



**STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
OFFICE OF THE SECRETARY
1901 N. DuPont Highway
New Castle, DE 19720**

**Scope of Work and Technical Requirements
Appendix B**

REQUEST FOR PROPOSAL NO. HSS-25-023

FOR

Patient Clinical Monitoring, Data Capture, and Alert System

Approved Business Case Number: BC0002680

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1 Project Overview

1.1 Background and Purpose

The State of Delaware (State), Department of Health and Social Services (Department or DHSS) wishes to sign a contract for professional services with a primary contractor (Contractor).

Activity	Schedule
Public Notice	3/16/2026
Deadline for Questions	4/6/2026 @ 4:30 PM EDT
Mandatory Bidder's Meeting	4/20/2026 @ 1:00 PM EDT
Response to Questions Post By:	5/4/2026
Deadline for Receipt of Proposals	5/18/2026 @ 1:00 PM EDT
Estimated Notification of Award	7/31/2026
Estimated Project Start Date	10/1/2026

2 DHSS Program and System Overview

2.1 DHSS

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

- Office of the Secretary
- Division of Substance Abuse and Mental Health
- Division of Child Support Services
- Division of Health Care Quality
- Division of Developmental Disabilities Services (DDDS)
- Division of Public Health
- Division of Services for Aging and Adults with Physical Disabilities
- Division of Social Services
- Division of Medicaid and Medical Assistance
- Division of State Service Centers
- Division for the Visually Impaired

2.2 The Division

DDDS supports individuals with intellectual and developmental disabilities to live their good lives by accessing services they need to thrive in their community. DDDS works to identify and support the unique needs of eligible service recipients by offering access to an extensive network of providers including: employment and pre-vocational services; support coordination and community navigation; assistive technologies; respite; a variety of day and residential programs; and, options for supported living.

Stockley Center, located in Southern Delaware, is a Medicaid certified Intermediate Care Facility for individuals with Intellectual and Developmental Disabilities. The 50 - bed facility provides both intermediate and skilled nursing care for individuals requiring a variety of complex supports and medical needs. Each residential suite is staffed by registered nurses and certified nursing assistants among other ancillary staff members assisting residents to meet their physical, mental, personal and social goals, wishes, and desires. Stockley Center supports a philosophy that all individuals we serve are exceptional people who deserve to live in a supportive and enriching environment that will foster and fulfill their needs, wishes and desires.

2.3 Support/Technical Environment

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

2.3.1 Information Resource Management (IRM)

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

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

2.3.2 Department of Technology and Information (DTI)

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

2.3.3 Division Business Analyst Group

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

3 DHSS Responsibilities

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

3.1 Staffing Roles

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

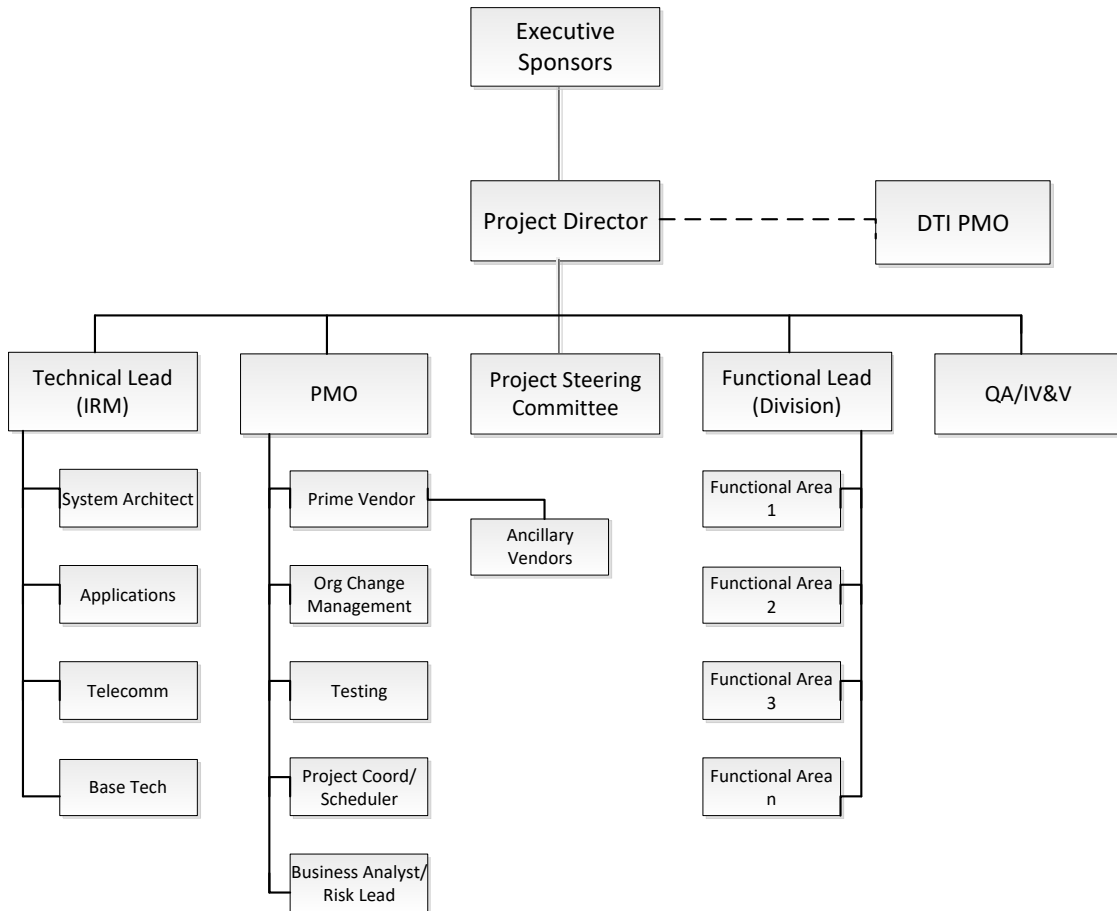
The Project Director will serve as primary coordinator to ensure that Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SME), that project documents and deliverables are thoroughly reviewed, and that approval takes place within agreed upon timeframes. This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

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

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

3.1.1 Project Organization Chart

The following **sample** organization chart outlines the proposed management structure for this project. Proposals **must** include the respondents proposed organizational chart for this project.



3.2 DHSS Staff Participation

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

3.3 Resource Availability

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

3.4 Change Control

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

3.5 Deliverable Review

It is the responsibility of DHSS to perform deliverable review including User Acceptance Testing on all functional aspects of the project. DTI may participate in the review process for certain deliverables. It is the responsibility of DHSS to review all project deliverables in the agreed upon timeframe. DHSS will notify the Contractor of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal DHSS approval.

Likewise, production implementation of each module is contingent upon formal DHSS approval.

3.6 Implementation

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

4 Contractor Responsibilities/Project Requirements

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

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

Contractors must have demonstrated experience and depth in the following areas:

- Successful implementation of the proposed solution in two or more sites similar to the solution being proposed for DHSS.
- Compliance with IDD Federal and Delaware State Rules and Regulations associated with proposed system(s).
- Ensuring interoperability between proposed system and existing State health care solutions, devices, peripherals and any other supporting hardware, software and equipment according to HL7 standards, CMS interoperability requirements, and HITECH and ARRA act provisions.
- Industry standard project management practices applied to the implementation of the proposed system(s).

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

4.1 Staffing

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

- Project Manager
- Business Analysts
- Network Engineer
- Product Technician
- Senior Developers
- Technical Analysts (i.e. DBA, SE, etc.)
- Technical Writer
- Testing Manager
- Trainer

The resumes will be for specific named individuals and will be in the format specified in Exhibit D. Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role. The contractor project manager and other key staff like the Business Analyst(s) may be required to be on site at the discretion of the DHSS project director.

4.1.1 On-Site Staffing Requirement

The following key contractor staff may be required to be on-site at the Biggs Data Center in New Castle, Delaware, as specified by the Project Director:

- Contractor Project Manager
- Business Analyst
- Product Technician
- Network Engineer
- Testing Manager
- Trainer

DHSS and the key contractor staff will work very closely together on this project. This may require an on-site presence. DHSS will provide office space including furniture, phones and network connectivity for all on-site project staff. Contractor will be responsible for all other office necessities including workstation and required software. It is vital for the contractor project manager and key staff to play an active on-site role in the project and be visible and accessible.

4.1.2 Project Director Requirement

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

4.1.3 Project Manager Requirement

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

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

4.1.4 Project Help Desk Staff Requirement

Contractor Help Desk expertise is critical to the success of the system. Staff proposed for this function do not need to be dedicated exclusively to this role. They may serve a primary

role in addition to providing Help Desk coverage. Secondary Help Desk support must be identified in the resume of the staff member primarily bid for another function. Contractor must supply at least a primary and a backup Help Desk function during the UAT, production Implementation and the warranty timeframe. These staff will provide second-level support during DHSS business hours to callers with system issues. The DHSS Help Desk will provide first-level support. This generally includes resolution of issues such as network connectivity, application log in problems and general PC advice. The contractor will provide second level support. This will be more system-specific and require application expertise. Specific system issues may be referred to third-level divisional support for SME expertise.

4.2 Project Management

The contractor must be the prime contractor to develop all the deliverables required by this RFP. The prime contractor will be directly responsible for all project work and performance of any subsidiary, subcontractor or by any other third party. The prime contractor will ensure that all ancillary contractors understand and are responsible for the requirements of this project. If the prime contractor will be utilizing the services of an ancillary contractor under this project, please give an example of language to be used in the sub-contractual agreement to satisfy this requirement.

The contractor must recommend a core team to work with DHSS over the course of the project and must identify other resources needed. A high-level draft baseline project plan must be created and included as part of this proposal.

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

4.3 Requirement to Comply with HIPAA Regulations and Standards

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

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

If the Contractor signs the State BAA, subcontractors will not be required to sign the State BAA.

If the Contractor is a Covered Entity, they will not be required to sign the State BAA. However, in this case, subcontractors will be required to sign a BAA with the Contractor and this document will be attached to the contract. Additionally, if the Contractor does not sign the State BAA, the following language must be added to the contract:

Contractor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof. The parties will perform services that involve the use or disclosure of Protected Health Information (“PHI”) that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the “HIPAA Rules”) issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA Rules shall be referred to as “HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), as each is amended from time to time. As such, each party represents that it shall comply with HIPAA in performance of the services.

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

4.4 Security Requirements

4.4.1 Authorizations

All Contractor staff working under this contract will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost of the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a Contractor staff member be replaced if their CBC result is unsatisfactory. See Exhibit K for instructions on this process.

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

4.4.2 Architecture Requirements

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

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

Technical documentation will be required to be produced as part of the contract negotiations process. These will be submitted to DHSS for attachment to a DTI business case. The business case must be in “Recommended” status prior to contract signature or have a clear indication that the contract can be signed subject to conditions listed in the

business case. The project business case is a DHSS responsibility. Technical documentation includes a final architecture diagram for each system environment (Prod, UAT, etc.), non-proprietary data dictionary and a high-level process flow diagram. This documentation shall be produced at no cost to DHSS prior to contract signature.

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

4.4.3 DHSS Hosting Requirements

This section is only applicable if the solution is being hosted within the State network.

4.4.3.1 Requirement to Comply with State Policies and Procedures

The proposed solution must be fully compatible with the DHSS technical environment. Proposed solutions that are not fully compliant with State standards may be disallowed.

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

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

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

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

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

4.4.3.2 Standard Practices

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

utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI). The link to the Enterprise Standards and Policies is in Exhibit C. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

4.4.3.3 Confidentiality and Data Integrity

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

4.4.3.4 Security Controls

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Contractor is guaranteeing that any systems or software meets or exceeds Critical Security Controls. The link to this document is in Exhibit C.

4.4.3.5 Cyber Security Liability

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

4.4.3.6 Information Security

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

4.4.3.7 Mandatory Inclusions

4.4.3.7.1 Network Diagram

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

4.4.3.7.2 List of Software

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

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

4.4.3.7.3 3rd Party Authentication

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

4.4.3.7.4 Password Hashing

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

4.4.3.7.5 Data Encryption

The contractor must describe the solution's ability to encrypt non-public State data in transit and at rest. Include encryption algorithm(s) and the approach to key management.

4.4.3.7.6 Securing DHSS Data

The contractor must describe how DHSS data will be protected and secured.

4.4.4 Mandatory Inclusions for Cloud/Remote Hosting

This section is only applicable if the data and/or service is not being hosted within the State network.

4.4.4.1 Network Diagram

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

4.4.4.2 List of Software

The contractor must include a list of software (operating system, web servers, databases, etc.) that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The contractor will include a list of browsers

and versions that are officially supported for web applications. The software list will be formatted as follows:

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

4.4.5 DTI’s Terms and Conditions Agreement

DTI’s Terms and Conditions Governing Cloud Services and Data Usage Agreement (“T&Cs Agreement”) must be signed for provision of XaaS and accessing/storing State data outside of the State network. This document has columns identifying which provisions are mandatory depending on whether the data is Public or Non-Public.

The data classification for this procurement is **Non-Public**.

The mandatory clauses are identified by the checkmark in the appropriate Public/Non-Public column in the T&Cs Agreement. Contractor is instructed to review this document and sign and scan as applicable and include with your response.

Paragraph 5 specifies that State PII and/confidential information must be encrypted at rest. If the Contractor is proposing a solution that will comply with this requirement, please include the following statement in your response to this section:

- “[Contractor Name] is proposing a solution encrypting State PII at rest.”

In section 4.4.8.1 of this RFP, Contractor must specifically describe how the data will be encrypted at rest.

Cyber Liability Insurance

If the Contractor cannot comply with the requirement to encrypt State PII and confidential data at rest, then Contractor must purchase adequate Cyber Liability Insurance as specified in paragraph 11 of the Agreement. Please include the following statement in your response to this section:

- “[Contractor Name] is proposing a solution that will not encrypt State PII and confidential data at rest and intends to purchase Cyber Liability Insurance at the proper level and provide a valid certificate prior to contract signature.”

The selected Contractor will present a valid certificate of Cyber Liability Insurance for attachment to the contract prior to contract signature.

4.4.5.1 Agreement Exceptions

If Contractor can only accept a clause with conditions (Accept Conditionally) or does not agree with (Reject) a clause as written, then please fill out the following DTI T&Cs Agreement Exceptions table as part of your response to this section. Please include a Comment for each exception stating why you Accept Conditionally or Reject. If you Accept Conditionally, state what controls are or can be put into place to provide for the same or similar level of compliance.

DTI T&Cs Agreement Exceptions (Example)

Paragraph	Response	Comment
5	Accept Conditionally	We cannot encrypt data at rest. However, we intend to substantially comply with the Cyber Liability Insurance requirement.
7	Accept Conditionally	We will provide the results of our internal Criminal Background Checks in lieu of the stated requirement.

Any exceptions specified will be vetted by DTI prior to contract signature. Individual clauses may be negotiated and updated by DTI. In this case, DTI’s written approval of the negotiated Agreement version will be attached to the final contract.

If the Contractor accepts all clauses as originally specified, Contractor will respond to this subsection with “We accept all clauses in the T&Cs Agreement”. Do not include the Template Exceptions table in this situation.

4.4.6 Subcontractor Requirements

Subcontractors are not required to sign the T&Cs Agreement; however, the Contractor is expected to hold them responsible to the same or more stringent security requirements to ensure that State data is adequately secured.

The Subcontractor Information Form is included as Attachment 6 in the RFP and must be filled out by the Contractor and signed and dated by both the Contractor and Subcontractor. This form will be required for a change in or addition of subcontractors and attached to a contract amendment after contract signature.

4.4.7 Standard Practices

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

4.4.8 Additional Security Requirements

4.4.8.1 Encryption of Data at Rest

If Contractor intends to encrypt State PII/confidential data at rest, please describe the method(s) for encrypting this data.

4.4.8.2 Encryption of Data in Transit

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

4.4.8.3 DHSS Data Rights

All State data (Public and Non-Public) related to services provided under this contract will remain the sole property of the State. De-identified or derived/aggregated State data is not exempted from this requirement. This provision shall survive the life of the contract. Contractor does not acquire any right, title or interest in State data under this contract.

Except as otherwise required by law or authorized by the State in writing, no State data shall be retained by the Contractor for more than 90 days following the date of contract termination. After the 90 day timeframe the following provisions will remain in effect: contractor will immediately delete or destroy this data in accordance with NIST standards and provide written confirmation to the State; contractor is expressly prohibited from retaining, transferring, repurposing or reselling State data except as otherwise authorized by the State in writing; contractor retains no ongoing rights to this data except as expressly agreed to by the State in the contract.

4.4.9 UAT and Training Environments

The UAT and Training environments must be secured at a level equivalent to the security in place for the production environment. It must be sized and architected such that production-sized files can be copied over into UAT. The architecture must be equivalently configured so that performance and load testing will essentially produce the same results and expectations as testing in the production environment. Depending on the type of data (i.e. top secret/highly confidential, behavioral health) and specific security requirements around this data, there may or may not be an expectation to mask field values in the UAT and Training environments. Copying production data into lower environments may be prohibited especially for role-based training. Lower environments with production data that are secured in the same manner may be exempt from masking requirements as well however this may be subject to DHSS or Federal policies and regulations that override this potential exemption or explicitly disallow production data being copied into lower environments. The division DAG will be consulted on what is allowed/disallowed in non-production environments.

4.4.10 Masking of Production Data in Lower Environments

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

4.4.11 Offsite Project Work

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

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

- Provide a detailed description of work to be completed offsite along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.
- Provide an organization chart with job titles of offsite staff and their relationship to the Contractor.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by Contractor staff or subcontractors.
- For offsite subcontractor or Contractor staff, please include the names and resumes of key staff, highlighting prior participation on similar projects. Also provide named or sample resumes for lower-level staff.
- Provide a detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. DHSS prefers that the offsite project manager be a Contractor employee. Please refer to RFP Section 4.1 for normal Contractor staffing requirements.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by DHSS.
- Provide a description of prior Contractor organization experience with use of offsite Contractor staff or subcontractors and provide U.S. client references for that work.
- Provide a detailed description of proposed project manager's experience in directing offsite staff and/or subcontractors.
- Describe your understanding that DHSS will only provide management of this project and Contractor resources through the on-site project manager. All management/relationships with offsite resources, whether Contractor staff or subcontractors, will be handled by the respective bidding organization.
- Describe how the system components will be tested and staged during customization/development. For DHSS-hosted solutions, DHSS requires that all UAT, production and related environments be located at the Biggs Data Center. All system components of these environments including all system libraries and databases will be located in the data center as well. DHSS staff must approve the results of system testing before systems components are migrated into UAT. It is critical that system components are proven to operate in the Biggs Data Center UAT environment prior to promoting the code to production. Remote developers and testing staff may access these environments through VPN. The UAT environment must be the technical equivalent of the production environment to minimize issues with promoted code and/or database changes in production. Contractors may propose additional environments as necessary or recommended for their solution.

4.4.12 Offshore Prohibitions

See Offshore IT Staffing Policy in Exhibit C.

Offshore is defined as not being within the United States or its territories. Offshore storage and transmission of DHSS data is prohibited. Onshore project data and project artifacts including backup and recovery files in any form shall not be accessed by offshore staff

and shall not be copied, processed, transmitted or moved offshore. Contractor is permitted to engage offshore resources including sub-contractors for development and lower level (unit & integration) testing only. Contractor is prohibited from using State data in any form even if masked or obfuscated for offshore testing. All aspects of User Acceptance Testing and production operations will take place onshore.

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

4.4.13 Other Technical Considerations

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

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

Interfaces

The solution must include general interface capabilities in a secure manner, utilizing industry standard interface technologies compliant with HIPAA standards. Interfaces must have the ability to consume and publish data as specified during detailed business requirements utilizing web services, APIs, and HL7 TCP/IP connections over a secure connection (such as an established VPN). The vendor must demonstrate interoperability and security of such interfaces.

Logging Requirements:

Event, audit, and access logging are required for HIPAA and applicable fiduciary compliance according to State and Federal laws and regulations. Logging should comply with at least the following Federal legislation, and any applicable State legislation for the State of Delaware:

•§ 164.308(a)(5)(ii)(C): Log-in monitoring. Implement procedures for monitoring log-in attempts and reporting discrepancies.

•§ 164.312(b): Audit controls. Implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI.

•§ 164.308(a)(1)(ii)(D): Information system activity review. Implement procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.

Such logs should include:

- i) Attempts to Create, read, update, or delete confidential information, including confidential authentication information such as passwords, whether successful or not;
- ii) Attempts to Create, update, or delete information not covered in #1, whether successful or not;
- iii) User authentication and authorization for activities covered in #1 or #2 such as user login and logout, whether successful or not;
- iv) Attempts to Grant, modify, or revoke access rights, including adding a new user or group, changing user privilege levels, changing database object permissions, and user password changes, whether successful or not;
- v) Application process startup, shutdown, or restart;
- vi) Application process abort, failure, or abnormal end, especially due to resource exhaustion or reaching a resource limit or threshold (such as for CPU, memory, network connections, network bandwidth, disk space, or other resources);

Data Retention

The vendor must provide a mechanism by which data is stored and archived according to stakeholders and policy areas. Storage and archival of the data must be done in a secure fashion according to State and Federal laws, policies and regulations. Archived data must be available for retrieval by DHSS (or other applicable state authorities) upon request and in a format specified by stakeholders.

Data retention is dependent on the business requirements and Division of Archives policies.

Stakeholders would provide additional details on data retention. Stakeholders include (but are not limited to):

- Policy creators: for privacy, legal, records management, compliance teams.
- Data owners: IT or business data owners review retained files in alignment with privacy and protection regulations to include data retention time frame required.
- Auditors: Internal or third-party auditors validate policies and violations.

Data retention may have different data retention periods for a given policy area. All policy areas are determined by the State. Each area must be identified with specific requirements that pertain to each respective policy per area. Policy areas include (but are not limited to):

- HIPPA rules that organizations need to keep certain records for a minimum of six years. Additionally, there are state-specific laws that govern the retention of medical documents, and those requirements vary.
- Occupational Safety and Health Administration (OSHA): OSHA includes a strict set of rules for data retention that include keeping personnel records for seven years after termination, medical exposure records for 30 years, and drug test records for one year.

Identity and Authentication

The vendor shall describe the Identity and Access management mechanism for the proposed solution. The proposed solution must have the capability to integrate with the existing Delaware enterprise Single Sign On solution (for example: OKTA).

4.5 Reporting

To the extent possible, reporting should utilize an extracted or near real time copy of the production database so as not to adversely affect the performance and response time of the production application. This is critically important for systems that permit ad-hoc reporting or user-constructed queries. DHSS encourages the use of a separate reporting environment especially for complex systems or systems with a large concurrent use base. If a separate reporting environment is being proposed, Contractors will include a corresponding system architecture diagram in their proposal.

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

Reporting (backend)

The vendor will provide the capability of ad-hoc reporting. The proposed system will include an interface/tool that permits end-users to create, modify and run query-based reports in the particular database code/language chosen. The direct connection of the database to a reporting software such as SSRS (SQL Server Reporting Services) or equivalent is highly recommended. In addition, the security of the reporting software/tool would be administrated through DHSS.

Reporting (End user)

Additional reporting capabilities must allow for consumption of datasets produced by the proposed solution into business intelligence systems such as Power BI. Additional reporting capabilities with built-in business intelligence tools must be performed against a reporting database without direct connection to production data used for day-to-day operations of the system.

4.6 Performance

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

4.7 Customizable COTS Solutions

If bidding a purely custom solution, please respond to this section as follows: **"Bidding a custom solution. COTS customization limitations are N/A."**

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

DHSS' interest is in prevention of scope creep by limiting customization features applied to a proposed COTS solution. In this vein, the DDI scope must be governed by the functional requirements and the system design documented in deliverables signed off by

both parties. Suggested features and functions outside of this must follow the change control approval process. If they are approved, from a project control standpoint, their development should be moved to a separate phase of the project after the originally designed functionality has been successfully implemented.

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

4.8 Backup and Recovery

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

4.9 Disaster Recovery

Locally Hosted Systems

DHSS utilizes Cloud backup storage to contain production backups. DHSS has a vendor that provides a Cloud Disaster Recovery environment in the event of a prolonged outage locally. Disaster Recovery tests are conducted periodically (at a minimum once a year) for the Biggs Data Center Environment. If the vendor/contractor has ongoing maintenance responsibilities for a system, they will be required to participate to the extent necessary in any testing.

This requirement will be detailed in the maintenance agreement/contract and will also include expected turnaround time and recovery participation in the event of an actual disaster declaration.

Remotely Hosted Systems

For systems hosted offsite, bidders will describe at a high level their disaster recovery arrangements as it would apply to this contract, the frequency of recovery testing and expectations as far as DHSS staff participation in this testing. Documentation is also required from the bidder on a disaster recovery procedure/test and DR test results from each DR Exercise/Drill.

4.10 Specific Project Tasks

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

4.11 Project Deliverables

4.11.1 Deliverable Review Process

Each document deliverable must be delivered in soft copy to the DHSS Project Director. Software deliverables will be delivered and installed by technical staff as agreed to by DHSS. DHSS staff time is limited on this project especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The Contractor must include at least ten (10) business days, per deliverable, in the project plan for DHSS staff to complete a review and to document their findings. Based on the review findings, DHSS may grant approval, reject portions of, reject the entire deliverable or request that specific revisions be applied. DHSS may also request in writing a short extension to the review timeframe until a specified date. The Contractor shall have five (5) business days to revise the deliverable/cure identified defects as requested by DHSS. DHSS shall have three (3) business days for subsequent reviews as necessary. These review timeframes may be modified as necessary for a specific deliverable (i.e. complex deliverables may require greater review time) but must not adversely affect the critical path in the baseline project plan. Review timeframe modification requests must be made in writing by either DHSS or Contractor staff to the Project Director. These requests will be approved or rejected at the sole discretion of the Project Director.

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

Deliverables will be reviewed by DHSS and will require formal approval from the Project Director, Technical Manager and Functional Manager prior to formal approval and invoicing. Formal approval of a deliverable constitutes DHSS approval of the final version. Deliverables will be accompanied by a Deliverable Acceptance Request (DAR) form – see Exhibit I. The goal for the deliverable review process is to complete the review in a maximum of two (2) cycles. However, review will need to extend beyond the second cycle if a deliverable still has defects.

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

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

4.11.2 Project Deliverables by Phase

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

Project Deliverables & Milestones (M1-6)	
Phase 1	Deliverable: Baseline Project Plan
	Deliverable: Document Templates
	Approval of Phase 1 (M1)
Phase 2	Deliverable: Requirements Traceability Matrix (RTM)
	Deliverable: Business Requirements Document (BRD)
	Deliverable: Design Specifications Document (DSD)
	Approval of Phase 2 (M2)
Phase 3	Deliverable: Communications Plan
	Deliverable: Risk Management Plan
	Deliverable: Test Plan
	Deliverable: Training Plan
	Deliverable: Implementation Plan
	Approval of Phase 3 (M3)
Phase 4	Deliverable: Completed SIT
	Deliverable: Completed Training Prior to Go-Live
	Deliverable: Completed UAT
	Approval of Phase 4 (M4)
Phase 5	Deliverable: Production System Acceptance
	Approval of Phase 5 (M5)
Phase 6	Deliverable: Conclusion of Warranty
	Approval of Phase 6 (M6)

Except for the initial and final project phases above, Contractor may propose a different sequence of phases and deliverables. Schedule E1 of Exhibit E (Project Cost Forms) must reflect this different sequence.

4.11.2.1 Phase 1

This phase is the kickoff of the project where the overall project planning, project management and schedule are agreed to and the ground rules and expectations are set. In Phase 1, all deliverable documentation will be initially introduced in an “Outline and Sample Contents” template submitted by the contractor. DHSS staff will approve each template. These templates may also be subject to federal review as well. Each deliverable will follow its respective approved template design.

The deliverables in this phase are:

Deliverable: Baseline Project Plan

This mandatory deliverable is the first update of the project plan submitted with the proposal of the selected Contractor. See Section 6.2.4 for a description of this deliverable.

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

Deliverable: Document Templates

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

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

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

4.11.2.2 Phase 2

Deliverable: Requirements Traceability Matrix (RTM)

This is a mandatory deliverable. Tracing forward, it is a matrix tracing the business requirements through detailed design, test scripts for SIT and UAT and the verification scenarios used to prove out the functionality of the implemented system. Tracing backward, it can be used for issue analysis and defect tracing. This is a living document that is updated as then project proceeds through its different phases.

Deliverable: Business Requirements Document (BRD)

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

Deliverable: Design Specifications Document (DSD)

This is a mandatory deliverable. This document is based on the approved FRD and specifies a detailed system design which may include screen designs, system flow diagrams, database design, physical data model, ERD (as applicable), code table values, database scripts, rules engine scripts (as applicable), coding design templates (as

applicable), hardware and software specification lists including procurement and out-year costs, architecture diagram(s) and other system specifications as agreed upon.

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

4.11.2.3 Phase 3

Deliverable: Communications Plan

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

Deliverable: Risk Management Plan

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

Deliverable: Test Plan

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

The Contractor is responsible for providing UAT test scripts along with each application module deliverable.

Deliverable: Training Plan

This is a mandatory deliverable. This is a plan for training of staff involved in UAT plus training of staff for implementation. It will identify the type of training (i.e. train the trainer vs. train all and UAT training). It must include a Resource Allocation Matrix which is a schedule showing staff name, training type/class name, dates and times. It must also include a mechanism for surveying the effectiveness of the training.

Deliverable: Implementation Plan

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

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

4.11.2.4 Phase 4

Deliverable: Completed SIT

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

Deliverable: Completed Training Prior to Go Live

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

Deliverable: Completed UAT

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

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

4.11.2.5 Phase 5

Deliverable: Production System Acceptance

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

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

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

4.11.2.6 Phase 6

Deliverable: Conclusion of Warranty

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

With formal DHSS approval of all deliverables in this phase, the milestone payment (M6) may be invoiced. The total **M6** payment is the sum total of the holdbacks from milestone payments M1 thru **M5**. See section 7.1 for details on project payments.

4.12 Project Expectations

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

DHSS' strong preference is for vendors to bid remotely hosted (off-prem) solutions; however, this is not a mandate. If proposing a DHSS hosted (on-prem) solution, vendor must provide justification as to why the State will consider this over the stated off-prem preference.

4.12.1 Site Requirements

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

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

4.12.2 DHSS Hosted Solutions

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

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

The following separate, isolated regions – in addition to the production region – are required for ongoing maintenance and system enhancements.

At a minimum:

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

Optional development environments:

- A development region for major system enhancement projects
- A development region for ongoing maintenance
- A testing region where business analysts can regression test major systems enhancements
- A training region

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

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

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

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

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

4.12.3 Remotely Hosted Solutions

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

At a minimum:

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

Optional development environments:

- A development region for major system enhancement projects
- A development region for ongoing maintenance
- A testing region where business analysts can regression test major systems enhancements
- A training region

4.12.4 Environment Responsibilities

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

4.12.5 Unit Testing

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

4.12.6 System Integration Testing

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

4.12.7 User Acceptance Testing (UAT)

System users directly test functional areas of the application as a precursor to production migration. This region is maintained by the Contractor. Testing will be scripted. This environment must be backed up and be fully recoverable. The environment must be architected and sized as a production copy. Converted production data will be used to

populate the database. If this environment is locally hosted, IRM may or may not be involved in its maintenance.

Each system module will undergo UAT by DHSS prior to production implementation. DHSS and Contractor are jointly responsible for developing UAT test scenarios. However, DHSS is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT DHSS staff will be at DHSS' discretion. Acceptance criteria for approval will be documented and based upon the RTM. Additional acceptance criteria beyond what is specified in the RTM may be specified by DHSS, documented and agreed to prior to the start of UAT. Contractor cannot be held responsible for criteria that is not properly documented. Upon formal DHSS approval of all UAT scenarios in a module, it may be scheduled for migration into the production environment. For a locally hosted UAT environment, IRM will be involved as necessary in these migrations.

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

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

4.12.8 Production Implementation

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

4.12.9 Legacy Data Conversion

Legacy data conversion is not a requirement under this contract

4.12.10 Training

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

4.12.10.1 System User

Contractor will be responsible for training users in all aspects of the new system. In addition, training materials and subsequent training may be requested for a "train the trainer" option which will include all aspects, features and functions of the new system(s). As applicable, contractor will also include organizational change management-specific instruction to include old vs. new ways of conducting business with the new system. Training will demonstrate business and system workflows. System policy compliance

(including any recent policy changes) will be covered. If the new system is a replacement for a legacy system, training will also cover legacy vs. new system workflows and screens.

4.12.10.2 Technical

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

4.12.11 Maintenance and Operations (M&O)

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

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

Contractor must also address the following in their proposal:

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

The contractor shall provide a copy of their standard Service Level Agreement as part of their proposal. The SLA, at a minimum, should address system uptime, incident reporting and resolution, and standard requests with expected response times. SLA specifics will be negotiated during contract negotiations. The contractor shall provide a sample report of metrics associated with the SLA. SLA metrics are required to be provided to the Division every 3 months with an annual summary at the end of each calendar year.

It is critical that the proposed solution include ongoing support services and assurance that all regulatory requirements will be met for the Division. Other details and specific requirements are included in various sections throughout this RFP.

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

Contractor must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Contractor will also specify expected

deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from DHSS.

Contractor Maintained Applications Hosted at the Biggs Data Center

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

Separation of Duties

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

4.12.12 Documentation

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

4.12.13 Software Escrow Agreement

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

If the solution includes a third-party hosting contractor providing Platform as a Service (PaaS), Contractor will describe their business continuity agreement with the third-party hosting contractor.

4.12.14 Copyrighted/Proprietary Software Inclusion

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

4.12.15 Miscellaneous Requirements

For public-facing web applications, there must be a Spanish language option at the logon screen for users to choose in order to display a Spanish language version of the application. Contractor will be responsible for any translation services necessary and must include an estimated cost for this in their proposal. Web applications must also demonstrate substantial W3C compliance for accessibility and standardization purposes.

Finally, the application must demonstrate the capability to be read by screen reading software such as JAWS® or ZoomText®.

5 Proposal Evaluation/Contractor Selection

5.1 Process

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

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

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

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

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

5.2 Proposal Evaluation and Scoring

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

5.2.1 Mandatory Requirements

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

Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration. However, DHSS reserves the right to waive minor irregularities and minor instances of non-compliance.

5.2.2 Technical Proposal Scoring

Only those Contractors submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored.

5.2.3 Business Proposal Consideration

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

5.2.4 Contract Negotiation

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

6 Contractor Instructions

6.1 Submission Information

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

Confidential information

Any required confidential corporate financial/audit information or trade secrets may be included in a separate file entitled "Corporate Confidential Information").

Each submission will contain the following files at a minimum:

- Submission Contents.doc (Microsoft Word 2000 or higher)
- RFP Technical Proposal.doc
- RFP Business Proposal.doc
- RFP Technical Proposal.pdf
- RFP Business Proposal.pdf
- Corporate Confidential Information (as applicable)

Each proposal file in PDF format must be a printable copy. Other files may be submitted separately. The Submission Contents.doc file will consist of a Word table listing each file submitted along with a short description of each.

It is the responsibility of the Contractor to ensure all submitted files are machine readable, virus free and are otherwise error-free. Submissions not in this condition may be cause for the Contractor to be disqualified from bidding.

6.1.1 RFP and Final Contract

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

6.1.2 Proposal and Final Contract

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

6.1.3 Modifications to Proposals

Modifications to proposals will not be accepted after the submission deadline. At any time, DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal.

6.1.4 Alternative Solutions

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

6.2 Technical Proposal Contents

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

- A. Transmittal Letter
- B. Required Forms
- C. Executive Summary
- D. Contract Management Plan
- E. Contractor Responsibilities/Project Requirements
- F. Staff Qualifications and Experience
- G. Firm Past Performance and Qualifications

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion of, cost information shall appear in the Technical Proposal or Transmittal Letter.**

6.2.1 Transmittal Letter (Section A)

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

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

6.2.2 Technical Proposal Required Forms (Section B)

Please include the following completed forms in this section. Additional required forms are discussed in sections 6.2.5, 6.2.6 and 6.2.7.

Certification Sheet and Statement of Compliance

Exhibit B: These are forms in which the Contractor must certify certain required compliance provisions.

Mandatory Submission Requirements Checklist

Exhibit F: This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed**

non-responsive and be rejected from further consideration. However, DHSS reserves the right to waive minor irregularities and minor instances of non-compliance.

Contractor Contact Information

Exhibit J: This form must be completed and signed by prospective Contractors.

6.2.3 Executive Summary (Section C)

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

6.2.4 Contract Management Plan (Section D)

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

High-Level Draft Baseline Project Plan (Section D.1)

As part of the proposal, Contractor must create a high-level draft baseline project plan with the following information:

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

The high-level project plan must be created in Microsoft Project (mpp) format and converted to a pdf format for uploading into Bonfire. Contractor must also discuss procedures for project plan maintenance, status reporting, deliverable walkthroughs, subcontractor management, issue tracking and resolution, interfacing with DHSS staff and contract management.

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

This provides the general format that Contractor must follow when constructing the project plan. Project plan must reflect each deliverable and milestone in the specified format. Review periods as specified in the RFP must be built into the project schedule. As applicable, federal review timeframes must be included as project tasks. Serial deliverable review periods must be shown - the best way to do this is to link the "DHSS Review of

Deliverable" task with the prior deliverable's review task. The project plan is a critical deliverable and must reflect all dependencies, dates and review periods. If the plan has unresolved issues, DHSS will not approve the initial milestone payment.

A detailed, updated project plan will be created after contract signature and will serve as the initial deliverable and baseline project schedule. This is a critical milestone task, and all subsequent work will be dependent on the formal DHSS approval of the initial milestone. **Until formal DHSS approval of this milestone, no other billable work on this project should take place. Unless otherwise extended by DHSS, a Baseline Project Plan must be submitted for DHSS approval within one month of the project start date. If there is no Baseline Project Plan submitted by this date, DHSS at its sole option may choose to take remedial action up to and including termination of the contract.** Therefore, it is critical that this task be completed and approved as soon as possible. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. It will be the contractor's responsibility to provide complete and accurate backup documentation as required for all document deliverables. **The project plan is a living document, and it must be updated and presented as part of the periodic status report to accurately reflect current project timelines and task progress. This is mandatory. The updated project plan must include the baseline start and end dates as columns alongside the current task start and end dates. If there are modifications to the project scope, there is a formal DHSS change request process for review and approval of these requests. Approved change requests must result in the addition of a re-baselined project plan as a project deliverable due within one month of signature of the contract amendment.**

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

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

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

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

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

6.2.5 Project Requirements (Section E)

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

6.2.6 Staff Qualifications and Experience (Section F)

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

- Technical project management
- Planning
- Requirements Analysis
- Design
- Product Configuration
- Testing

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

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

6.2.7 Firm Past Performance and Qualifications (Section G)

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

- Other government projects of a similar scale
- Demonstrated compliance with IDD Federal and Delaware State Rules and Regulations
- Ensuring interoperability according to HL7 standards, CMS interoperability requirements, and HITECH and ARRA act provisions.
- Industry standard project management practices applied to the implementation of the proposed system(s).

Experience of proposed subcontractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide

name, address and phone number for an administrative or managerial customer reference familiar with the Contractor's performance. Please use the **Contractor Project Experience** form (Exhibit H) to provide this information in this section.

Provide an example of an actual client implementation plan, similar in magnitude to the Vital Signs Monitoring and Nurse Call Alert Services, including staff, dates, milestones, deliverables, and resources.

6.2.8 Policy Memorandum Number 70 (Section H)

Please review DHSS Policy Memorandum Number 70. The link to this document is in Exhibit C. If your firm has a written inclusion policy/plan, please acknowledge it in this section and include a link to this document if possible.

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

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

6.2.9 RFP Exhibits (Section I)

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

6.3 Business Proposal Contents

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

6.3.1 Project Cost Information (Section A)

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

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

The Total Project Cost shown in Schedule E1 must include all costs that the selected Contractor will be paid by DHSS under this contract.

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

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

6.3.2 Software and Hardware Information (Section B)

On a separate page of the Business Proposal entitled "Software Licensing Structure" list each module and each third-party software application listed in either Schedule E1 or Schedule E4. Describe what required (or optional) functions from section 4 that the particular module or application includes. Discuss the licensing structure (per seat, concurrent user, site, etc.) for each.

On a separate page of the Business Proposal entitled "Hardware Description" list each hardware item listed in either Schedule E1 or Schedule E5. Provide a description of its function and a detailed component list.

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

Procurement Instructions

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

6.3.3 Contractor Stability and Resources (Section C)

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

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

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

The requirements listed in this section must be addressed and consolidated into Attachment B Section 6.3.3.

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

7 Terms and Conditions

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

7.1 Payment for Services Rendered

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

7.2 Contractor Personnel

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

7.3 Funding

This contract is dependent upon the appropriation of the necessary funding.

DHSS reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet its funding limitations and processing constraints.

7.4 Confidentiality

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

7.5 Contract Transition

In the event DHSS awards the contract to another Contractor, through contract expiration or termination of this contract, the Contractor will develop a plan to facilitate a smooth

transition of contracted functions either back to DHSS or to another Contractor designated by DHSS. This transition plan must be approved by DHSS.

7.6 Professional Services Agreement (PSA) Template

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

7.7 Contract Amendments

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

8 Exhibits

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

- A. General Terms and Conditions
- B. Certification Sheet and Statement of Compliance
- C. Website Links
- D. Key Position Resume
- E. Project Cost Forms
- F. Mandatory Submission Requirements Checklist
- G. Crosswalk of RFP Section 4
- H. Contractor Project Experience
- I. Deliverable Acceptance Request (DAR)
- J. Contractor Contact Information
- K. Criminal Background Check Instructions

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

- Exhibits B, D, F, G, H - Include in the Technical Proposal.
- Exhibit J - Email to the following RFP Lead address on or before the date of the mandatory pre-bid meeting.
Dr. Kai-Stefan Fountain
Kai-stefan.fountain@delaware.gov
- Exhibit E - Include in the Business Proposal.

Exhibit

A. General Terms and Conditions

General Terms and Conditions

The following provisions are applicable to all DHSS RFP's

1) Investigation of Contractor's Qualifications

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

2) Certifications, Representations, Acknowledgments

Using Exhibit B, bidding contractors must certify that:

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

3) Right to a Debriefing

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

4) Hiring Provision

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

5) Anti Kick-back

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

6) Federal Provisions

Americans with Disabilities Act - This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

Royalty-Free Rights to Use Software or Documentation Developed - The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

Drug-Free Workplace Statement - The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

7) DHSS Policy Memorandum # 70

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

The Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 70, (effective 7/18/2015), and divisional procedures regarding the concept of an inclusive workplace which is accepting of diverse populations in our workforce and

actively practices acceptance of diverse populations within our community, through our programs and services we provide to our clients. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM70 process in the Contractor's organization. Documentation of staff training on PM70 must be maintained by the Contractor.

Exhibit

B. Certification Sheet and Statement of Compliance



DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

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

n. They (check one): _____ are; _____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

PROCUREMENT

STATEMENT OF COMPLIANCE

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

Authorized Signature: _____

Title: _____

Date: _____

Exhibit

C. Website Links (in alphabetical order)

- Business Associate Agreement (BAA)
<http://dhss.delaware.gov/dhss/dms/cmp/files/hipaabp.pdf>
- Critical Security Controls
<https://www.cisecurity.org/controls/>
- Delaware Division of Developmental Disabilities Services
[Division of Developmental Disabilities Services - Delaware Health and Social Services - State of Delaware](#)
- DHSS Information Technology Environment Standards
http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss_it_environment.pdf
- Enterprise Standards and Policies
<http://dti.delaware.gov/information/standards-policies.shtml>
- Information Technology Publications
<http://www.dhss.delaware.gov/dhss/DMS/itpubs.html>
See section entitled “Supportive Documentation for Bidding on Proposals”
- Offshore IT Staffing Policy
[OffshoreITStaffingPolicy \(delaware.gov\)](#)
- Policy Memorandum 70 on Inclusion
http://dhss.delaware.gov/dhss/admin/files/PM_70.pdf
- Professional Services Agreement
<httpsubcontract://mymarketplace.delaware.gov/documents/professional-services-agreement.docx?ver=0213>
- Stockley Center
[Delaware Health and Social Services' Stockley Center - Delaware Health and Social Services - State of Delaware](#)
- Terms and Conditions Governing Cloud Services and Data Usage Agreement
<https://webfiles.dti.delaware.gov/pdfs/pp/Terms%20and%20Conditions%20Governing%20Cloud%20Services%20and%20Data%20Usage%20Agreement.pdf>
- The Professional Services Agreement link on the Agency Bid Process Forms page (Award Documents) at
<http://mymarketplace.delaware.gov/agency-forms.shtml>

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

Exhibit

D. Key Position Resume

Key Position Resume

Name: _____ Proposed Project Position: _____

Number of years experience in the proposed position: _____

Number of years experience in this field of work: _____

Detail Training/Education

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

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

Detail Experience

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

Job/Project: _____ Position: _____

From Date: _____ To Date: _____

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

Exhibit

E. Project Cost Forms

E1. Project Costs by Deliverables & Milestones

Deliverable & Milestone Cost Schedule

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	20% Holdback	Contractor Invoice Amount	Projected Approval Date
1	Deliverable: Baseline Project Plan	C2				
	Deliverable: Document Templates	C3				
	DHSS Approval of Phase 1 (M1 = 5% of Total DDI Cost)			SUM(C2:C3)	D4*0.2	D4-E4
2	Deliverable: Business Requirements Document	C5				
	Deliverable: Design Specifications Document	C6				
	DHSS Approval of Phase 2 (M2 = 10% of Total DDI Cost)			SUM(C5:C6)	D7*0.2	D7-E7
3	Deliverable: Communications Plan	C8				
	Deliverable: Test Plan	C9				
	Deliverable: Training Plan	C10				
	Deliverable: Implementation Plan	C11				
	DHSS Approval of Phase 3 (M3 = 10% of Total DDI Cost)			SUM(C8:C11)	D12*0.2	D12-E12
4	Deliverable: Completed SIT	C13				
	Deliverable: Completed Training Prior to Go-Live	C14				
	Deliverable: Completed UAT	C15				
	DHSS Approval of Phase 4 (M4 = 15% of Total DDI Cost)			SUM(C13:C15)	D16*0.2	D16-E16
5	Deliverable: Production System Acceptance	C17				
	DHSS Approval of Phase 5 (M5 = 40% of Total DDI Cost)			C17	D18*0.2	D18-E18
6	Deliverable: Conclusion of Warranty	N/A				
	DHSS Approval of Phase 6 (M6 = 20% of Total DDI Cost)			N/A	N/A	SUM(E4:E18)
Total DDI Cost		SUM(C2:C17)				
Total Ongoing Support Costs For Base Contract Term (From Cost Schedule E3)		\$				
Total Project Cost		SUM(C21:C22)				

Please fill out each of the costs and dates specified above. Computed costs will be in the manner specified. Milestone costs are a specified percentage of the Total DDI cost. Deliverable costs must total to the milestone cost. If DHSS decides to eliminate one or more deliverables from this project, the firm fixed price of the contract would be adjusted by subtracting the cost of the deliverable(s) to be eliminated. Reduction in the scope of an individual deliverable could result in a cost reduction as well. Deliverables that are roughly equal in scope can be swapped in/out in the design phase and maintain the firm fixed price of the contract.

The Total Project Cost shown in Schedule E1 must include all costs that the Contractor will be paid by DHSS under this contract. The Total Project Cost figure constitutes the firm fixed price of the contract.

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

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

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

Milestone Cost Breakdown

- M_n = Total Cost for Phase n deliverables – 20% holdback
- M_6 = Sum of M_1 – M_5 holdbacks

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

DDI costs will be invoiced only through identified milestones upon formal approval by the Division and IRM. DDI invoicing by any other manner is prohibited except by prior written consent of DHSS. As applicable, approved change orders shall be bundled into a single deliverable that will be added to the Phase 5 milestone in Schedule E1. The milestone cost, milestone holdback and invoice amount would be adjusted accordingly. This milestone would be invoiced via the prescribed process.

Software will be acquired by DHSS in the State's or DHSS' name. Estimated total costs are only to be included in Schedule E4. Hardware will be acquired by DHSS in the State's or DHSS name. Estimated total costs are only to be included in Schedule E5.

E3. Ongoing Support Cost Schedule

Ongoing support costs are to be listed in the following schedule. Total costs are to be capped at a *n*% inflation rate per year. Support costs may be categorized separately (i.e. Hosting, Tier 2 Support, Maintenance (up to n hours), etc.) or Contractor may choose to bid a single all-inclusive total support cost per year. Contractor will detail in this section what their responsibilities will be for ongoing support. Years **1 – 5** are included in the firm fixed price of the contract. DHSS may choose to amend the contract for **5** additional years (in one-year increments) of support at its sole discretion.

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

Ongoing Support Costs

Cost Category	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Category 1						
Cost Category 2						
Cost Category n						
Total						

Total Ongoing Support Costs For Base Contract Term (Years 0 – 5):

\$ _____

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

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

\$ _____

E4. DHSS Purchased Third Party Software Schedule

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

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

Total Estimated DHSS Purchased Third Party Software Cost \$ _____

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS understands that with licensing costs can vary depending on GSA pricing, licensing structure and individual purchasing agreements. This cost figure will be used as part of estimating the total project budget when justifying project costs for the State Office of Management and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Proposed Costs				\$0.00

Total Estimated DHSS Purchased Hardware Cost \$ _____

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS understands that hardware costs can vary. This cost figure will be used as part of estimating the total project budget when justifying project costs for OMB and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

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

Exhibit

F. Mandatory Submission Requirements Checklist

Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	Appendix B Section	Compliance Y or N
The bid is submitted as separate Technical and Business proposal files	6.1	
The proposal contains a single solution in terms of this project	6.1.4	
Contractor/Proposed Subcontractor has appropriate project experience	6.2.7	
Transmittal Letter signed by an authorized representative	6.2.1	
Proposal submission files have been scanned and are free from viruses and other malicious software.	6.2.1	
Contractor Agrees to Comply with the provisions specified in the General Terms and Conditions	Exhibit A	
Completed Project Cost Forms	Exhibit E	
Firm fixed price contract proposed	6.3.1	
Proposal includes required resumes	6.2.6 & Exhibit D	
Technical proposal is submitted with a completed, duly signed and dated copy of the Mandatory Submission Requirements Checklist	6.2.2 & Exhibit F	
Completed Crosswalk of RFP Section 4	6.2.5 & Exhibit G	
Completed Contractor Project Experience Form	Exhibit H	
Completed Contractor Contact Information Form	Exhibit J	
Compliance with HIPAA Regulations & Standards	4.3	
DHSS-Specific Security Requirements	4.4.5	
The Project Plan, Templates, BRD, DSD, Acceptance in Prod & Conclusion of Warranty are listed as project deliverables	4.11	
ACA Safe Harbor Additional Fee and basis have been specified in Exhibit E2.	Exhibit E2	
Contractor confirms that PII and/or ePHI is <u>either</u> encrypted at rest OR that they intend to purchase Cyber Liability Insurance.	4.4.4.1.1	
Contractor acknowledges that they have reviewed the CSA and DUA documents	4.4.4.1	
The Contractor has a Supplier Diversity plan currently in place. <i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</i>	Exhibit F	

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

Signature of Authorized Representative

Title / Company

Date

Exhibit

G. Crosswalk of RFP Section 4

Crosswalk of RFP Section 4

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

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

Exhibit

H. Contractor Project Experience



Delaware Health and Social Services

Contractor Project Experience

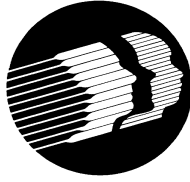
Client	
Contact Name	
Telephone No.	
Location Street Address/City State/ZIP	
Location City/State	
Type of Facility	
Comparable Project Experience	
Current Status (WIP/Complete)	
Original Budget	
Completed Budget	
Original Schedule	
Completed Schedule	
Comments:	

Exhibit

I. Deliverable Acceptance Request (DAR)

Exhibit

J. Contractor Contact Information



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

Contractor Contact Information

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

Multiple contacts may be specified.

Contractor Contact(s)

Contact Name	
Email Address	

Authorized Contractor Representative

Printed Name	
Signature	
Phone Number	
Email Address	

Exhibit

K. Criminal Background Check Instructions

Criminal Background Check (CBC)

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

Please click [here](#) for instructions on Obtaining a Certified Delaware Criminal History.

Once the fingerprints are taken, the SBI office will provide fingerprint cards to you to mail to the FBI after they take the prints. It is your responsibility to mail the cards.

When you receive your SBI and FBI reports at your home address, **DO NOT OPEN THE ENVELOPES**. If you break the seal on the envelopes, you will be responsible to go through the process again at your own expense.

Mark envelopes as **CONFIDENTIAL**.

Either hand-deliver or mail the **SEALED** FBI and SBI envelopes to:

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

The results of the criminal background check will be reviewed and kept completely confidential.

NOTE: If your firm is unable to comply with the above process, please list this as an exception in Attachment 3 of the RFP. In response to this Exhibit K, please describe your firm's process. The selected vendor will be prepared to discuss this process with the State.