				
27	Web Portal (please indicate in comment field)				
28	Web Registration				
29	Internet				
30	LAN				
31	WAN				
32	Other Access Methods: Wireless, etc... (please indicate in comment field)				
33	Communication management (Issues tracking)				
34	Disaster recovery				
35	Network security				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
36	Project management (please indicate in comment field and in Project Plan)				
37	APPLICATION PERFORMANCE				
38	Offeror solution must meet required inquirer response times for a record. This is a big issue with E-prescribing; the medication history has to be back to the physician in less than 5 seconds otherwise it holds up the office flow. Control substance inquiries don't need to be that fast.				
39	Offeror must have tools to measure and monitor performance.				
40	DATA COLLECTION FROM DISPENSERS				
41	Uses current American Society for Automation in Pharmacy format				
42	Offeror shall prepare and provide any instructions and assistance to dispensers for weekly reporting requirements.				
43	Offeror shall have a toll-free number and email address by which dispensers may contact the Offeror to resolve problems and receive information concerning				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	data transmission				
44	Offeror will provide a Toll-free number shall be staffed Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Voice mail access shall be available at all other times.				
45	Offeror must provide online tutorial education for users				
46	Offeror shall collect all prescription data from all dispensers at least every thirty (30) days, between the 1st and 15th of each month following the month the prescription was filled.				
47	Offeror shall document receipt of each data transmission from a dispenser, and acknowledgement to the dispenser of receipt of data transmission				
48	Offeror must be able to receive electronic prescription information transmitted directly from dispensers, seven days a week, and twenty-four hours per day				
49	Data collected from the dispensers shall include for each Schedule II-IV prescription (see section 2.1.5)				
50	Offeror shall collect the electronic data in the ASAP format from dispensers by secure e-mail,				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	i.e., encrypted at both the sender and receiver level, telephone modem, diskette, CD-ROM, tape, secure FTP, Virtual Private Network (VPN), and other agreed upon media.				
51	Offeror shall also accept written paper reports on a form approved by DPR, provided the dispenser has been granted a waiver by DPR. The Offeror shall be responsible for providing a form for this purpose to the dispenser. The Offeror shall enter data submitted on paper into the data file within two (2) days of receipt				
52	Dispensers under common ownership must be permitted to submit their data in a single, joint transmission, provided each dispenser is clearly identified for each prescription dispensed.				
53	The Offeror is responsible for monitoring that each dispenser has submitted data on the required schedule, and for notifying both the dispenser and DPR of any failure to submit.				
54	The Offeror shall perform data checks to ensure that the data submitted meets the accuracy and completeness threshold established by DPR.				
55	The Offeror must ensure the				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	presence of data in 100% of the patient name and address, and date filled fields, and in 97% of the other required fields, and that data in all required fields are valid, e.g., the dispensing date must be greater than the date of birth but less than the current date.				
56	If a data file submitted by a dispenser does not meet the established threshold for accuracy and completeness of data, the Offeror shall be responsible for notifying the dispenser, specifying the problem with the data, and ensuring that the data is corrected and resubmitted by the dispenser. If the data is not corrected and returned by any DPR established deadline, the Offeror shall report this to DPR				
57	DATABASE MANAGEMENT				
58	DPR would like to have the option to either Local or Remote host, please specify system capability.				
59	The actual database will reside either with the Offeror on the Offeror's servers or Hosted at DPR. The database and all of the data in the database shall belong to DPR. <i>Offeror shall deposit on a quarterly basis the most recent version of the source code and</i>				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	<i>documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Offeror and the State.</i>				
60	The Offeror or DPR (depending on the hosting model) shall be responsible for maintaining the computer hardware and software that will be used by the Offeror and DPR for data collection and reporting.				
61	The system must provide for Data Normalization for patients with multiple names, addresses, etc...				
62	Conversion of Drug Enforcement Agency (DEA) registration numbers: When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser are reported. The system must be able to convert the DEA registration numbers to prescriber and dispenser name, address and registered schedules. DPR will provide the DEA registration database in a format that is agreeable with both parties. The system must allow authorized DPR staff to search all prescriptions that contain unknown DEA Numbers and correct bad DEA numbers through a 'Search and Replace' function.				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
63	Conversion of NDC (National Drug Code) numbers: The system must be able to convert NDC numbers to drug, name, strength, controlled substance schedule and dosage form; both at the point of data import and also retrospectively upon receiving NDC number updates. The Offeror shall maintain a current reference source of NDC numbers that has been approved by authorized DPR staff				
64	The Offeror shall maintain the information for ten (10) years. All information more than sixteen (16) years old shall be purged.				
65	QUERIES AND REPORTS				
66	All plans and procedures for reporting data shall be made in consultation with and subject to approval of DPR.				
67	Data that has passed the checks for accuracy and completeness shall be accessible by DPR as soon as possible after submission and, at most, no more than seven (7) calendar days after submission				
68	The Offeror shall prepare reports for DPR at each reporting period as per 3.1.4 identifying dispensers				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	that have not submitted a required report and dispensers that submitted a report but the report was rejected				
69	The system must allow authorized DPR staff to search, correlate, query, and match records on all variables contained in the records in order to discover all instances in which the records of a single patient are misidentified as being the records of two or more patients. The system shall create basic reports, in a format approved by DPR				
70	Patient report, to include patient name and date of birth, drug name, date filled, quantity and days supply, and dispenser and prescriber name and address				
71	Prescriber report, to include prescriber name and address, patient name, drug name, date prescribed and filled, and pharmacy name and address				
72	Dispenser report, to include dispenser name and address, patient name, drug name, date filled, quantity and days supply, and prescriber name and address				
73	DPR will have the option to request ad hoc reports as necessary throughout the life of				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	the contract.				
74	The system must be able to identify the number of registered user requests made by user type, reports based on the registered user requests, and system logins/logouts. An exact, unalterable copy of any report must be saved by the system				
75	The system must enable DPR to perform ad hoc queries to respond to requests from other states' primary monitoring authorities, the Delaware Department of Health and Human Services, and licensing boards; to respond to lawful court orders; and for statistical, research or educational purposes. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system				
76	The Offeror shall maintain a historical record of reports created by users and maintained for ten (10) years				
77	The system must have the capability to produce automatic threshold reports and templated notices. The criteria have not yet been determined and may change				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	over time. Expected criteria may consist of number of prescriptions dispensed, number of prescribers used, and number of pharmacies used in a designated time period. A report function for this activity is required and must allow for parameters to be changed				
78	DPR wants a threshold report template designed by the Offeror that would enable DPR to change the parameters, independent from the Offeror, for producing automatic threshold reports. The Offeror will be asked to assist in defining threshold criteria				
79	The system must provide for Grant Reporting of performance measures and the ability to interface with PMP systems in other jurisdictions				
80	SECURE WEB SERVICES				
81	DPR expects that the system will receive approximately 500-700 requests for information each day. A comprehensive system that is able to meet this anticipated demand is required to successfully manage this program, to keep response times to a minimum, and to provide continuous (24 hour a day) access to authorized users. It is anticipated that after two (2) years of operations that the database				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	may contain approximately 16 million records				
82	The system must provide for an electronic user registration process and must allow DPR to authenticate user registrations before providing login accounts. Users include prescribers, dispensers, regulatory and certain DPR staff. Only registered users will be allowed to request program information.				
83	The system must meet the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, in addition to common internet industry stands for privacy and security.				
84	The system must allow for configuration of multiple level of security access for the different categories of authorized users is required. Examples of such access would include an administrator level for DPR staff, a level appropriate for dispensers/prescribers, and a level appropriate for certain regulatory staff				
85	The system must permit multiple users to be on the system and in the same applications at the same time				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
86	The system must provide for custom screens with multiple data filters				
87	The system must permit a registered user to request and receive information, including automatic reports, via the Internet. DPR is interested in enabling registered users to receive reports without intervention by staff for those requests where there is an exact match. The user would automatically receive the report without intervention by DPR staff. This would enable users to access the system 24/7				
88	When the report does not meet the criteria for an automatic report, it shall be placed in a queue for review, approval, modification, or denial of release by DPR staff. A message informing the requestor that the request is being held for review shall be sent.				
89	Manual input of requests: Not all requestors will necessarily have Internet access. DPR staff will need the ability to process requests received by other means, i.e., phone, fax, e-mail, or in person for which DPR will need the ability to query the system to respond to those queries. DPR does not have an estimate of the volume of manual requests anticipated				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
90	Ability to communicate with registered users: DPR is interested in the ability to communicate information of interest to registered users of the web-based program through broadcast alerts and/or an information section on the home page				
91	DATA SECURITY & CONFIDENTIALITY				
111	The Offeror shall comply with Federal, State of Delaware and DPR privacy and security laws, regulations and rules				
112	On-going compliance with Federal and State regulations & standards as part of software maintenance agreement				
113	For any breach or suspected breach of security of the collected data, the Offeror shall: <ul style="list-style-type: none"> • Notify DPR immediately by telephone or e-mail • Conduct an investigation • Confiscate and secure any evidence in conjunction with any such occurrences • Provide DPR with a written report of the investigation within three (3) business 				

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All functionalities listed should be checked in one of three columns:

YES - indicating that the solution would provide this functionality as proposed standard to the product selected

NO - indicating the solution would not provide this functionality as proposed and that this functionality would not be possible

MODIFICATION - indicating that a modification would be required to achieve stated functionality. If this selection is chosen, the solution and pricing must include work involved to make this modification for the final deliverable. The vendor must provide detailed specifications in the comment column.

Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	<p>days of first learning of the breach</p> <ul style="list-style-type: none"> • Subsequently supply a written report outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches, and • Assist DPR, in communication to customers and stakeholders, including testifying, in any proceedings or hearings, which may be undertaken for any security violation 				
114	Security Roles/Groups/Access Control Lists				
115	Secure remote access with a web browser				
116	Data encryption at all levels meeting Federal/State standards (HIPAA)				
117	Transaction audit trail				
118	Disaster Contingency Plan/Documentation				
119	Offeror is responsible for Application security code review and auditing				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

All functionalities listed should be checked in one of three columns:

YES - indicating that the solution would provide this functionality as proposed standard to the product selected

NO - indicating the solution would not provide this functionality as proposed and that this functionality would not be possible

MODIFICATION - indicating that a modification would be required to achieve stated functionality. If this selection is chosen, the solution and pricing must include work involved to make this modification for the final deliverable. The vendor must provide detailed specifications in the comment column.

Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
120	Offeror's System Architecture includes Test/Development/Production systems				
121	Offeror's System design must have high level of availability				
122	Offeror must use Change Management Methodology				
123	Offeror must use an Issues tracking database to generate problem tickets				
124	Offeror responsible for all user system notifications and alerts				

III. Required Information

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

A. Minimum Requirements

1. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.

B. General Evaluation Requirements

1. Meets mandatory requirements
2. Appropriateness of proposed solution in terms of Business & Technical Requirements.
3. Organization, Staff Qualifications and Experience with similar projects.
4. Understanding the scope of the project. (Must complete Scope of Work Checklist and provide hand-on demonstrations of product)
5. Project Management Methodology (Must include a High Level Project Plan).

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement website at <http://bids.delaware.gov/>

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Kevin Wright
Delaware Department of State
401 Federal Street Dover Delaware 19904
Kevin.Wright@state.de.us

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

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

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

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3 PM EST on May 20, 2011**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Division of Professional Regulation
RE: PMP RFP
861 Silver Lake Blvd Suite 203
Dover, Delaware 19904**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3 PM EST on May 20, 2011**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **July 30, 2011**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as

defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

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

b. Sub-Contracting

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

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions due no later than **May 9, 2011 by 12:00 PM** will be consolidated into a single set of responses and posted on the State's website at **May 11, 2011 by 12:00 PM** Wednesday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

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

b) RFP Answer Process

All questions and answers will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov> by **May 11, 2011** by **12:00 PM**. Vendors' names will be removed from questions in the responses released.

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

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

17. Notification of Withdrawal of Proposal

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

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

18. Revisions to the RFP

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

19. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

20. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

C. RFP Evaluation Process

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

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to

provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

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

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

a. Criteria Weight

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

Criteria	Weight
Meets Mandatory RFP Requirements	Pass/Fail
Appropriateness of Proposed Solution in Terms of Business & Technical Requirements	40
Organization, Staff Qualifications and Experience With Similar Projects	25
Understanding Scope of the Project	25
Project Management Methodology	10
Total	100%

[Note: Price can only be considered in contract for professional services under §6982(b).]

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team between **May 23, 2011 – May 27, 2011**. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. MANDATORY PREBID MEETING:

A mandatory pre-bid meeting has been scheduled for Friday, May 13, 2011 at 1 PM EST at the Delaware Public Archives Building, Delaware Room, 121 Duke of York St, Dover, DE 19901. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

E. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State shall be for 3 years with 3 extensions for a period of 1YR for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of

Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

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

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

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

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

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware

licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

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

**KEVIN WRIGHT
DEPARTMENT OF STATE
401 FEDERAL STREET
DOVER, DELAWARE 19904**

e. Indemnification

1. General Indemnification.

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

2. Proprietary Rights Indemnification

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

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

- (a)** Procure the right for the State of Delaware to continue using the Product(s);
- (b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

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

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

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in

compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

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

i. Costs and Payment Schedules

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

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j. Penalties

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

k. Termination for Cause.

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

l. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or

other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

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

o. Vendor Activity

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

p. Work Product

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

p. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of

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

q. Applicable Law

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

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

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

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

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

r. Scope of Agreement

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

s. Other General Conditions

- (1) **Current Version** – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of

manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

- (3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

F. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

2. RFP Reference Library

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

3. Definitions of Requirements

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

4. Production Environment Requirements

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

Appendix A

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

Note: The Offeror to execute Appendix A during contract negotiations or following contract award and that an executed Appendix A is *not* required to be submitted with the Offeror's bid.

State of Delaware

DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

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 those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____

Rev. 1/19/2006

Appendix B
Women owned business (MWBE) Reporting

Women owned business (MWBE) Reporting

The Offeror shall provide the State CM with the required MBE reports.

In accordance with Executive Order 14 (Increasing Supplier Diversity Initiatives within State Government), the State of Delaware is committed to supporting its diverse business industry and population. The successful vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to:

- Name of State contract/project
- Name of the MWBE
- MWBE contact information (phone, email)
- Type of product or service provided by MWBE
- MWBE certifications for the subcontractor (State MWBE certification, Minority
- Supplier Development Council, Women's Business Enterprise Council)
- A template used for this reporting may be found at:
http://gss.omb.delaware.gov/omwbe/docs/subcontracting_report.xls
- The Minority and Women Business Enterprise Certification Application may be found at:
http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

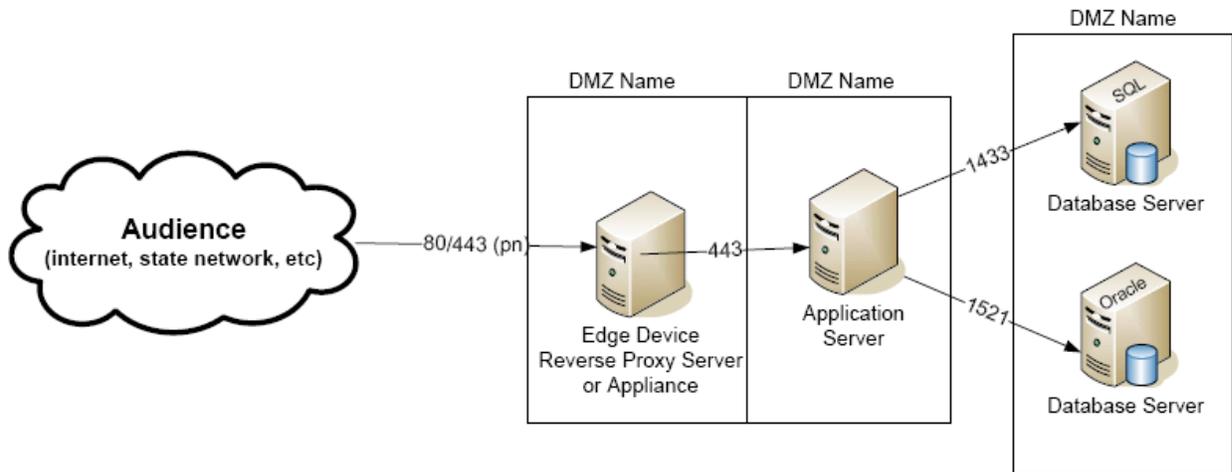
Appendix C
Architectural/Network Diagrams

Architectural Review Board Templates A-C

Must be completed

(Sample Templates Listed Below)

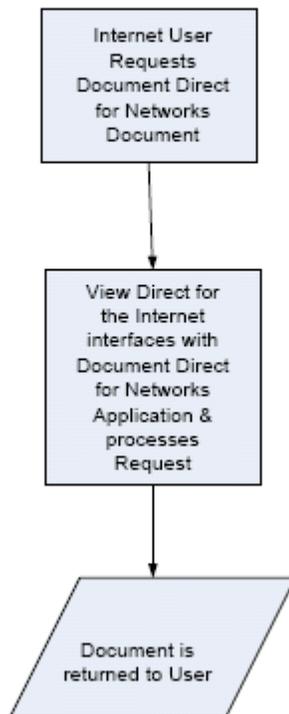
TEMPLATE A – NETWORK DIAGRAM



__ Arrow indicates the direction of the connection initiation. For instance, in this case, the application server is listening on port 443

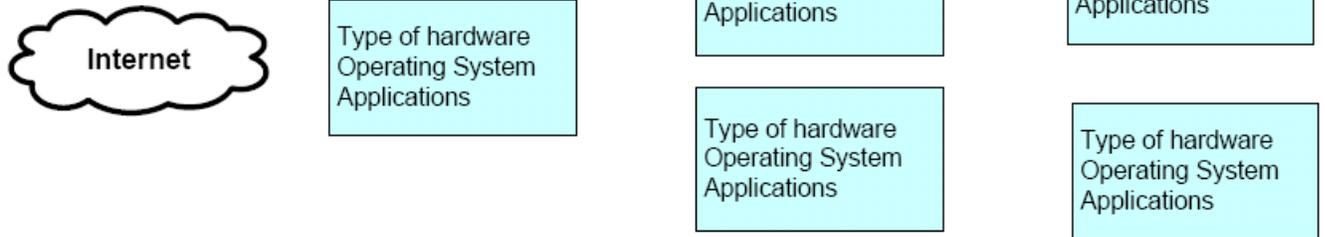
TEMPLATE B – PROCESS FLOW DIAGRAM

End User
Process
Flow



TEMPLATE C- SYSTEM DIAGRAM

Classification: Public/Confidential/Secret/Top Secret



This drawing defines the actual physical environment the system will be using to operate. It should include what physical hardware, what operating system, and what applications are being used at each point. If DMZ's are shown in the network diagram, then firewall devices that define these DMZ's are assumed and do not have to be shown.