

STATE OF DELAWARE



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

**REQUEST FOR PROPOSAL NO. PSC0713**

**FOR**

**PROVIDE PROGRAMMING ENHANCEMENTS TO THE  
DELAWARE AUTOMATED CHILD SUPPORT  
ENFORCEMENT SYSTEM (DACSES)**

**FOR**

**DIVISION OF CHILD SUPPORT ENFORCEMENT  
84A CHRISTIANA ROAD  
NEW CASTLE, DE 19720**

**Deposit**                      **Waived**  
**Performance Bond**        **Waived**

**Date Due:**                      **NOVEMBER 27, 2006**  
   **11:00 AM local time**

Deadline for submission of all questions is October 30, 2006. Written responses will be faxed or emailed to bidders no later than November 6, 2006. Please include your fax number and/or your email address with your request.

**DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720**

REQUEST FOR PROPOSAL #PSC0713

Sealed proposals for **Providing Programming Enhancements to the Delaware Automated Child Support Enforcement System (DACSES)** for the Division of Child Support Enforcement, 84A Christiana Road, New Castle, DE 19720, will be received by Delaware Health and Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #259, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, Delaware 19720, until **11:00 A.M. local time, on November 27, 2006**, at which time they will be opened, read, and recorded. **For further information concerning this RFP, please contact Art Caldwell (302) 326-6024 X 231.** A brief "Letter of Interest" must be submitted with your proposal. Specifications and Administration Procedures may be obtained at the above office, Phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's name, address, and signature.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT PSC#0713 ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

The contract resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

**IMPORTANT: DELIVERY INSTRUCTIONS**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY DELAWARE HEALTH AND SOCIAL SERVICES BY THE BID DEADLINE.**



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

**CHILD SUPPORT ENFORCEMENT**

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**STATE OF DELAWARE**

**REQUEST FOR PROPOSAL (RFP)**

**PSC #0713**

**Provide Programming Enhancements to the  
Delaware Automated Child Support  
Enforcement System (DACSES)  
For the Period December 12, 2006 – December 11, 2009**

**DIVISION OF CHILD SUPPORT ENFORCEMENT**

**The Department of Delaware Health and Social Services does not discriminate  
in awarding program funds or providing services to participants on the basis  
of race, religion, sex, national origin, age, handicap, or political affiliation.**

**October 2006**

**Division of Child Support Enforcement  
 Provide Programming Enhancements to the  
 Delaware Automated Child Support  
 Enforcement System (DACSES)  
 PSC0713**

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**Article 10**  
**Administrative Overview**

**10.00 Introduction**

This Request for Proposal (RFP) consists of pages 1-22 and Appendices A - I. Federal law and regulations require each state to operate an effective and efficient Child Support Enforcement Program. The United States Department of Health and Human Services, Office of Child Support Enforcement (OCSE), is responsible for promulgating the regulations which govern the operations of state child support enforcement programs. The Division of Child Support Enforcement (the “DIVISION” or “DCSE”), Delaware Health and Social Services (the “DEPARTMENT” or “DHSS”) has been designated as the Delaware Title IV-D agency.

A Child Support Enforcement Program is designed to provide services to families in securing financial assistance from non-custodial parents for their children to whom support is owed. In order to qualify for Federal matching funds, a child support enforcement program must be operated pursuant to a State Plan approved under Title IV of the Social Security Act. This Plan is commonly referred to as the IV-D plan.

The IV-D agency is the single State agency designated to administer the State IV-D Plan. The DIVISION is the agency responsible for administration of this Plan in the State of Delaware and it may delegate or contract for activities set forth in the Plan. However, any such delegation of authority does not relieve the DIVISION of overall responsibility for the following: (1) ensuring that Contractors are notified of any lack of compliance with the State IV-D Plan and (2) reporting on all State IV-D activities.

Listed below are the six different IV-D activities:

1. Location of absent parents.
2. Establishment of paternity.
3. Establishment of child and medical support orders.
4. Collection and distribution of child support.
5. Enforcement of child and medical support obligations.
6. Cooperation with other states in child support related activities.

Each non-custodial parent against whom the IV-D agency is attempting to secure or enforce child support is considered to be a IV-D case. Where an individual is responsible for supporting children in more than one family, each separate family is considered as a separate and distinct case for funding and reporting purposes. Title IV-D cases consist of six (6) types:

1. Temporary Assistance to Needy Families (TANF) Program Cases. Cases involving non-custodial parents whose children are receiving welfare assistance payments through the TANF program.
2. Non-TANF Cases: Cases involving a non-custodial parent whose children are not receiving TANF, but where an application for IV-D services has been made by the custodial parent in accordance with the State Plan.

3. Foster Case Cases: Cases involving a temporary placement made by the Division of Family Services for children living with a custodian other than with their own parents.
4. Interstate Cases: Cases that have been referred by one state to the IV-D agency or the Family Court in a different state for assistance with part or all of the IV-D activities.
5. Medical Assistance Only (MAO) Cases: Cases in which Medicaid recipients are receiving medical benefits for their minor children.
6. Medical Support Cases: Cases with an established order for medical support; these cases may also be included with any of the other above five types of cases.

All of the above services are administered by the State of Delaware and operated on a statewide basis. The DIVISION has approximately 220 employees in three (3) office locations throughout the State and currently handles about 60,000 child support cases. During the State fiscal year that ended June 30, 2006, the Division collected \$96.3M in child support.

#### **10.10 Statement of Need**

The State of Delaware, Delaware Health and Social Services, Division of Child Support Enforcement is requesting proposals from qualified contractors to provide programming enhancement support to the Delaware Automated Child Support Enforcement System (DACSES). Required enhancements are identified through a Maintenance Request process initiated on an ongoing basis by DCSE technical staff. These enhancements are normally required to meet legislative or policy changes or to improve overall program support. The DEPARTMENT is requesting bidders to propose staffing for a systems maintenance contract based on an hourly rate per staff person. The Contract will begin on December 12, 2006, after signing of the Contract, and shall end on December 11, 2009. This contract may be extended once or more for a total term of no more than five (5) years ending no later than December 11, 2011.

#### **10.20 Issuing/Contracting Officer**

The Issuing/Contracting Officer for this RFP will be:

- Art E. Caldwell, Social Services Senior Administrator  
Division of Child Support Enforcement  
P.O. Box 904  
New Castle, DE 19720  
Phone: (302) 326-6024 x231

For the purpose of this RFP, all fiscal and RFP process related inquiries should be directed to Mr. Caldwell.

**10.30 Technical Questions/Clarifications**

Technical questions will be accepted only from the date of the release of this RFP until the Closing Date for Receipt of Questions, which is October 30, 2006. All technical questions and requests for clarification must be **e-mailed** to:

Art Caldwell, Social Service Sr. Administrator  
Division of Child Support Enforcement  
P. O. Box 904  
New Castle, DE 19720  
Art.Caldwell@state.de.us

Written responses to all technical questions will be published and e-mailed to all interested vendors by no later than November 6, 2006.

**10.40 Procurement Schedule**

The following schedule is anticipated for the procurement process:

Dates Advertised in the Appropriate News Media	October 16, 2006 October 23, 2006
Closing Date for the Receipt of Written Questions	October 30, 2006
E-Mail Response to Written Questions	November 6, 2006
Proposal Submission Deadline and Bid Opening (11:00 a.m. local time)	November 27, 2006
Selection of CONTRACTOR	December 1, 2006
Contract Implementation Date	December 12, 2006

The DEPARTMENT reserves the right to adjust this timetable in the best interests of the State.

**10.50 Project Management**

Project management will be the responsibility of the DIVISION'S Project Management Team made up of a Project Director from the DIVISION (the DACSES Systems Manager) and a Project Director from the Division of Management Services (DMS) Information Resource Management (IRM) (the Applications Manager). All deliverables must be approved for payment by the DCSE Systems Manager, the DMS-IRM Applications Manager, and the DIVISION Contract Manager.

It is essential that the DIVISION'S operational procedures be correlated with the appropriate functions in DACSES. The Scope of Work on this project is described in Section 20 of this RFP. Project oversight and direction will be the responsibility of the DIVISION.

All deliverables and reports will be the responsibility of the CONTRACTOR. Bidders should demonstrate their abilities and clearly state which tasks they propose to perform to meet the requirements of this RFP.

**10.60 RFP Modifications**

If the DEPARTMENT should amend any segment of this RFP after submission of bids, but prior to the official announcement of a CONTRACTOR, the DEPARTMENT will notify all bidders, and they will be given ample opportunity and time to revise their proposal to accommodate the specific amendment(s).

## **Article 20 Scope of Work**

### **BACKGROUND**

The Delaware Automated Child Support Enforcement System (DACSES) was originally implemented in 1987. Major enhancements were completed in 1995 to meet the Federal Office of Child Support Enforcement automated systems certification requirements for the Family Support Act of 1988. In addition, extensive programming enhancements were implemented to meet the automated certification requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA).

DACSES supports the operation of DCSE programs in conjunction with, but not limited to, four (4) other automated systems: Family Court's FAMIS System, the Department of Services For Children, Youth and Their Families' FACTS System, the Division of Social Services DCIS II System, and the DHSS Master Client Index (MCI), which is a DEPARTMENT-wide client identification number assignment and tracking system.

DACSES is comprised of a total of:

- 1,700+ online/batch program modules
- 700+ screens
- 130+ batch job streams
- 300+ documents

In general, DACSES functionality is divided into three (3) logical subsystems: Case Initiation/Case Management, Financial Management, and Support Functions. Case Initiation/Case Management functionality provides workers with the capability to enter and maintain an array of participant and case related data. Its main components are the Master Client Index, Case File, Event History, and Work Lists. Case Management also provides processes to support case referral and scheduling. The system provides a central file of employers, agencies, courts, and other institutional entities and it is designed to process interstate cases in the same manner in which intrastate cases are processed. The Financial Management subsystem provides workers with full on-line access to a General Journal/General Ledger double entry accounting system. DACSES maintains an extensive on-line history of financial transactions for both cases and participants. DACSES provides on-line transaction adjustment capability and on-line and batch posting of child support payments. Support functions include the generation of Federal reports, on-line document generation and a specialized database into which employment, addresses and asset information from certain outside entities is inserted and maintained. DACSES consists of on-line application software written primarily in PCS/ADS and batch programs written in COBOL. DACSES utilizes CICS as the on-line transaction processor and DB2 as the database management system. ADS PLUS is a licensed program of Spectrum Healthcare solutions. The other products needed to run and use ADS PLUS are described on the following page:

**Delaware Automated Child Support Enforcement System (DACSES) Technical Environment**

As of November 2006, the principal components of the DACSES environment include:

Operating System	Mainframe	OS/MVS zOS 1.5 (1.8 by next Spring)
		JES 2.10
		CICS TS 2.2 (3.1 expected by End of Year)
	Client PC	Windows 2000/XP Professional (Windows 2000 pro to be phased out by next Spring)
DataBase Management System Development Software	Mainframe	DB2 7.0 (version 8.0 by next Spring)
		COBOL 390 2.1 (version 3.0 by End of Year)
		PCS/ADS Plus 11 (version 14 by next Spring)
Printer Software Systems		Xerox Elixir 4.10
		Xerox Escape Sequence language (XES)
		Xerox Format Description Language (FDL)
		Dynamic Job Descriptor Entry (DJDE)
		UDK2PCL
File Transfer System		Connect:Direct 4.4
		File Transfer Protocol (FTP)
Desktop software		Microsoft Office 2000/2003 (MS Office 200 to be phased out by next Spring)
		Attachment EXTRA 7.11 personal client 32-bit
		Internet Explorer 6.0.29
Network		Windows 2000 Domain Controller (2003 expected by next Spring)
		Windows 2000 file & Print server (2003 expected by next Spring)

Three (3) entities have responsibility for the development and operation of DACSES: the Division of Child Support Enforcement’s Systems Unit, the Division of Management Service’s Information Resources Management (IRM) Unit, and the Delaware Department of Technology and Information (DTI). The selected contractor must coordinate efforts with all three (3) of these entities.

Division of Child Support Enforcement - Systems Unit (DCSE-SU)

The DCSE Systems Unit is responsible for working with social service policy and operational staff, State automated systems support staff, Federal agencies, CONTRACTOR staff and any other automated systems user, programming support or policy development staff who rely on DACSES. For this project, DCSE-SU staff, along with other key Division of Child Support Enforcement staff will work with the selected CONTRACTOR on a daily basis to support the enhancement of DACSES through identification of required modifications, testing of modifications, and coordination with programmer, operator support, and user staff.

### Division of Management Services, Information Resources Management (DMS-IRM)

The DMS-IRM unit is responsible for providing DHSS Divisions with both direct programming support of automated systems as well as consulting support and advice on automated systems software and development. DMS-IRM staff members are involved in the maintenance of DACSES as well as other systems that support DHSS. Four full time state positions are allocated for DACSES system maintenance. The selected CONTRACTOR will be working with DMS-IRM staff on a daily basis to coordinate their activities for accountability of the ongoing quality of DACSES. DMS-IRM will monitor all CONTRACTOR work to ensure it is completed within reasonable time frames and in accordance with established DHSS standards. DMS-IRM is further responsible for ensuring that all system modifications have been tested and approved by DCSE prior to being applied to the production environment.

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

DTI is responsible for running the State of Delaware's computer operation statewide area data network. DTI does not fall under the authority of DHSS. However, DTI is responsible for supplying quality automated systems support to DHSS as well as other State agencies in Delaware. DTI provides State staff with technical consultant services. DTI currently operates and maintains the hardware and software at the Biggs Data Center. A Service Level Agreement defines the responsibilities of DTI and DHSS. DMS-IRM will coordinate necessary interaction between the CONTRACTOR and DTI to ensure that all procedures are followed to maintain system integrity.

### **SCOPE OF WORK**

The vendor shall bid an hourly rate for full-time dedicated staff to develop and implement enhancements to DACSES. These enhancements will range from very minor (40 hours of effort) to those requiring substantial analysis, design, and programming to implement (160+ hours of effort). The number of enhancements that will be required over the three (3) year potential period of the Contract is projected to be 300 per year. Approximately 25% of the enhancements will be "minor" and 75% will require moderate to extensive analysis and design.

The vendor shall bid a number and type of full-time dedicated staff that will be sufficient to support concurrent work on multiple enhancements to DACSES.

### **DEPARTMENT RESPONSIBILITIES**

- DCSE and DMS-IRM will both appoint a Project Manager. These individuals will be responsible for monitoring project progress and will have final authority to approve/disapprove activities and payments.
- DCSE retains final authority for making decisions affecting the operation of DACSES.
- DMS-IRM has the sole authority to approve enhancements to DACSES in accordance with the IRM Data Center Standards.
- The State will provide the following positions to assist in the support of DACSES enhancements:

### DMS-IRM APPLICATION SUPPORT STAFF

4 System Application Support Staff

## DCSE APPLICATION SUPPORT STAFF

4 System Analyst Support Staff

## DTI SOFTWARE SUPPORT STAFF

The DTI staff that are listed below provide operating software support for all agencies that use the Biggs Data Center.

3 Senior Software Support Specialists

1 DB2 Database Administrator

- DCSE will provide dedicated workspace with a telephone at its office on 84A Christiana Road, New Castle, DE.
- DCSE and IRM will provide access to DACSES and all required development/test regions.

## **CONTRACTOR RESPONSIBILITIES**

- Shall provide a dedicated complement of staff to develop and implement enhancements as identified through the DCSE Maintenance Request process. Provide an estimate of the number of hours required to complete each assigned Maintenance Request.
- Shall provide documentation of changes to DACSES in format required by DMS-IRM.
- Shall test all enhancements to DACSES in accordance with DMS-IRM standards.
- Shall conform to DMS-IRM Data Center Standards.
- Shall attend a weekly project status/planning meeting.
- Shall provide a monthly written report that describes the deployment of staff resources to meet the requirements contained in this RFP. This report shall contain the cumulative hours expended, by week and by individual and position level, for the tasks performed in the past thirty (30) day period.
- Shall provide all personal computers and software to CONTRACTOR staff.

**Article 30**  
**Terms and Conditions**

**30.00 Contract Composition**

The component parts of the contract between the State of Delaware and the contractor selected from the evaluation of responses to this RFP shall consist of:

- (a) The Delaware contract signed by all parties, and any subsequent amendments to that document;
- (b) The RFP, inclusive of appendices and exhibits;
- (c) Any amendments to the RFP, and
- (d) The contractor's proposal and any written clarifications or representations incorporated as part of the procurement process.

Modification of the Contract may be necessary from time to time to assure compliance with changes in applicable laws, official rules, and regulations, and/or judicial interpretations. No modification or change of any provision of the Contract shall be made or construed to have been made, unless such modification is mutually agreed to **in writing** by the CONTRACTOR and the DEPARTMENT and which has been incorporated as a written amendment to the Contract.

**30.05 Funding Source**

This project is scheduled to be funded 66% by the Federal government and 34% by the State of Delaware under the current Federal Financial Participation ratio for this type of state child support enforcement functions and activities.

This contract is dependent upon the appropriation of the specific funds necessary therefore by the State and Federal governments. 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.

**30.10 Term of Contract**

The Contract will begin on December 12, 2006, after signing of the Contract, and shall end on December 11, 2009. This contract may be extended once or more for a total term of no more than five (5) years ending no later than December 11, 2011.

**30.15 Confidentiality**

The use or disclosure of IV-D case information is closely regulated by Federal law, and the CONTRACTOR shall safeguard any client information that may be obtained during the course of this project. The CONTRACTOR shall safeguard any client 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.

**30.20 Subcontracts**

The CONTRACTOR is fully responsible for all work performed under the Contract. The CONTRACTOR may, with the consent of the DIVISION, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontracts must be approved in writing by the DIVISION **prior** to the effective date of any subcontract. No subcontract which the CONTRACTOR enters into with respect to performance under the Contract shall in any way relieve the CONTRACTOR of all its responsibility for the performance of its duties.

**30.25 Method of Payment**

The Contract type will be fixed unit price, based on a firm bid submitted in the successful bidder's proposal. All prices, terms, and conditions contained in the successful bidder's proposal shall remain fixed and valid for the duration of the Contract.

Payment will be made to the CONTRACTOR based on satisfactory completion of the scope of work specified in this RFP. The CONTRACTOR must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. The basis for payment is specified in Appendix A, Model Contract, Article III: Basis for Payment.

All costs of proposal preparation will be borne by the prospective provider.

**30.30 Funding Disclaimer Clause**

The DIVISION reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the DIVISION'S funding limitations and processing constraints. The DIVISION reserves the right to terminate any contractual agreement without prior notice in the event the DIVISION determines that State or Federal funds are no longer available to continue the Contract.

**30.35 Prohibition Against Contingent Fees Should be Clarified in Detail**

The firm offering professional services must state that it has/will not hire employees or retain any company person other than a bona fide employee working primarily for the firm offering the professional services, to solicit or secure this agreement and that it has **not** paid or **agreed to pay** any person, company, corporation, individual, or other than a bona fide employer of the awarded bidder, who is performing said services, any fee, gift, or other consideration resulting in the award of this agreement. Violation of this commitment by the CONTRACTOR allows the DIVISION the right to terminate the Contract award and reject the bidder's proposal without any liability whatsoever.

**30.40 Contract Termination Conditions**

The DIVISION may terminate the Contract resulting from this request at any time that the CONTRACTOR fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal issued by the Contractor.

The DIVISION shall provide the CONTRACTOR with thirty (30) days notice of conditions endangering performance. If after such notice the CONTRACTOR fails to remedy the conditions contained in the notice, the DIVISION shall issue the CONTRACTOR an order for it to stop work immediately and to deliver all work and work-in-progress to the DIVISION. The DIVISION shall be obligated only for those services that have been rendered and accepted by it prior to the date of notice of termination.

Upon receipt of not less than thirty (30) days written notice, the Contract may be terminated on a date prior to the end of the Contract period without cause or penalty to either party. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at anytime not appropriated, or if appropriated funds are made unavailable for use on this project, the DIVISION shall have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funds. Unless otherwise agreed to, the Contract shall become null and void on the last day of the State fiscal year for which appropriations were received.

### **30.45 Reserved Rights**

Notwithstanding anything to the contrary, the DEPARTMENT and the DIVISION reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest costs.
- Reject any and all proposals received in response to this RFP or make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all bidders during the review and negotiation period.
- Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time.
- If negotiations fail to result in an agreement within two weeks, terminate negotiations and select the next most responsive proposal, prepare and release a new RFP, or take such other action as the DIVISION and DEPARTMENT deem appropriate.

The successful bidder will be required to secure a State of Delaware Business License, unless it meets the Internal Revenue Service requirements for classification as a “non-profit organization”.

### **30.50 Investigation of CONTRACTOR’s Qualifications**

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

### **30.55 Model Contract**

Appendix A of this RFP provides a copy of the Model Contract that shall be used by the DIVISION, subject to any changes which are mutually agreed upon by the DIVISION and the CONTRACTOR.

### **30.60 Renewal Clause**

If both parties agree, the Contract may be extended for up to a total of an additional twenty-four (24) months. Appropriate negotiation of project cost increases will be reviewed by both parties upon extension agreement(s).

### **30.65 Insurance Requirements**

1. The CONTRACTOR will assume all risk of, and responsibility for, and agree to indemnify and hold harmless the State, its agents, servants, and employees from and against, any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection with, made, brought, or obtained on account of loss of life, property, or damage connected with said work or performance or lack of performance of work required under the terms of a Contract resulting from this RFP.
2. The CONTRACTOR must have comprehensive general, medical, professional, and/or umbrella liability insurance in the amount of at least \$3,000,000 to cover all claims which may arise out of the CONTRACTOR's operations pursuant to the Contract terms and this coverage must be maintained by the CONTRACTOR throughout the timeframe of this Contract, as well as subsequent to Contract completion to cover any claims which might arise out of the contract, regardless of when the claim is made. Proof of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the CONTRACTOR, its agents, and employees must be provided to the DEPARTMENT prior to the effective date of any Contract which may result from this RFP.
3. The CONTRACTOR will be responsible for maintaining unemployment compensation coverage and workers compensation insurance coverage in accordance with all applicable State and Federal laws. Proof of this coverage must be provided to the DEPARTMENT **prior** to the award of any contract which may result from this RFP.
4. Additional insurance requirements are described in Article I, Section B, of the attached Model Contract.

### **30.70 Miscellaneous Requirements**

1. The awarding of this Contract will take into account an assessment of all factors relevant to the interests of the State of Delaware in the performance of its responsibilities under Title IV-D of the Social Security Act.
2. This Contract is dependent upon the appropriation of the specific funds necessary therefore by the State and Federal governments.
3. The DEPARTMENT will retain ultimate decision-making authority required to ensure contracted services are provided.
4. Policy Decisions – The DEPARTMENT retains final authority for policy decisions.
5. The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

### **30.75 DTI Requirements**

The Supplier(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Supplier(s), its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Supplier(s) shall follow practices consistent with generally accepted professional and technical standards. The Supplier(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information (DTI) and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, the Supplier(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. The Supplier(s) shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by the Supplier's failure to ensure compliance with DTI standards.

### **30.80 Contractor Personnel**

DHSS shall have the right to require the contractor to remove any individual from his/her assignment to this Agreement by the contractor or any subcontractor, if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. 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 position's pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the State Project Directors approve, in writing, a replacement staff member with equivalent experience and the replacement staff member assumes the vacated position immediately upon its vacancy.

## **Article 40 Procurement**

### **40.00 Background**

The procurement process will provide for the evaluation of proposals and selection of the winning proposal according to applicable State and Federal laws, rules and regulations. The procurement process shall be fair, impartial, honest, and conducted in accordance with the following standards:

- ◇ Bidders shall be accorded fair and equal treatment prior to the submission date specified in this RFP with respect to any opportunity for written clarification.
- ◇ The award shall be made to the responsible bidder whose proposal is determined in writing to be the most advantageous to the State taking into consideration the criteria set forth in the RFP. The Enhancements to DACSES Contract #35-10-01-07-02 file shall contain the basis on which the award has been made.

### **40.10 Timetable**

The procurement schedule is listed in Section 10.40 of this RFP. However, the DIVISION reserves the right to adjust this schedule in the best interests of the State.

### **40.20 Supplemental Information**

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarifications and/or further technical information from any or all prospective providers submitting proposals.

### **40.30 Cost of Preparing Proposal**

All costs for developing and submitting their proposals are solely the responsibility of the bidders. The DIVISION will provide no reimbursement for any such costs.

### **40.40 Proposal Rules for Withdrawal**

A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the DIVISION, signed by the bidder, within 72 hours after the proposal due date indicated in Section 10.40 of this RFP.

Otherwise once submitted a proposal shall remain valid for at least 150 days after the proposal due date.

### **40.50 Disposition of Proposals**

All proposals become the property of the State of Delaware and may be deemed to be public records subject to disclosure under the Delaware Freedom of Information Act, 29 Del. C Ch. 100. The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of any proposal will not affect this right. The State reserves the right to reject all proposals and to not issue a Contract under this RFP.

#### **40.60 Proposal Submission Requirements**

Two (2) signed originals and five (5) paper copies each of the Technical Proposal and the Business/Cost Proposal, as well as two (2) CD copies in Adobe format of the Technical (separate CDs) and Business Proposals (separate CDs) **must** be submitted under sealed cover. The Technical Proposal and the Business/Cost Proposal must be provided in **separate** sealed envelopes, and must be clearly marked (refer to Article 50.). They must be received by the DEPARTMENT on or before the time and date specified in Section 10.40 of this RFP. Proposals delivered by U.S. Postal Service or commercial carrier must be received **prior** to that deadline. Neither the DIVISION nor the DEPARTMENT can waive or excuse late receipt of a proposal which is delayed for any reason. Any proposal received after this deadline will be automatically disqualified and returned unopened to the bidder.

Proposals must be delivered to:

SANDRA SKELLEY, PROCUREMENT ADMINISTRATOR  
Delaware Health and Social Services  
Division of Management Services  
Procurement Branch  
Administrative Building-2nd Floor Main Bldg., Rm 259  
Delaware Health and Social Services Campus  
1901 N. DuPont Highway  
New Castle, Delaware 19720

Any amendments to a proposal as originally submitted, not required by the DIVISION, must comply with the requirements of this section, and must be received on or before the due date as previously specified.

#### **40.70 Bid Opening**

Bids will be publicly opened at the Procurement Branch, Administration Building, 2nd Floor Main Bldg., on November 27, 2006 at 11:00 a.m. local time

#### **40.80 Notice of Contract Award**

A written notice of Contract award will be sent to all bidders.

#### **40.90 Contract Provisions**

The successful bidder will enter into a Contract with the State of Delaware to provide programming enhancements to the Delaware Automated Child Support Enforcement System (DACSES). The provisions, terms, and conditions of this Contract are shown in Appendix A.

The **order of precedence** among the contract components shall be, first, the contract for professional services, second, the RFP (PSC #0713) and any amendments to it; third, the CONTRACTOR'S proposal, including any clarifications requested and incorporated therein by the State of Delaware.

In the event of any conflict between the terms and provisions of the State of Delaware contract resulting from this RFP and other documents executed preliminary to construction of the contract, the terms and provisions of the contract shall prevail over conflicting terms and provisions in other documents.

**Article 50**  
**Proposal Format and Content**

**50.00 Introduction**

The proposal shall be bound, labeled, and include the following parts:

- Volume I Transmittal Letter
- Volume II Technical Proposal/Plan for Contract Execution
- Volume III Business/Cost Proposal

Each part will be clearly marked and provided in **separate** sealed envelopes, with the bidder's name and address clearly denoted on the outside of each envelope.

**50.10 Transmittal Letter**

This should be in the form of a standard business letter signed by an individual authorized to legally bind the bidder, and clearly labeled "**Volume I: Transmittal Letter**". It should include, **at a minimum**:

A statement indicating that the bidder is a corporation or other legal entity and satisfies all licensing requirements of the State of Delaware and Federal law.

A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.

A statement that the services proposed will satisfy all of the requirements established in the RFP.

A statement of affirmative action that the bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

A statement that the bidder certifies as to its own organization that: (a) the prices proposed 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 bidder or with any competitor, and (b) unless otherwise required by law, the prices quoted have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor.

A statement that stipulates bid terms will remain in effect for at least 150 days.

A statement that the bidder will comply with all terms and conditions as indicated in Article 30 of this RFP and in the Model Contract (included as Appendix A) of this RFP, except as to modifications mutually agreed upon by the CONTRACTOR and the DIVISION.

A statement of the bidder's Federal Employer Identification Number.

A statement indicating the extent of work required under the terms of the RFP to be performed by the bidder, or by any subcontractor anticipated and included by the bidder in its proposal.

A statement that price and cost data are not contained in any portion of the bid other than in the Business/Cost Proposal section.

A statement that the bidder has the capability to provide the services requested within this RFP.

**NOTE:** The bidder should attach to the Transmittal Letter the following signed documents: (1) CONTRACTOR Certification Statement and (2) CONTRACTOR Non-Collusion Statement. These forms are attached to the RFP as Appendices B and C respectively.

## **50.20 Technical Proposal**

All bidders must prepare and submit a comprehensive Technical Proposal that should be marked as: “**Volume II: Technical Proposal**”. It should include a detailed description of the bidder’s approach to performing the services required by Article 20 of this RFP. The following general format must be used for the Technical Proposal:

- A. Executive Summary.
- B. Introduction and Problem Statement.
- C. Technical Approach.
- D. Project Organization and Staffing.
- E. Corporate and Individual Qualifications.

Appendix A: a summary of each relevant corporate project.

Appendix B: a resume for each professional staff to be assigned to this project.

The Technical Proposal must **not** contain any reference to price.

### **A. Executive Summary**

This section should provide a concise summary of the Technical Proposal in such a way as to provide the DEPARTMENT’S Evaluation Committee with a broad understanding of the bidder’s proposal relative to the intent and requirements of this RFP. It should **not** contain any reference to the proposed contract price.

### **B. Introduction and Problem Statement**

This section shall include a statement of the context and purpose of the project, the scope of the project, the nature of the issues to be addressed, and the implications of these issues for future development of Delaware’s child support enforcement program. This introduction and problem statement is intended to provide a context for subsequent sections of the Technical Proposal and to demonstrate the bidder’s understanding of the intent and requirements of this RFP.

### **C. Technical Approach**

This section shall include a detailed description of the bidder’s approach to performing the Scope of Work required by Section 20 of this RFP. The bidder shall take note of any interpretations, qualifications, limitations, deviations, and/or exceptions to the Scope of Work specified in this RFP. The bidder should also note any work it proposes that exceeds the RFP requirements.

#### D. Project Organization and Staffing

The bidder shall submit an Organizational Chart reflective of their main headquarters. The bidder shall discuss the staffing structure it plans to utilize to meet the requirements of this project. This staffing structure shall include an identification of its professional staff to be assigned, the roles of those professional staff (including identification of the bidder's project manager), and a summary of each of their qualifications as they relate to the specific requirements of this project. The identified professional staff, including the project manager, will be designated Key Personnel unless otherwise indicated. The onsite availability of the proposed professional staff to the project will be ensured by the means of a Key Personnel Clause in the contract. Those employees not listed as "Key" must be representative in experience and education to those that will be assigned to this project. Resumes of professional staff who would be assigned to this project shall be included as an Appendix B to the bidder's proposal.

It is mandatory that the bidder provide a Staff Loading Chart (Appendix G – RFP) which lists the name, job titles, and labor categories that would be assigned to this project; a narrative description of the job titles should be included as an attachment to the Staff Loading Chart. The narrative attached to the Staff Loading Chart must list Labor Categories relative to Job Titles and explain the minimum amount of experience necessary to qualify for each Job Title. The Labor Categories and minimum years of experience are as follows:

Project Manager	2 years or more technical supervisory experience and technical design work.
Senior Programmer	3 years or more programming experience.
Junior Programmer	6 months or more programming experience.
Database Administrator	1 year or more DBA experience
Documentation Specialist	6 months or more technical experience.

One person may fill multiple labor categories, but this must be clearly indicated on the Staff Loading Chart. The Technical Review Committee will assign a point value to the various Labor Categories that bidders have indicated will be assigned to this project.

This Staff Loading Chart must be consistent with the budgeted staff in the Business/Cost Proposal. The Staff Loading Chart can be found in Appendix G of this RFP. However, as noted above, the Staff Loading Chart should **not** provide any reference to costs.

#### E. Corporate Qualifications

In this section the bidder must describe the corporate qualifications that it has to efficiently perform the contract. This description must include a discussion of relevant current and previous projects, and shall specify how the experience gained in those projects will enhance the capability of the organization to meet the requirements of this project. A summary of current and completed relevant projects shall be included as Appendix A to the bidder's proposal. These summaries should include a brief description of each project; the contracting agency; the start and end dates; the contract amounts; the project officer with name, address, and current telephone number; and the current bidder professional staff who were assigned to these projects. This section should also include a description of the corporate facilities and capabilities relevant to conducting the services required under this project, including computer capabilities and report production capabilities.

If the bidder is a division or subsidiary of another organization, the bidder must provide: (1) the name of the parent organization and its address; (2) the incorporation/organization date, and (3) the name of its President/Chief Executive Officer.

### **50.30 Business/Cost Proposal**

Each bidder must prepare and submit a complete and comprehensive Business/Cost Proposal which should be marked: “**Volume III: Business/Cost Proposal**”.

It must list one (1) single fully loaded hourly billing rate that would encompass a blended block of all contract programming services performed by any of the bidder’s qualified staff described in the bidder’s Technical Proposal. Bidders are required to provide a blended hourly billing rate for each year on their Project Cost Sheet (Appendix I). Staffing hourly billing rates agreed to under this contract will be binding upon the Contractor for the life of this contract. The number of programming hours, required under this contract, is estimated to be between 4,000 and 5,000 hours, annually. The selected contractor will invoice the DIVISION on a monthly basis on deliverables that it has been informed have been approved for billing by the DMS-IRM Unit. Details concerning the contractor billing process are described in Appendix C of the Model Contract contained in Appendix A of this RFP.

Included with the Business/Cost Proposal must be the bidder’s most recent audited or auditor reviewed financial statements. The financial statements must include a Balance Sheet and Income Statement that has been prepared by an independent Certified Public Accountant (CPA), as well as all corresponding footnotes pertaining to the financial statements. The Department reserves the right to review the financial capacity of bidders to the satisfaction of the agency.

## **Article 60 Proposal Evaluation**

### **60.00 Method of Evaluation**

The DIVISION will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP that complied with the due dates specified in Section 10.40 of this RFP.

The Evaluation Criteria will be grouped into the following three separate categories:

Category 1: Mandatory Requirements

Category 2: Technical Proposal/Plan for Contract Execution

Category 3: Business/Cost Proposal

Each of these categories will be discussed further in this section.

Selection of the successful bidder will be based on the proposal that is determined to be in the best interest of the DIVISION taking into consideration all of the criteria set forth in this RFP.

The DIVISION reserves the right to reject any or all proposals received, or to cancel this RFP, regardless of evaluation, if it is determined to be in the best interest of the DIVISION.

### **60.10 Evaluation Organization**

The Evaluation Panel will consist of a Technical Review Committee and a Business/Cost Review Committee.

Bids will be reviewed and scored by the Evaluation Criteria described herein.

### **60.20 Mandatory Requirements**

This portion of the evaluation will be performed by the DIVISION Director or his designee. 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:

- (1) Two (2) signed originals and five (5) paper copies each of the Technical Proposal and the Business/Cost Proposal, as well as two (2) CD copies in Adobe format of the Technical (separate CDs) and Business (separate CDs) Proposals must be submitted under sealed cover;
- (2) A Transmittal Letter and three (3) copies signed by an officer of the bidder, or an authorized designee, must be submitted under sealed cover which includes **all** of the Mandatory Requirements listed in Section 50.10 of this RFP;
- (3) Two (2) signed originals and ten (10) copies of an Executive Summary provided with the Technical Proposal;

- (4) Three (3) copies of recent audited or auditor reviewed financial statements prepared by an independent CPA;
- (5) Acceptance of the terms and conditions of the RFP and Model Contract, with any exceptions specifically noted;
- (6) Stipulation that bid terms will remain in effect for at least 150 days;
- (7) Signed CONTRACTOR Certification Statement (Appendix B);
- (8) Signed CONTRACTOR MWBE Self-Certification Tracking Form (Appendix C);
- (9) Signed Bidders Signature Form (Appendix D);
- (10) Signed Statement of Compliance Form (Appendix E);
- (11) Documentation that demonstrates the bidder meets the Professional Licensing and Certification requirements set forth in Article 20.10 of this RFP, and
- (12) Completed Project Cost Schedule (Appendix I).

The State of Delaware reserves the right to reject proposals not meeting these mandatory conditions without any further consideration.

### **60.30 Evaluation Process**

All proposals will be evaluated based on the Evaluation Criteria in RFP Sections 60.50 and 60.60.

The DEPARTMENT Evaluation Committee will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a CONTRACTOR does or does not conform to the conditions and specifications of this RFP is the responsibility of the respective DEPARTMENT Evaluation Committees and the Delaware Division of Child Support Enforcement. The Technical and Business proposals of each bidder will be evaluated and assigned points. A maximum of 100 total points is possible.

### **60.40 Method of Evaluation**

Each proposal will be checked to ensure that all Mandatory Requirements have been met. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

If subcontractors are to be used, the CONTRACTOR must provide for each subcontractor all information required of the CONTRACTOR, in order that the DEPARTMENT may evaluate the subcontractor(s) as well as the CONTRACTOR according to the Evaluation Criteria set forth in the following two sections.

**60.50 Technical Proposal Evaluation Criteria**

Only those bidders submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored. Technical Proposals which fail to meet this provision will be rejected and will not be scored. Technical proposal scoring will take into account how well the proposed solutions meet the guidelines set forth by the federal Administration for Children and Families (ACF), Office of Child Support Enforcement (OCSE). Only those Technical Proposals with a Total Technical Score of 50 or higher will have their associated Business Proposals scored. Technical Proposals with a Total Technical Score below 50 will be rejected. Bidders with rejected Technical Proposals will not have their Business Proposals scored.

<b>Category</b>	<b>Maximum Assigned Points</b>
Meets Mandatory RFP Requirements	Pass/Fail
Organization, Staff Qualifications and Experience With Similar Projects	30
Understanding Scope of the Project	20
Project Management Methodology	5
Appropriateness of Proposed Solution	25
<b>Total Maximum Technical Score</b>	<b>80</b>

**60.60 Business/Cost Proposal Evaluation Criteria**

Total business score will be based on the costs submitted as part of the cost worksheet. Strong consideration will be given to how well the costs in the Project Cost Sheet (Appendix I) compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. The State of Delaware 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.

<b>Total Maximum Business Score</b>	<b>20</b>
-------------------------------------	-----------

**60.70 Ranking of Proposals**

(Total Technical Score + Total Business Score) = Total Evaluation Score

<b>Total Maximum Evaluation Score</b>	<b>100</b>
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The DEPARTMENT Evaluation Committee will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a bidder does or does not conform to the conditions and specifications of this RFP is the responsibility of the DEPARTMENT’s Evaluation Panel and the Delaware Division of Child Support Enforcement.

The DEPARTMENT Evaluation Committee shall make recommendations regarding the contract award to the Division (DCSE) Director and the Agency Head who shall have final authority, subject to the provisions of this RFP and Title 29 Del C § 6982, to award a contract to the successful firm in the best interest of the State of Delaware.



**Model  
Contract for  
Performing Programming Enhancements on the  
Delaware Automated Child Support Enforcement System (DACSES)**

**Between**

**Department of Health and Social Services  
Division of Child Support Enforcement**

**and**

**Contractor Name**

**Contract #: 35-10-01-07-02**

# Division of Child Support Enforcement

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### Perform Systems Enhancements to DACSES

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Appendix A

**Model CONTRACT #35-10-01-07-02  
Programming Enhancements to DACSES**

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of Child Support Enforcement (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on December 12, 2006, or as soon as possible after execution of the Contract and terminate on December 11, 2009, unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

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

- |     |                                    |                          |
|-----|------------------------------------|--------------------------|
|     | a) Comprehensive General Liability | \$1,000,000              |
| and | b) Medical/Professional Liability  | \$1,000,000/ \$3,000,000 |
| or  | c) Misc. Errors and Omissions      | \$1,000,000/\$3,000,000  |
| or  | d) Product Liability               | \$1,000,000/\$3,000,000  |

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

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

- |   |                     |
|---|---------------------|
| e) Automotive Liability (Bodily Injury)   | \$100,000/\$300,000 |
| f) Automotive Property Damage (to others) | \$ 25,000           |

**Model Contract #35-10-01-07-02**

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the State of Delaware Business License, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. The Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

**Model Contract #35-10-01-07-02**

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

- 12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other. Notice shall be addressed to the Division as follows:

Charles E. Hayward, Director  
Division of Child Support Enforcement  
P.O. Box 904  
New Castle, DE 19720

Mailed notice to the Contractor shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 13. In the event of amendments to current Federal or State laws that nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
- 14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
- 15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

**Model Contract #35-10-01-07-02**

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements  
Appendix B - Services Description  
Appendix C - Contract Budget  
Appendix D – Request for Proposal (RFP)  
Appendix E – Contractor’s Proposal Dated \_\_\_\_\_

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. The Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. The Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department 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.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

## Model Contract #35-10-01-07-02

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. The Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$\_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The Contractor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.

## Model Contract #35-10-01-07-02

5. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix N/A to this Contract. 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 PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions".
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

**Model Contract #35-10-01-07-02**

**E) Authorized Signatures:**

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Charles E. Hayward  
Director

\_\_\_\_\_  
Date

**Model Contract #35-10-01-07-02 for Programming Enhancements to DACSES  
Between DHSS/DCSE and \_\_\_\_\_**

**Model Contract Appendix A:  
Additional Contract Requirements**

The following provisions are additional terms and conditions of the contractual agreement between the state of Delaware, Department of Health and Social Services (DHSS), Division of Child Support Enforcement (DCSE), and the DACSES Programming Enhancement (Maintenance Request) Contractor as well as those stated in the main body (DEPARTMENTAL boilerplate) of this Contract.

**1. Contract Content and Precedence**

- (a) This entire Contract between Delaware Health and Social Services (the “DEPARTMENT”), the Division of Child Support Enforcement (the “DIVISION”), and \_\_\_\_\_ (the “CONTRACTOR”), is composed of the main body Contract boilerplate pages 1 - 7 and Contract Appendices A – E.
- (b) The CONTRACTOR shall perform all duties and meet all obligations specified in this Contract, in accordance with the CONTRACTOR’S proposal incorporated as Appendix E to provide programming enhancements to DACSES.
- (c) The order of precedence among the contract components shall be, first, the contract for programming enhancements to DACSES, second, the RFP and any amendments to it; third, the contractor’s proposal, including any clarifications requested and incorporated therein by the State of Delaware.

In the event of any conflict between the terms and provisions of this contract and other documents executed preliminary to construction of this contract, the terms and provisions of this contract shall prevail over conflicting terms and provisions in these other documents.

- (d) If any part of this Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of this Contract but the effect thereof will be confined to the part immediately involved.
- (e) The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation here.

**2. Procedure for Amendment**

- (a) This Contract shall not be altered, changed, modified, or amended except by written consent duly executed by authorized officials of all parties to the Contract. No alteration or variation of the terms and provisions of this Contract shall be valid unless made in writing and signed by all parties. Each amendment shall specify the date on which its provisions shall become effective.
- (b) All Contract modifications or amendments affecting the scope, cost, or time frame of the Contract require prior approval of the DEPARTMENT.

## **Model Contract #35-10-01-07-02**

### **3. Resolution of Disputes**

Any dispute, which, in the judgment of a party of this Contract, may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The parties shall promptly meet face to face to negotiate in good faith and use every reasonable effort to resolve such difficulty in a mutually satisfactory manner.

### **4. Power and Authority of Signing Parties**

Each signatory warrants by their signature that they have full power and authority to enter into this Contract on behalf of the party for which they sign, and that the signatory has been properly authorized and empowered to enter into this Contract. Each party further acknowledges by their signature that they have read this Contract, understand it, and agree to be bound by it.

### **5. Qualifications to do Business**

The CONTRACTOR shall, no later than thirty (30) days after the date of Contract award, provide written assurance to the DIVISION, that the CONTRACTOR is qualified to do business in Delaware and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract. Along with this letter, the CONTRACTOR should provide the DIVISION with a copy of the CONTRACTOR'S State of Delaware Business License as well as a current Certificate of Insurance.

### **6. Payment of Taxes**

As a condition of this Contract, the CONTRACTOR shall pay all federal, State, and local taxes incurred by the CONTRACTOR and shall require their payment by any subcontractor or any other person that it retains in the performance of this Contract. Satisfactory performance of this paragraph is a condition precedent for any payment to CONTRACTOR by the DEPARTMENT under this Contract.

### **7. Covenant Against Contingent Fees**

The CONTRACTOR warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage fee except employees or agencies maintained by the CONTRACTOR for the purpose of securing business. If this warrant is discovered to be false, the DEPARTMENT may terminate this Contract without liability or in its discretion deduct from the Contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee which the DEPARTMENT believes to have been paid or agreed to be paid by the CONTRACTOR.

### **8. CONTRACTOR Warranties**

The CONTRACTOR warrants that any products provided by the CONTRACTOR to the DEPARTMENT or utilized by the CONTRACTOR in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of such a claim by any third party against the DEPARTMENT or the State of Delaware, the DEPARTMENT shall promptly notify the CONTRACTOR, and the CONTRACTOR shall indemnify and defend the DEPARTMENT or the State against any loss, cost, expense, or liability (including attorneys' fees) arising out of such claim, whether or not this claim is successful against the DEPARTMENT or the State of Delaware.

## **Model Contract #35-10-01-07-02**

## **9. Act of God**

This Contract shall not be breached by delay in performance hereunder when such delay is caused in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order. If performance is required after the period of the Contract because of delays arising from such a cause, the CONTRACTOR is not excused from performance.

## **10. Confidentiality**

The use or disclosure of IV-D case information is closely regulated by Federal law, and the contractor shall safeguard any client information that may be obtained during the course of this project. The contractor shall safeguard any client 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.

## **11. Contractor Personnel**

DHSS shall have the right to require the contractor to remove any individual from his/her assignment to this Agreement by the contractor or any subcontractor, if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. 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 position's pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the State Project Directors approve, in writing, a replacement staff member with equivalent experience and the replacement staff member assumes the vacated position immediately upon its vacancy.

**Model Contract #35-10-01-07-02 for Programming Enhancements to DACSES  
Between DHSS/DCSE and \_\_\_\_\_**

**Model Contract Appendix B  
Description of Services**

**A. Period of Contract**

The services of the CONTRACTOR are to commence on December 12, 2006, or as soon as possible after execution of the contract, and terminate on December 11, 2009. However, the period of this Contract may be extended by written amendment signed by duly authorized officials of both parties delineating the conditions and requirements of the extension. All such extensions, if any, require **prior** approval of the DEPARTMENT. This paragraph is contingent upon receipt by CONTRACTOR of a purchase order approved by the Delaware Department of Finance.

**B. Duties of the CONTRACTOR**

1. The CONTRACTOR shall provide programming enhancements to the Delaware Automated Child Support Enforcement System (DACSES).

2. The CONTRACTOR shall maintain an organizational structure and staffing level sufficient to discharge the CONTRACTOR'S responsibilities under this Contract.

3. The CONTRACTOR shall maintain adequate liaison with the DIVISION and IRM in connection with CONTRACTOR'S contractual responsibilities.

4. The CONTRACTOR shall assume sole and complete responsibility for the cost of and timely accomplishment of all its responsibilities under this Contract. This may Require on-call support of production implementations and post-production problems of code generated as a result of CONTRACTOR efforts under the constraints of this contract.

5. The CONTRACTOR shall be responsible for full, current, and detailed knowledge of published federal and State legislation, regulations, and guidelines pertinent to discharging the CONTRACTOR'S responsibilities.

6. The CONTRACTOR shall cooperate fully with any other contractors, consultants, or other parties that may be engaged by the DEPARTMENT, in connection with the object of this Contract and permit access by all other parties, as requested in writing by the DEPARTMENT, to any procedures and records that may be in the possession of or under the control of the CONTRACTOR.

7. The CONTRACTOR shall permit authorized representatives of the DEPARTMENT and/or the U.S. Department of Health and Human Services reasonable on-site access to the responsible employees of the CONTRACTOR performing services hereunder for the purpose of inspection, or audit of records, or discussing with such employees the duties they perform and the methods by which they perform such duties. The DEPARTMENT may inspect, in the manner and at times that it considers appropriate, all of the CONTRACTOR'S facilities and activities relevant to this Contract.

8. The CONTRACTOR shall provide reasonable assistance as requested by the DEPARTMENT in maintaining liaison and coordination with groups, committees, or similar bodies, which are interested in the performance of or object of this Contract.

**Model Contract #35-10-01-07-02**

9. The CONTRACTOR shall ensure that the CONTRACTOR'S personnel as well as the CONTRACTOR'S authorized subcontractor(s) and their personnel at all times comply with all security regulations in effect both on and off the DEPARTMENT'S premises for all materials belonging to the Contract. CONTRACTOR shall obtain the DEPARTMENT'S written permission to remove from the DEPARTMENT'S premises any item or materials belonging to the DEPARTMENT prior to such removal.

10. The CONTRACTOR assumes full responsibility for and agrees to indemnify the DEPARTMENT for any and all loss or damage of whatever kind or nature, to any and all state real or personal property, including but not limited to, data files, computer systems, documents, manuals, and similar materials, resulting in whole or in part from the willful, reckless, or negligent acts or omissions of the CONTRACTOR, or any employee, agent, or representative of the CONTRACTOR, or any subcontractor.

11. The CONTRACTOR shall have overall responsibility for the management, performance, and completion of all work under this Contract.

12. The CONTRACTOR shall have total and complete responsibility for the preparation of all items or products contracted for, as identified in this Contract and its Appendices. All costs of document preparation will be borne by the CONTRACTOR where appropriate. For those documents that the DIVISION will reproduce, the CONTRACTOR is responsible to provide camera-ready copies.

13. Upon request, the CONTRACTOR agrees to be available for meetings with the DIVISION and DMS-IRM on a weekly basis to discuss performance compliance and to develop effective solutions to various Contract problems and issues.

14. The CONTRACTOR will coordinate all staff assignments with the DEPARTMENT. The DEPARTMENT reserves the right to review and approve all CONTRACTOR staff assignments to this Contract.

15. The CONTRACTOR shall communicate by telephone or in-person with the DIVISION and DMS-IRM during the life of this Contract at a time or times set by the Project Liaison for project status discussion meetings. These conferences shall be supplemented by information communications as needed to convey significant developments or problems as they arise.

The CONTRACTOR shall identify at each project status meeting or tele-conference any and all problems which the CONTRACTOR contends are caused by the DEPARTMENT'S failure to perform its obligations in a timely manner during a specified period and/or which have increased the CONTRACTOR'S costs and/or time for performing under this Contract. The failure of the CONTRACTOR to identify such problems will constitute a binding admission by the CONTRACTOR that during the period in question there were no such problems.

The DEPARTMENT shall have the opportunity to mitigate the effects of any such problem identified by the CONTRACTOR at the scheduled meeting in the succeeding period. The CONTRACTOR shall specifically identify in its scheduled report those previously specified problems whose effects have not been completely mitigated, and the failure to identify in it's scheduled report any problem whose effects have not been completely mitigated shall constitute a binding admission by the CONTRACTOR that said problem has not resulted in an increase of the CONTRACTOR'S costs and/or time for performing this Contract during the relevant period.

**C. Duties of the DEPARTMENT**

In order to facilitate the completion of this project, the DEPARTMENT will have the following distinct responsibilities:

- 1.** To appoint a Project Director who will be responsible for and have the authority to make project-related decisions and authorize changes, additions, etc.
- 2.** To arrange for on-site interviews, as needed, with identified DEPARTMENT program staff to provide input on requirements in the CONTRACTOR'S Proposal as outlined in Appendix E.
- 3.** To ensure the timely and on-going communication and participation of DEPARTMENT personnel in relation to any data requests outlined in Appendix E.
- 4.** To provide the CONTRACTOR with any existing policy manuals, program data, operational guidelines, State Plans, and/or other written documentation that may impact project outcomes.
- 5.** To monitor and approve/disapprove all work performed by the CONTRACTOR. Completed deliverables shall be reviewed and approved according to the listing in the relevant sections of the CONTRACTOR'S proposal.
- 6.** To remit payment to the CONTRACTOR within thirty (30) days of invoice approval according to the payment provisions outlined in the CONTRACTOR'S fee schedule and Contract Appendix C, Section A.
- 7.** To maintain cost distribution records related to this project for federal and State funding sources.
- 8.** To keep all pertinent officials apprised of the status of the project, and to submit all materials, documents, etc., as required for review or approval.

The DEPARTMENT will make available to the CONTRACTOR in the performance of its duties related to this Contract only the support described above.

**Model Contract #35-10-01-07-02 for Programming Enhancements to DACSES  
Between DHSS/DCSE and \_\_\_\_\_**

**Model Contract Appendix C  
Contract Budget**

**A. Basis and Method of Payment**

For the services described and the deliverables identified and agreed to in this Contract, the DEPARTMENT agrees to compensate the CONTRACTOR, subject to the terms set forth in this Contract.

The DIVISION will submit Maintenance Request invoices to the IRM Unit for their review and approval.

The DIVISION will host regularly scheduled project status meetings between DIVISION, IRM and CONTRACTOR staff to discuss at a minimum, policy updates, system issues, proposed system modifications, maintenance request priorities and status, workload and implementation schedules and CONTRACTOR invoices. During these meetings, maintenance requests will be assigned a priority and prioritized maintenance requests will be assigned to IRM, DIVISION or CONTRACTOR staff as appropriate. Emergency work assigned or performed outside of these meetings will be documented with an email to meeting participants. This work will be written up and submitted as maintenance requests as soon as possible. It is vital that any formal (scheduled) meetings with CONTRACTOR staff outside of the normal status meetings have invited representatives from both DIVISION and IRM to ensure open communication on all issues.

The CONTRACTOR will submit a proposal to the DIVISION that at a minimum identifies:

- a) the Contract number;
- b) description of the Maintenance Request;
- c) the deliverables(s)
- d) a good faith estimate of the hours of be worked by the staff member(s) tied to each deliverable;
- e) a good faith estimate of cost of each deliverable;
- f) proposed start and end dates per deliverable, and
- g) total estimated hours and cost.

The CONTRACTOR will notify the DIVISION when a deliverable is ready for acceptance testing, and the DEPARTMENT will test accordingly within a reasonable period of time.

Upon deliverable acceptance testing approval, the DIVISION will notify IRM to begin the Quality Control (QC) process and implementation planning with the CONTRACTOR. IRM will complete the QC process and develop the implementation plan within a reasonable period of time. The DIVISION will be notified upon IRM approval of the deliverable and its implementation plan. (IRM's approval will include a Quality Assurance verification of the submitted inventories of changes.) The DIVISION will then notify the CONTRACTOR that the deliverable has been approved for payment, and that an invoice should be prepared and submitted to the DIVISION. At a minimum, each invoice must list:

## **Model Contract #35-10-01-07-02**

- (a) the Contract number;
- (b) a description of the Maintenance Request;
- (c) the deliverable(s) completed;
- (d) actual hours worked by the staff member(s) tied to each deliverable;
- (e) actual charge per deliverable, and
- (f) the total invoice price.

After an invoice has been approved and returned by IRM, the DIVISION'S Fiscal Unit will promptly process it and notify the CONTRACTOR once the invoice has been delivered to the DEPARTMENT'S Accounts Payable Unit. These terms apply unless:

1. Both parties agree in writing to a temporary variance from the prescribed timing of a particular payment, or
2. The CONTRACTOR is given written notice by the DIVISION within twenty (20) working days of receipt of an invoice, that the covered performance is considered by the DIVISION to have been unacceptable for a stated reason(s). In this case, the CONTRACTOR shall correct its performance level and resubmit it for approval or notify the DIVISION in writing that, for specific reasons, it believes the DIVISION'S failure to accept performance to be unjustified. Upon service of such a reply from the CONTRACTOR, the requirements for face-to-face meetings shall take effect.

### **B. Withholding of Payment and Rights to Recovery**

The DEPARTMENT may withhold the full amount of the final billing from the CONTRACTOR pending satisfactory completion by the CONTRACTOR, its agents, employees, or subcontractor of all services contracted for hereunder. Payments to the CONTRACTOR shall be made upon submission of accurate, written billings for allowable Contract deliverables.

### **C. Extra-Contractual Services**

No extra-contractual services shall be approved unless specifically authorized in writing by the Secretary of the DEPARTMENT or his designee. Any and all work performed by any person or entity outside the scope of services covered by this Contract and without **prior written** authorization from the DEPARTMENT shall be gratuitous and the DEPARTMENT shall bear no obligation to make reimbursement of any kind for such service

### **D. Pre-Contract Cost**

The DEPARTMENT shall not be liable for any pre-contract activity or costs incurred by the CONTRACTOR in preparing or modifying its proposal, during the negotiations for this Contract or for any work performed in connection therewith prior to the effective date of this Contract.

### **E. Cost**

Total payments under this Contract shall not exceed \$\_\_\_\_\_ in accordance with the cost and payment schedule presented in Section A herein.

**Model Contract #35-10-01-07-02**

**F. Maintenance of Project Records**

The CONTRACTOR agrees to maintain accurate accounts, books, documents, and other evidential accounting, and fiscal records in accordance with established and recognized methods of accounting and which sufficiently and properly reflect all direct and indirect administrative and service costs of any nature expended in the performance of this Contract. Funds received and expended under the Contract shall be accounted for and recorded by the CONTRACTOR so as to permit the DEPARTMENT and appropriate State and Federal agencies to audit and account for all Contract expenditures in conformity with the terms, conditions, and provisions of this Contract and with all pertinent State and Federal laws and regulations.

**G. Responsibility for Payment for CONTRACTOR'S Use of Non-State Sources**

The CONTRACTOR is totally responsible for payment for any and all resources purchased, ordered, or used in fulfilling its obligations under this Contract. The CONTRACTOR has no authority to bind the DEPARTMENT or the State of Delaware to pay for any such goods or services of this type.

**H. Ensure Compliance with Contract Article C ("Financial Requirements")**

The CONTRACTOR should reference and monitor all contract clauses in Article C ("Financial Requirements"), contained in the main body of this Contract, in order to ensure full compliance with all of the "Contract Budget" related requirements set forth elsewhere in this Contract.

**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL  
PSC0713  
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 by the contractor 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 to induce any 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 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. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

m. If the amount of their proposal is over \$100,000, by their signature below, they are representing that the Firm and/or its Principals, along with its subcontractors and assignees covered by their proposal, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

RFP Appendix B  
PSC0713

**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: \_\_\_\_\_



**PSC0713  
OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-  
CERTIFICATION TRACKING FORM**

**IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.**

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise

Phone # (302) 739-4206 Sandy Stump

Fax# (302) 739-5661 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

**Disadvantaged Business Enterprise (DBE):**

Any corporation, partnership, sole proprietorship, individual or other business enterprise, operating a business for profit with 100 employees or fewer, including employees employed in any subsidiary or affiliated corporation which otherwise meets the requirements of the federal small business innovation research program, except for the limitation on regarding a maximum number of company employees.

**C. Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

Sandy Stump

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5661

**Appendix D**



**STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES  
PSC0713**

**BIDDERS SIGNATURE FORM**

**Name of Bidder** \_\_\_\_\_  
**Signature of Authorized Person** \_\_\_\_\_  
**Type in Name of Authorized Person** \_\_\_\_\_  
**Title of Authorized Person** \_\_\_\_\_  
**Street Name/Number** \_\_\_\_\_  
**City, State, and Zip Code** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Fax Number** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Bidder's Federal Employer Identification No.** \_\_\_\_\_  
**Delivery Day/Completion Time** \_\_\_\_\_  
**F.O.B.** \_\_\_\_\_  
**Terms** \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR**

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

**Appendix E**  
**PSC0713**  
**Statement of Compliance Form**

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

They will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature \_\_\_\_\_  
Name (Typed) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Appendix F  
PSC0713  
State of Delaware Contracts Disclosure**

<b>Vendor/ Predecessor Firm Name</b>	<b>State Department and Division</b>	<b>Contact Name, Address, and Phone Number</b>	<b>Period of Performance</b>	<b>Contract Number</b>	<b>Amount</b>
Sample Vendor Firm Name	DHSS \ DMS	Contact Name 1901 N Dupont Highway New Castle, DE 19720 302.999.9999	01/01/2002 – 12/31/2002	PSC-999	\$100,000

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance, contract number and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

List contracts in the format specified. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter **“No contracts to specify”** under Vendor/Predecessor Firm Name in the first row of the table.



## **Appendix H**

### **Delaware Health and Social Services Division of Child Support Enforcement DACSES Programming Enhancements PSC0713**

DHSS Information Technology Environment  
Version: July 2005

<http://www.dhss.delaware.gov/dhss/dms/irm/dhsstechenv.html>

**Appendix I**

**Delaware Department of Health and Social Services  
Division of Child Support Enforcement  
Programming Enhancements to DACSES  
Bidder's Project Cost Sheet  
RFP PSC0713**

<b>Description</b>	<b>Hourly Billing Rate Bid Year 1 12/12/06 – 12/11/07</b>	<b>Hourly Billing Rate Bid Year 2 12/12/07-12/11/08</b>	<b>Hourly Billing Rate Bid Year 3 12/12/08 – 12/11/09</b>	<b>Hourly Billing Rate Bid Year 4 12/12//09 – 12/11/10</b>	<b>Hourly Billing Rate Bid Year 5 12/12//10 – 12/11/11</b>
<b>Blended Hourly Billing Rate for Contractor Staff</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>