

---

STATE OF DELAWARE

---



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

**DIVISION OF MANAGEMENT  
SERVICES**

**1901 N. DuPont Highway  
New Castle, DE 19720**

---

**REQUEST FOR PROPOSAL NO. PSC 736**

**FOR**

**Emergency System for Advanced Registration of Volunteer Health  
Professionals (ESAR-VHP)**

**FOR**

**Division of Public Health  
417 Federal Street  
Dover, DE 19901**

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

**Date Due:**                      **April 17, 2007**  
   ***11:15am***

A mandatory pre-bid meeting will be held on March 5, 2007, at 12:00pm at the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Main Administrative Building, South Loop, 1<sup>st</sup> Floor Conference Room #198, 1901 N. DuPont Highway, New Castle, DE 19720.

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

---

---

REQUEST FOR PROPOSAL # PSC 736

Sealed proposals for the Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) for the Division of Public Health, 417 Federal Street, Dover, DE 19901, will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:15am** local time, on **April 17, 2007**. At which time the proposals will be opened and read. A **mandatory** pre-bid meeting will be held on **March 5, 2007** at **12:00pm** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, South Loop, First Floor Conference Room #198, 1901 N. DuPont Highway, New Castle, DE 19702. For further information concerning this RFP, please contact Tim O'Hea at (302) 223-1720.

All RFP-PSCs can be obtained online at <http://www.state.de.us/dhss/rfp/dhssrfp.htm> A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or 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 you are asked 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# NUMBER 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  
HERMAN M. HOLLOWAY SR.CAMPUS  
PROCUREMENT BRANCH  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
1901 NORTH DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

This 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. Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

---

---

Notification to Bidders

"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance 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." Please refer to Section 7.2.2 and Appendix H.

**IMPORTANT: DELIVERY INSTRUCTIONS**

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

---

---

# Table of Contents

---

<b>1</b>	<b>Project Overview .....</b>	<b>1</b>
1.1	Introduction .....	1
1.2	Background and Purpose .....	1
<b>2</b>	<b>DHSS Program and System Overview.....</b>	<b>2</b>
2.1	Delaware Department of Health and Social Services (DHSS) .....	2
2.2	The Division.....	2
2.2.1	Public Health Preparedness Section .....	2
2.3	Support/Technical Environment.....	3
2.3.1	Division Information Technology Unit.....	3
2.3.2	Information Resource Management (IRM) .....	3
2.3.3	Department of Technology and Information (DTI) .....	3
<b>3</b>	<b>System Overview.....</b>	<b>4</b>
3.1	Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP).....	4
<b>4</b>	<b>State Responsibilities .....</b>	<b>10</b>
4.1	Staffing Roles .....	10
4.1.1	Project Organization Chart .....	11
4.2	State Staff Participation .....	11
4.3	Resource Availability .....	12
4.4	Deliverable Review .....	12
4.5	Implementation .....	12
<b>5</b>	<b>Contractor Responsibilities/Project Requirements.....</b>	<b>13</b>
5.1	Staffing.....	13
5.1.1	On-Site Staffing Requirement.....	13
5.1.2	Offsite Project Work.....	14
5.1.3	Offshore Project Work .....	15
5.1.4	Project Director Requirement .....	15
5.1.5	Project Manager Requirement.....	15
5.1.6	Project Help Desk Staff Requirement.....	15
5.2	Project Management.....	16
5.3	Requirement To Comply With HIPAA Regulations and Standards .....	16
5.4	Requirement to Comply with State Policies and Standards .....	16
5.5	Requirement to comply with Public Health Information Network (PHIN) Technical guidelines .....	17
5.6	State Architecture Requirements.....	17
5.7	Performance .....	17
5.8	Degree of Customization .....	18
5.9	Backup and Recovery.....	18

---

5.10	Disaster Recovery .....	18
5.11	Specific Project Tasks.....	18
5.12	Deliverables .....	18
5.13	Ninety (90) Day Warranty Period .....	19
5.14	Project Expectations .....	19
5.14.1	Customization/Development .....	19
5.14.3	System Testing .....	20
5.14.4	User Acceptance Testing (UAT) .....	21
5.14.5	Training.....	21
5.14.6	Support Services.....	21
5.14.7	Maintenance Services.....	21
<b>6</b>	<b>Proposal Evaluation/Contractor Selection.....</b>	<b>23</b>
6.1	Process.....	23
6.2	Proposal Evaluation and Scoring.....	23
6.2.1	Mandatory Requirements .....	23
6.2.2	Technical Proposal Scoring.....	24
6.2.3	Business Proposal Scoring.....	24
6.2.4	Total Points Awarded .....	24
6.2.5	Final Selection .....	25
<b>7</b>	<b>Bidder Instructions .....</b>	<b>26</b>
7.1	Submission Information .....	26
7.1.1	Proposal Delivery .....	27
7.1.2	Closing Date .....	27
7.1.3	Notification of Award.....	27
7.1.4	Bidder Questions .....	28
7.1.5	Anticipated Schedule.....	28
7.1.6	Proposal Becomes State Property .....	28
7.1.7	RFP and Final Contract .....	29
7.1.8	Proposal and Final Contract.....	29
7.1.9	Modifications to Proposals.....	29
7.1.10	Alternative Solutions .....	29
7.1.11	Cost of Proposal Preparation.....	29
7.1.12	Mandatory Pre-bid Conference.....	29
7.2	Volume I – Technical Proposal Contents.....	29
7.2.1	Transmittal Letter (Section A).....	30
7.2.2	Required Forms (Section B).....	30
7.2.3	Executive Summary (Section C).....	31
7.2.4	Project Management Plan (Section D) .....	31
7.2.5	Project Requirements (Section E) .....	32
7.2.6	Staff Qualifications and Experience (Section F) .....	32
7.2.7	Firm Past Performance and Qualifications (Section G).....	32
7.3	Volume II – Business Proposal Contents .....	33
7.3.1	Project Cost Information (Section A) .....	33
7.3.2	Software and Hardware Information (Section B) .....	33
7.3.3	Vendor Stability and Resources (Section C) .....	33

---

<b>8</b>	<b>Terms and Conditions.....</b>	<b>35</b>
8.1	Contract Composition .....	35
8.2	Payment for Services Rendered.....	35
8.3	Contract Term.....	35
8.4	Contractor Personnel.....	35
8.5	DTI Requirements.....	36
8.6	Funding.....	36
8.7	Confidentiality .....	37
8.8	Method of Payment:.....	37
<b>9</b>	<b>Appendices .....</b>	<b>38</b>
A	General Terms and Conditions.....	39
B	Certification and Statement of Compliance.....	44
C	Standard Contract.....	48
D	Website Links.....	59
E	IRM/IMS Mandatory Requirements.....	60
F	Key Position Resume.....	67
G	Project Cost Form.....	69
H	Mandatory (Pass/Fail) Submission Requirements Checklist.....	77
I	State of Delaware Contracts Disclosure.....	79
J	Crosswalk of RFP Section 5.....	82
K	Bidders Signature Form.....	85
L	Office of Minority and Women Business Enterprise Self-Certification Tracking Form.....	87
M	Bidder Project Experience.....	90

# 1 Project Overview

---

## 1.1 Introduction

This is a Request for Proposal (RFP) for Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) issued by the Division of Public Health (DPH), Public Health Preparedness Section (PHPS). The ESAR-VHP project focuses on establishing a standardized volunteer registration system that will include readily available, verifiable, up-to-date information regarding a volunteer's identity, licensing, credentialing, accreditation and privileging in hospitals or other medical facilities.

## 1.2 Background and Purpose

The federal government has required that the state of Delaware develop a system that registers health volunteer information with proper health volunteer authorization, assign each health volunteer an emergency credentialing level in accordance with emergency credentialing standards based on credential information inputs and to do emergency verification of volunteer information and authorize the information's use in an emergency.

## **2 DHSS Program and System Overview**

---

### **2.1 Delaware Department of Health and Social Services (DHSS)**

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

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

### **2.2 The Division**

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

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

The Division receives federal dollars for the purpose of supporting and protecting the public health of the citizens of Delaware through the activation of SHOC.

#### **2.2.1 Public Health Preparedness Section**

Public health preparedness is a strategic priority for the Division. Federal funding is used to support preparedness activities such as planning, training, exercising, outreach, system development and maintenance, enhanced laboratory capability and disease investigation/treatment. The Public Health Preparedness Section (PHPS) manages this program for DPH and is the lead programmatic source of information for this project. PHPS uses an all hazards planning approach and the Modular Medical Expansion System (MMES) as the basis for managing emergencies. MMES is a scalable, flexible method of employing personnel, plans, equipment and facilities that can be used to respond to any type of emergency event.

## **2.3 Support/Technical Environment**

The three groups responsible for the development and operation of the automated systems that support the Division are described below. The Division and Information Resource Management (IRM) will appoint co-Project Directors. These individuals will be responsible for monitoring project progress and will have final authority to approve/disapprove project deliverables and payments. IRM will serve as the technical liaison with DTI (see below). The selected contractor will coordinate efforts for this project with the Division and IRM co-Project Directors.

### **2.3.1 Division Information Technology Unit**

The Divisional Information Technology unit, Information Management Services bureau (IMS), is responsible for working with public health 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 that rely on data systems. For this project, IMS staff, along with other key DPH staff, will work with IRM and the selected contractor on a daily basis during the development of the data system project.

### **2.3.2 Information Resource Management (IRM)**

The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and advice on automated systems software and development. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications and Help Desk support group. For this project, IRM will provide project staff for consulting support and advice to assure that technical questions and technical issues are resolved quickly.

### **2.3.3 Department of Technology and Information (DTI)**

DTI is a separate cabinet level agency responsible for running the State of Delaware's mainframe computer operations, wide area data network and setting statewide IT policy and standards. DTI as a separate state agency does not fall under the authority of DHSS. However, DTI is responsible for supplying mainframe and Wide Area Network (WAN) systems support to DHSS as well as other state agencies. Additionally, DTI provides 24x7 data center operations support. DTI provides state agencies with technical consultant services. DTI will work closely through IRM on this project to ensure that State IT standards are followed.

## 3 System Overview

---

### 3.1 Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)

System Description: Design a database that can 1) establish a standardized, volunteer registration system that will include readily available, verifiable, up-to-date information regarding the volunteer's identity, licensing, credentialing, accreditation, and privileging in hospitals or other medical facilities; 2) identify and better utilize health professional volunteers in emergencies and disasters; 3) eliminate a number of the significant problems encountered when seeking to utilize medical and healthcare volunteers in a complex emergency response situation; and 4) provide portability, or the ability to share health volunteer information between regions and states. This system must be designed to perform primary source verification, i.e. the direct verification of a health care professional's credential(s) by the entity that issued the credential or by means of a Credential Verification Organization, or a Joint Commission for the Accreditation of Health Care Organizations designated equivalent source. Additionally, the system must be able to classify health volunteers according to the Emergency Credentialing Standards, i.e. Levels 1 (volunteer possesses all of the minimum required credentials and credentials have been appropriately verified) to Level 4, (Unencumbered License, Indeterminate)

The systems should be developed in compliance with the overarching SOA based technical approach completely in compliance with PHIN technical guidelines. Some of the services may or may not exist during the development of the systems, but it is required that the delivered product should satisfy all the functional requirements identified. The necessary web services from the developed modules should be published for consumption by the other modules in order that the overall mission is accomplished. Appropriate security and authorization protocols should be followed to the best of the available technology. Bidders are expected to describe how their proposed solutions meet the requirements described in this section.

#### Functionality:

- A) The ESAR-VHP system must be designed to support three interdependent, interoperable functions, which are:
  - 1) *Registration* to record health volunteer information with proper health volunteer authorizations.
  - 2) *Emergency Credentialing* to assign each health volunteer an emergency credentialing level in accordance with emergency credentialing standards based on credential information inputs.

- 3) *Emergency Verification* to verify the health volunteer information and authorize the information's use in an emergency.
- B) Collect the necessary information on a reoccurring basis to allow for system functions to operate:
    - 1) Health volunteer authorizations & acknowledgements
    - 2) Identification information
    - 3) Credentialing information
  - C) The system must have the capability to provide an audit trail.
  - D) The system must have the capability to encrypt the data.
  - E) The system must have the capability to provide a way for the authorized party to verify electronically a health volunteer's following information:
    - 1) Identity
    - 2) Emergency credentialing level
    - 3) Credential information
  - F) Manual capabilities must also be developed for redundancy and back up options in the event that the electronic systems are not available.
  - G) The health volunteer information collected by the ESAR-VHP System must be secure and confidential, particularly since it may be shared with other localities, regions, or States. The acquisition, use, disclosure, and storage of identifiable health-information must all be consistent with federal and State health-information privacy laws.
  - H) The system must be able to assign the classification of health and other volunteers according to the emergency credentialing standards.
    - 1) Physicians
    - 2) Licensed Practical Nurses and Registered nurses
    - 3) Pharmacists
    - 4) Radiologic Technologists
    - 5) Respiratory Therapists
    - 6) Clinical Laboratory Technologists and Technicians
    - 7) Marriage and family therapists
    - 8) Medical and public health social workers

- 9) Mental health and substance abuse social workers
  - 10) Psychologists
  - 11) Mental health counselors
  - 12) Behavioral health professionals
  - 13) Other volunteers as identified by the state
- I) The system must determine their level of information needed for emergency credentialing standards.
  - J) For each occupation, the ESAR-VHP emergency credentialing methodology may have up to four (4) emergency credentialing levels.
    - 1) Level 1 will possess all specified verified credential elements for the occupation.
    - 2) Level 2 will possess fewer verified credential elements.
    - 3) The same process is utilized for all occupations.
  - K) Determine appropriate protocols for ESAR-VHP System use at the state level. The System must be useful in a multi-jurisdictional response scenario, whether intrastate or interstate.
  - L) An ESAR-VHP System must be operational, though not necessarily activated, at the time the State declaration of emergency is announced.
  - M) The manual system will include:
    - 1) State issued (color photo) ID Cards
    - 2) Paper reports of System records
    - 3) Freestanding System back-ups
  - N) The following processes shall be developed for the Registration function:
    - 1) Web-based registration and account maintenance
    - 2) Integration with professional license renewal
    - 3) Paper-based registration
    - 4) Hospital administered registration
  - O) The following processes shall be developed for the Emergency Credentialing function:
    - 1) Integration with State licensing databases

- 2) Manual verification of licensure information
  - 3) Verification of credentials through credential verification organization
  - 4) Verification of credential from participating hospital
- P) The following processes shall be developed for the Emergency Verification function:
- 1) Web-based information confirmation
  - 2) Smart Card technology
  - 3) Static ID cards
  - 4) Telephone and wireless verification
  - 5) Hard copy volunteer directory back-ups
  - 6) Localized database access on PCs
- Q) The System shall have the capability to capture the following:
- 1) The distance the health volunteer is willing to travel (miles) for deployment
  - 2) Length of time the volunteer is willing to stay deployed
  - 3) What kind of incident or emergency the volunteer is willing to respond
  - 4) All volunteer organizations that a given volunteer is affiliated with
  - 5) Whether a volunteer is willing to participate in a federally coordinated emergency response; if a volunteer answers "Yes" to the Federal question then additional information may be required. i.e., volunteer's training, physical and medical status, and criminal background history.
- R) The System shall provide clear guidance and information on key questions to potential health volunteers prior to them registering on the ESAR-VHP System. For example, an FAQ link to a page displaying pertinent information and frequently asked questions (and answers).
- S) The registration Webpage must:
- 1) be password protected
  - 2) Allow for rapid queries by DOH Staff with the ability to contact volunteers as needed
  - 3) Grant retirees and other non-practicing licensed professionals admission to the Health Alert Network (HAN)

- 4) Provide space for volunteers to enter information concerning their wishes to receive preparedness training from local partners
- T) The System must have a means for ensuring security of the System and its information, such as:
- 1) Security procedures for non-administrative System users
  - 2) Security procedures for Administrative system users
  - 3) System operation security procedures
- U) The System must reside in physically secure environments allowing for limited access by authorized individuals. Additional physical security considerations include hosting the System in a well-secured location with environmental (e.g. flooding and fire) protection systems, intrusion alarms, and monitoring by trained and competent personnel.
- V) A technical System Administrator must be assigned with responsibilities that include:
- 1) Verifying and updating volunteer information
  - 2) Establishing information redundancy and back-ups
- W) Coordinating System use in an emergency
- X) The System must be designed to allow health volunteers to update their own information, such as their legal residence, contact information, additional training, or professional specialty updates. It should also have the capability to send email reminders on a quarterly or semi-annual basis to prompt health volunteers to review and update their information.
- Y) Sending email reminders on a quarterly or semi-annual basis to prompt health volunteers to review and update their information has been recommended as an effective way to keep the system updated.
- Z) The System must also provide the ability for the volunteer to change or modify authorizations or have his or her health volunteer records taken out of an ESAR-VHP System promptly.
- AA) Regular, complete back-ups of the System should be performed on a daily basis.
- BB) Once the System's information and applications are backed up, it is essential that copies of the back-ups be stored both locally and off-site. They must be stored in a protected area so that critical data remains secure and private. This can be accomplished by using multiple servers to deliver and store information for the ESAR-VHP System.

- CC) Because credential information and emergency credentialing levels may change and the potential for ID card forgery, additional steps must be employed to verify the health volunteer's information with the ESAR-VHP System.
- DD) The application process for ID card issuance may be streamlined by automating the process through the ESAR-VHP System. It will also be advantageous to provide instructions for authenticating the cards, such as having information on a web address or providing a telephone number to access additional information on the health volunteer.
- EE) DPH should review the Future Focus Areas and Needs of the National ESAR-VHP Program in Section 10.4.
- FF) Delaware's ESAR VHP will be able to expand current volunteer registries across the state and:
  - 1) Facilitate a joint effort with those local and regional organizations that provide emergency response efforts and have local volunteer registries in place
  - 2) Engage organizations to participate in the ESAR VHP.
- GG) The ESAR VHP system should be able to identify and credential first responders.
- HH) Qualified volunteer health professionals in the ESAR-VHP system will be registered & vetted for identity/role-response.
- II) The system must have the capability to facilitate the exchange and deployment of approximately 10,000 volunteers).
- JJ) Would like the option of having the ESAR-VHP system record and track training of volunteers.
- KK) The System must be consistent with Health Resources and Services Administration (HRSA) guidelines and easily adaptable to new and revised guidelines.

## **4 State Responsibilities**

---

The following are DHSS responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, available resources, and system testing and implementation (if applicable). There is an emphasis on the limitation of DHSS staff time for this project and their role in the customization/development process.

### **4.1 Staffing Roles**

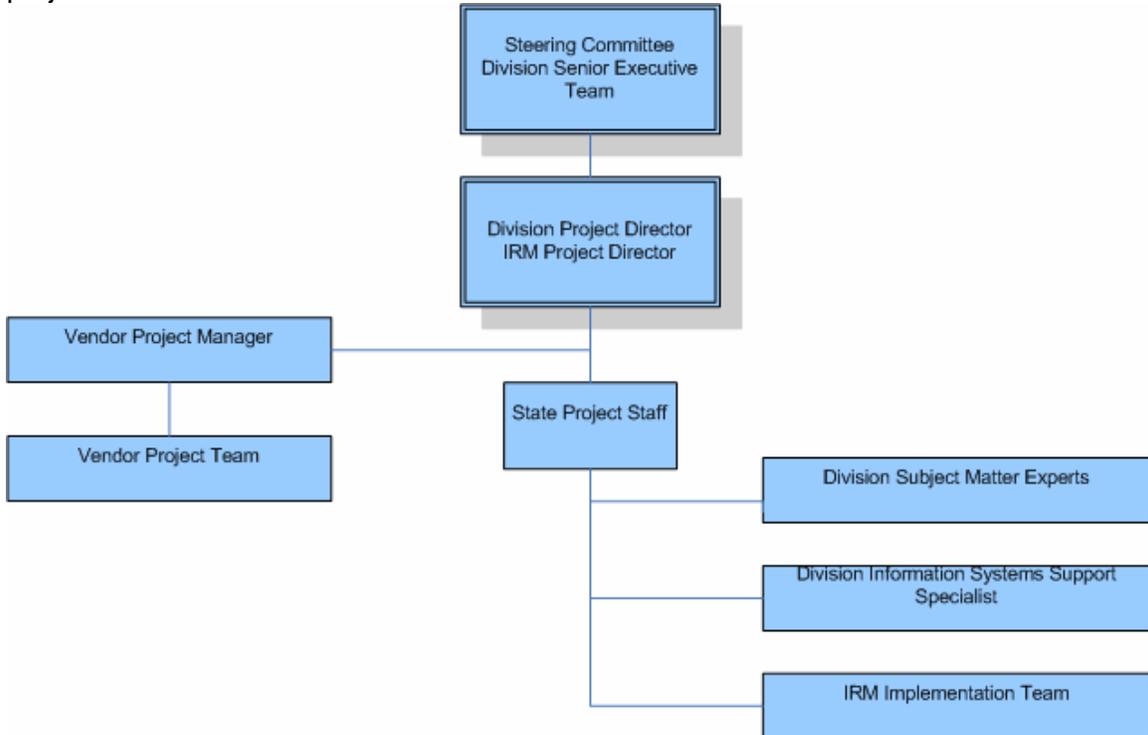
The Division and IRM will appoint co-Project Directors. These co-Project Directors will serve to manage the contractor during this project. All project deliverables will be approved by signature of both the Division and IRM project directors. The Division Project Director will serve as the overall business project director, while the IRM Project Director will serve as the technical project director.

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

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

#### 4.1.1 Project Organization Chart

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



#### 4.2 State Staff Participation

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

### **4.3 Resource Availability**

During State business days, the Biggs mainframe production systems are normally available from 7:00 AM to 6:00 PM. On Saturday the hours are 8:00 AM to 4:30 PM. Production systems are taken down earlier on specific monthly dates to accommodate particularly heavy batch schedules. Test systems availability will be scheduled in concert with other development staff. DTI has mainframe systems support staff on site from 7:00 AM to 4:30 PM. DTI Operations staff are on site 24x7. IRM applications, telecommunications and Help Desk staff are on site from 8:00 AM to 4:30 PM on State business days. The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential state resource, any reported problems have a very high priority and are dealt with immediately. Biggs Data Center power is conditioned and outside supply fluctuations can trigger a switch to automatic local power generation capability. The State has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Remote connectivity through SSL-VPN is available for offsite work for contracted staff that must access, update or maintain servers and/or applications in the DMZ. Please refer to Appendix D for more information on the DHSS IT environment.

### **4.4 Deliverable Review**

It is the responsibility of the DHSS staff to perform deliverable review. For each document deliverable, the DHSS staff will either approve the deliverable in its entirety or disapprove the deliverable and return with comments. The DHSS staff is also responsible for User Acceptance Testing on all functional aspects of the project. DTI may participate in the review process for certain deliverables. It is the responsibility of the DHSS staff to review all project deliverables in the agreed upon timeframe. The DHSS staff will notify the bidder of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal DHSS staff approval. Likewise, production implementation of each module is contingent upon formal DHSS staff approval.

### **4.5 Implementation**

Production implementation is normally an IRM responsibility. Depending on the solution selected, IRM may require participation of contractor staff.

## 5 Contractor Responsibilities/Project Requirements

---

The following are contractor responsibilities and project requirements under this RFP. Given the limitations of assigning State staff to this project, the contractor is expected to provide most of the expertise and provide for the full range of services during the project. Bidders must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this RFP.

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

- Implementing Large Scale Applications based on Service Oriented Architecture (SOA)
- Technical expertise in fulfilling all the requirements laid out by the IT Infrastructure at DPH (See Appendix D)

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

### 5.1 Staffing

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

- Project director
- Project manager
- Business analysts
- Senior developers
- Technical analysts (i.e. DBA, SE, etc.)
- Documentation specialists
- Functional Experts
- Help Desk Manager
- Trainers

The resumes will be for specific named individuals and will be in the format specified in Appendix F. Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role.

#### 5.1.1 On-Site Staffing Requirement

The following key contractor staff is required to be on-site at the Biggs Data Center in New Castle, Delaware, or the Jesse Cooper Building and Blue Hen corporate center in Dover Delaware as indicated below:

- Contractor should specify with a justification, the percentage of time to be spent by the contractor Project Director on the site.
- Contractor should specify with a justification, the percentage of time to be spent by the contractor Project Manager on the site.
- Contractor should specify with a justification, the percentage of time to be spent by the contractor Business Analysts on the site.
- Contractor should specify with a justification, the percentage of time to be spent by the contractor Functional Experts on the site.

- Contractor should specify with a justification, the percentage of time to be spent by the contractor Technical Analysts on the site.
- Contractor should specify with a justification, the percentage of time to be spent by the contractor Senior Developers on the site, if needed for customization.
- Contractor should specify with a justification, the percentage of time to be spent by the contractor Trainers on the site when needed for training DPH employees in the use of the system.

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

### 5.1.2 Offsite Project Work

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

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

- Provide a detailed description of work to be completed offsite along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.
- Provide an organization chart with job titles of offsite staff and their relationship to the bidder.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by bidder staff or sub-contractors.
- For offsite subcontractor or bidder staff, please include the names and resumes of key staff, highlighting prior participation on similar projects. Also provide named or sample resumes for lower level staff.
- Detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. The State prefers that the offsite project manager be a bidder employee. Please refer to RFP Section 5.1 for normal bidder staffing requirements.

- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by the State.
- Provide a description of prior bidder organization experience with use of offsite bidder staff or subcontractors and provide U.S. client references for that work.
- Provide a detailed description of proposed project manager's experience in directing offsite staff and/or subcontractors.
- Describe your understanding that the State will only provide management of this project and bidder resources through the on-site project manager. All management/relationships with offsite resources, whether bidder staff or subcontractors, will be handled by the respective bidding organization.

### **5.1.3 Offshore Project Work**

The State will not permit project work to be done offshore.

### **5.1.4 Project Director Requirement**

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

### **5.1.5 Project Manager Requirement**

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

In their proposals, bidders must include a confirmation that their Project Manager will schedule status review meetings on-site, at least bi-weekly, and that their Project Manager will provide written minutes of these meetings to the DHSS Project Directors by noon the business day prior to the next meeting.

### **5.1.6 Project Help Desk Staff Requirement**

Vendor Help Desk expertise is critical to the success of the system. Staff proposed for this function do not need to be dedicated exclusively to this role. They may serve a primary role in addition to providing Help Desk coverage. Secondary Help Desk support must be identified in the resume of the staff member primarily bid for another function. Bidder must supply at least a primary and a backup Help Desk function during the UAT, production Implementation and the warranty period. These staff will provide second-level

support during State business hours to callers with system issues. The department's Help Desk will provide first-level support. This generally includes resolution of issues such as network connectivity, application log in problems and general PC advice. The contractor will provide second level support. This will be more system-specific and require application expertise. Specific system issues may be referred to third-level divisional support for SME expertise.

## **5.2 Project Management**

The contractor must be the prime contractor to develop all the deliverables required by this RFP. The contractor must recommend a core team to work with DHSS over the course of the project and must identify other resources needed. A detailed, up-to-date project plan must be created and maintained weekly to accurately reflect project timelines and tasks. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. For each document deliverable, the contractor will first deliver for DHSS/DPH approval a template with an outline and sample contents. The actual deliverable will follow the approved template. It will be the contractor's responsibility to provide complete and accurate backup documentation as required for all document deliverables.

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

## **5.3 Requirement To Comply With HIPAA Regulations and Standards**

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

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

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

## **5.4 Requirement to Comply with State Policies and Standards**

All proposed solutions submitted in response to this RFP must be fully compatible with the Department of Health and Social Services' technical environment. This is specified in Appendix D via the following web links:

- DHSS Information Technology (IT) Standards
- State of Delaware Web Standards

Vendors must also comply with DTI policies and standards which will be distributed at the pre-bid meeting upon vendor signature of a non-disclosure agreement.

Vendor staff accessing State IT resources must comply with DHSS policies and standards, and will be required to sign the DHSS Biggs Data Center User Authorization Form and the Biggs Data Center Non-Disclosure Form.

All components of the proposed solution, including third party software and hardware, are required to adhere to the policies and standards described above, including any links or documents found at the above referenced web sites. **All exceptions must be addressed in your Technical Proposal.**

### **5.5 Requirement to comply with Public Health Information Network (PHIN) Technical guidelines**

The Public Health Information Network (PHIN) is Center for Disease Control's (CDC) vision for advancing fully capable and interoperable information systems in the many organizations that participate in public health. PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems. It is very important for the developed systems to be PHIN compliant to the extent that it should be able to seamlessly integrate and exchange information with other systems that are compliant with the technical guidelines specified in PHIN. Refer to the PHIN website at <http://www.cdc.gov/PHIN/> for more detailed technical guidelines.

### **5.6 State Architecture Requirements**

The State prefers to have a system with a web front-end for a common user interface that is platform independent. The State will consider n-tiered systems that are hosted at a server level. The current mainframe supports a number of system and available resources are limited. Synching mainframe online and batch schedules further restricts system operating hours.

Various mainframe software version upgrades are planned through 2007 to bring this data center up-to-date with current releases. The State will provide up-to-date mainframe, server, network and security testing and implementation schedules to the winning bidder. Bidders are expected to take this changing technical environment into consideration for their analysis and recommendations. In terms of proposal costs, vendor will be expected to develop total project costs that include purchase of hardware and software, out year hardware and software licensing, support and maintenance costs along with staffing projection costs.

### **5.7 Performance**

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

## **5.8 Degree of Customization**

In terms of costs, vendor will be expected to account for necessary customization of proposed solution in order to fit Division business needs.

In terms of customization of COTS software to meet State needs, this must not exceed 20%. The State will waive ownership rights of customization features if they are made part of the standard product, which in fact is the State's preference.

## **5.9 Backup and Recovery**

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

## **5.10 Disaster Recovery**

DHSS has contracted with Vital Records, Inc. as the offsite media storage contractor for client/server and mainframe backup media. Sungard Recovery Systems is contracted as the client/server and mainframe cold site contractor. Disaster recovery tests are conducted every six months for the Biggs mainframe. Contractor is expected to review this process with IRM and DTI to ensure that it is sufficient

## **5.11 Specific Project Tasks**

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

## **5.12 Deliverables**

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

Each document deliverable must be delivered in one (1) paper copy along with electronic copies sent to the two DPH Project Directors. Each deliverable shall be reviewed by DHSS and will require formal approval from DHSS prior to milestone approval and payment. Federal approval may also be required for certain documents as well. DHSS staff time is limited on this project especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The contractor must include at least ten (10) business days, per deliverable, in the project plan for DHSS staff to complete a review and to document their findings. Based on the review findings, DHSS may grant approval, reject portions of or reject the complete document, request contractor revisions be made, or may state the inability to respond to the deliverable until a future specified date. Upon each rejection, the contractor will have five (5) business day periods to revise the document. Additional three (3) business day periods shall be required by DHSS for subsequent reviews whenever revisions are

requested or a deliverable is disapproved. Bidder will include reasonable federal timeframes in the project plan for those deliverables requiring federal review, comment and approval. Formal milestone approval by DHSS will be required for milestone invoicing.

The source code (or executable, in the case of COTS products) for each application module deliverables will initially be delivered to the IRM Manager of Application Support responsible for the Division (or designee) at the time of User Acceptance Testing. The vendor is responsible for installation in the DHSS test environment with IRM staff present. The vendor must remain on-site to address any errors until the application is successfully installed. The project plan must include sufficient time for user acceptance testing (UAT), which will be coordinated with training for the UAT group. The vendor is responsible for developing a test plan and providing UAT test scripts along with each application module.

DPH requests that a Project Plan developed in Microsoft Project be delivered as part of the bid. This project plan must include Deliverables, Milestones and Payment Points for the implementation of the system on which the bidder is bidding.

### **5.13 Ninety (90) Day Warranty Period**

As the final deliverable of the project, vendor will supply 90 work days of warranty support after the final production implementation of all modules. The first two weeks of warranty support will be on-site. The warranty period provides for issue resolution, bug fixes and system functionality problems with the new system. This support is included in the firm fixed price.

### **5.14 Project Expectations**

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

#### **5.14.1 Customization/Development**

Vendor assumes primary responsibility for this portion of the project with minimal assistance from DHSS staff.

#### **5.14.2 Site Requirements**

For non-ASP solutions, the application and database infrastructure and platforms must be located at the Biggs Data Center on the DHSS Herman Holloway Sr. Health & Social Services Campus in New Castle, Delaware. In addition to production, a separate, isolated UAT environment shall be set up so as to minimize interference with the production environment. Additional staging areas may be proposed at the discretion of the vendor. Bidder will address how each of these areas will be set up and utilized. Separate Data Center test and production environments will be maintained for the life of the system. Proposals must provide for adequate ongoing licenses to maintain each environment.

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

When a web browser based solution is not available, DHSS runs all "thick client" applications (sometimes referred to as "client/server applications") on the Citrix Metaframe platform. Vendors proposing such applications must ensure full Citrix Metaframe compatibility. DHSS has infrastructure in place to present Citrix based applications to internal network users and/or external users via the Internet. In any case a complete web browser based solution without using Applets and ActiveX is highly desirable

Any remote access by IT vendors will be accomplished through the use of SSL VPN. Direct modem dial-up access is not allowed. If a vendor expects or requires remote access for proper implementation and/or support of his product, proposals must detail the exact nature of the remote access required and why it cannot be accomplished through other means. Vendors should note that under no circumstances is "remote control" of user desktops ever allowed and the State of Delaware firewall will block such access. For remote access to Windows based servers in the DMZ, either RDP or Citrix must be used.

If the vendor will use any third party products during the course of this project, such products must be approved in writing by DHSS prior to their use. In order to receive such approval the vendor is required to submit a list of the products, the number of licenses that will be procured (if applicable), a description of how the product will be used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of DHSS.

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

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

#### **5.14.3 System Testing**

Contractor will consult with IRM to ensure that all aspects of the testing environment are ready. Conversion run tests from existing system will be scheduled through IRM. These tests will be scheduled to run during off peak hours so as to minimize network load.

Each developed entity will be thoroughly tested by the contractor before it is scheduled for acceptance testing with the State.

#### **5.14.4 User Acceptance Testing (UAT)**

Each system module will undergo UAT by the State prior to production implementation. The locations for UAT State staff will be at the State's discretion. Upon formal State approval of the module's UAT, it will be scheduled with IRM for implementation into the production environment.

#### **5.14.5 Training**

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

#### **5.14.6 Support Services**

Bidders must include a description of the ongoing support they are proposing which will start after the warranty phase. Support includes help desk support, bug fixes, updates and new releases. Costs for such services will need to be shown in the Business Proposal volume, together with a statement that such services will be available for a minimum of five years after the warranty period. The first year will be mandatory; years two through five will be at the State's option. Support cost inflation is discussed on the cost forms.

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

Bidders should also address the following in their proposal:

- Identify your average of your response and resolution times. Provide examples of current measurements and metrics.
- Describe your process for providing application fixes and enhancements.
- Identify your average turnaround time for fixes and enhancements.
- Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements.
- Identify your anticipated 2007–2009 schedule for new releases and updates.
- Confirm whether you have User Conferences and/or Advisory Boards.

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

#### **5.14.7 Maintenance Services**

Bidders must also provide:

- An estimate of the number of hours required to apply the DHSS customization features to new releases.

- A single fully loaded hourly rate which will apply to this work, as well as to future customization.

This information will need to be shown in the Business Proposal. Support cost inflation is discussed on the cost forms.

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

## **6 Proposal Evaluation/Contractor Selection**

---

### **6.1 Process**

An Evaluation Team will review all proposals submitted in response to this RFP. The Evaluation Team will perform separate Technical Proposal and Business Proposal Reviews. The Business Proposal Review will be done only after the Technical Proposal Review process has been completed.

Each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements. Any proposal failing to meet those requirements is subject to immediate disqualification without further review. Relative merits of all remaining proposals will be evaluated against technical criteria as listed in this RFP.

Vendors may be required to demonstrate their proposed solutions.

The Business Proposal evaluation will be conducted in accordance with cost criteria listed in this RFP.

The individual scores of each evaluator will be averaged to determine a final technical score and a final business score. Technical and Business scores will be combined to determine each bidder's total score.

Evaluation team findings will be presented to the DPH Senior Executive Team. The DPH Senior Executive Team will review Evaluation Team findings and may request that top bidders present oral reviews. A potential contractor will be recommended to the Director of the Division of Public Health. Final selection is at the discretion of the Director or his designee.

### **6.2 Proposal Evaluation and Scoring**

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

#### **6.2.1 Mandatory Requirements**

The Evaluation team will perform this portion of the evaluation. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy **all** of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows: Vendor is required to address Section 5 "Contractor Responsibilities/Project Requirements" in detail by subsection and bullet. Vendor is required to follow Section 7 "Bidder Instructions" explicitly and complete all required forms as instructed.

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

**6.2.2 Technical Proposal Scoring**

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 as State and Federal guidelines. See Appendix D for links to the applicable websites.

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
Appropriateness of Proposed Solution in Terms of Business & Technical Requirements	30
Organization, Staff Qualifications and Experience With Similar Projects	30
Understanding Scope of the Project	10
Project Management Methodology	10
<b>Total Maximum Technical Score</b>	<b>80</b>

**6.2.3 Business Proposal Scoring**

Total business score will be based on the costs submitted as part of the cost worksheet and on the documented stability and resources of the vendor. Strong consideration will be given to how well the costs in the Project Cost Forms compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. 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>
-------------------------------------	-----------

**6.2.4 Total Points Awarded**

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

<b>Total Maximum Evaluation Score</b>	<b>100</b>
---------------------------------------	------------

### **6.2.5 Final Selection**

The vendor scores and recommendations will be presented to the Division Senior Executive Team who will make a final recommendation.

## 7 Bidder Instructions

---

### 7.1 Submission Information

This subsection describes procedures and conditions that will affect the preparation and submission of bidder proposals.

The proposal must be submitted in eight (8) separate copies bound separately and submitted under separate cover.

- Volume 1 – Technical Proposal
- Volume 2 – Business Proposal

Response copies of each volume:

- Two (2) signed originals and six (6) copies.
- Two (2) CD's with electronic versions of the entire proposals in Adobe .PDF and Microsoft Word .doc (2000 or higher) formats. This will be used for researching the proposals and reprinting as necessary.

Each CD will contain the following files at a minimum:

- RFP Technical Proposal.doc
- RFP Proposal.doc
- RFP Technical Proposal.pdf
- RFP Business Proposal.pdf
- RFP Project Plan.mpp
- CD Directory.doc

Each of the proposal files must be a single file comprising each entire proposal. Each proposal file in .PDF format must be a printable copy of each original volume submitted. The project plan contained in the technical proposal files must also be submitted separately as an .mpp file. Other files may be submitted separately. The CD Directory.doc file must contain a Word table listing each file contained on the CD along with a short description of each. Bidder must certify that these CD's have been scanned and are free from viruses and other malicious software.

The original copies of each of the Technical and Business Proposal Volumes must be clearly marked as such. In addition, see Section 9 for copies of other required forms to be included in each proposal.

The Technical Proposal Volume copies must be labeled on the outside as follows:

<p style="text-align: center;">State of Delaware Department of Health and Social Services RFP</p> <p style="text-align: center;">Volume 1 Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP)- Technical Proposal</p> <p style="text-align: center;">DHSS RFP #PSC <b>736</b> (Name of Bidder)</p> <p style="text-align: center;"><b><i>April 17, 2007 11:15 A.M. ET</i></b></p>
--

The Business Proposal Volume copies must be labeled on the outside as follows:

<p style="text-align: center;">State of Delaware Department of Health and Social Services RFP</p> <p style="text-align: center;">Volume 2 Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP)- Business Proposal</p> <p style="text-align: center;">DHSS RFP #PSC <b>736</b> (Name of Bidder)</p> <p style="text-align: center;"><b><i>April 17, 2007 11:15 A.M. ET</i></b></p>
---

**7.1.1 Proposal Delivery**

Proposals must be delivered to:

Sandra Skelley, Procurement Administrator  
DE Department of Health & Social Services  
Division of Management Services  
Procurement Branch, DHSS Campus  
Administration Building- 2<sup>nd</sup> Floor Main Bldg., Room 259  
1901 N. DuPont Highway  
New Castle, DE 19720

**7.1.2 Closing Date**

All responses must be received no later than ***April 17, 2007 11:15 A.M. ET.***

**7.1.3 Notification of Award**

Proposed date the Notification of Award will be mailed to all bidders: ***May 16, 2007.***

#### 7.1.4 Bidder Questions

All questions shall be submitted in hardcopy form only and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the contract as an amendment. Verbal responses given at the bidders' conference will be informational only and non-binding. Bidders may not contact State staff with questions. Questions sent electronically shall not be considered. Only those questions received by:

**Tim O'Hea**  
**Division of Public Health**  
**Public Health Preparedness Section**  
**100 Sunnyside Road**  
**Smyrna, DE 19977**  
**Timothy.O'Hea@state.de.us**

by **March 13, 2007 04:30 P.M. ET** will be considered. DHSS will not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at [www.state.de.us/dhss/rfp/dhssrfp.htm](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

#### 7.1.5 Anticipated Schedule

The following timetable is anticipated for key activities within the procurement process:

<b>Activity</b>	<b>Schedule</b>
State Publishes RFP	<b>March 19, 2007</b>
Mandatory Bidder's Conference	<b>March 5, 2007 12:00 PM ET</b>
Submission of Questions	<b>March 13, 2007 04:30 P.M. ET</b>
Response to Questions	<b>March 20, 2007 04:30 P.M. ET</b>
Receipt of Proposals	<b>April 17, 2007 11:15 A.M. ET</b>
Selected Vendors' Demonstrations	<b>May 7 thru May 11, 2007</b>
Notification of Award	<b>May 16, 2007</b>
Contract Signature/Project Start	<b>July 2, 2007</b>

#### 7.1.6 Proposal Becomes State Property

All proposals become the property of the State of Delaware and will not be returned to bidders. DHSS will not divulge specific content of proposals to the extent that the bidder identifies contents as privileged or confidential. Any information not so designated will be considered public information.

### **7.1.7 RFP and Final Contract**

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

### **7.1.8 Proposal and Final Contract**

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

### **7.1.9 Modifications to Proposals**

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

### **7.1.10 Alternative Solutions**

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

### **7.1.11 Cost of Proposal Preparation**

All costs of proposal preparation will be borne by the bidder.

### **7.1.12 Mandatory Pre-bid Conference**

The Division will hold a mandatory pre-bid conference to address questions regarding this bid. Attendance is mandatory for those firms submitting a bid. The pre-bid conference will take place on:

***March 5, 2007 12:00 PM ET***

DHSS Campus  
Administration Building  
Room 198  
1901 N. DuPont Highway  
New Castle, DE 19720

## **7.2 Volume I – Technical Proposal Contents**

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

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

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items

listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion, of cost information shall appear in the Technical Proposal or Transmittal Letter.**

### 7.2.1 Transmittal Letter (Section A)

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

1. An itemization of all materials and enclosures being forwarded in response to the RFP
2. A statement certifying that the proposal CD's have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments in the event that there are any; if none have been received by the bidder, a statement to that effect must be included
4. A statement that all proposal conditions are valid for 180 days from the deadline date for proposal submission
5. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal volume
6. A statement that certifies pricing was arrived at without any collusion or conflict of interest

The original of the Transmittal Letter shall be submitted in a separate, sealed envelope inside the package containing the Technical Proposals. All other copies of the Transmittal Letter shall be bound into the copies of the Technical Proposal.

### 7.2.2 Required Forms (Section B)

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

#### **Certification and Statement of Compliance**

Appendix B. This is a mandatory form in which the bidder must certify certain required compliance provisions.

#### **Mandatory Submission Requirements Checklist**

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

#### **State of Delaware Contracts Disclosure**

Appendix I. On this form, bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware that have been active during the last three (3) years. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

### **Bidders Signature Form**

Appendix K. This is a standard bidder information form.

### **Office of Minority and Women Business Enterprise Self-Certification Tracking Form**

Appendix L. This is used for tracking purposes only.

### **Bidder Project Experience**

Appendix M. This provides a standard form to document vendor's work on similar projects.

### **7.2.3 Executive Summary (Section C)**

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

### **7.2.4 Project Management Plan (Section D)**

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

### **Project Plan (Section D.1)**

Bidder must outline a project plan with the following information:

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

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

Vendor plans must reflect each deliverable and milestone in the specified format. Review periods as specified in the RFP must be built into the project schedule. Serial deliverable review periods must be shown - the best way to do this is to link the "DHSS Review of Deliverable" task with the prior deliverable's review task. The project plan is a critical deliverable and must reflect all dependencies, dates and review periods. If the plan has issues, DHSS will not approve the initial milestone payment. Vendor staff expertise in MS Project is critical for proper construction and maintenance of this plan.

### 7.2.5 Project Requirements (Section E)

Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 5. Please address each numbered subsection in this section separately in sequence as “RFP Section 4.x.x”. Address bulleted and titled requirement paragraphs within subsections as “Bullet n” and “Paragraph Title” respectively. Please address State staffing considerations in subsections where staffing is mentioned. The Crosswalk of RFP Section 5 in Appendix 0 must be completed in full and included in the beginning of this section of the bidder’s proposal.

### 7.2.6 Staff Qualifications and Experience (Section F)

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

- Technical project management
- Planning
- Requirements Analysis
- Technical analysis
- Development
- Subject Matter (Behavioral Health Clinical Expertise, Public Health, Disaster Management, Logistics, Planning etc.) Development
- Documentation
- Planning
- Training

Additionally, bidders shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Bidder and subcontractor staff shall be separately identified. Contractor staff requirements will be addressed as outlined in subsection 5.1. Resumes will be formatted as outlined in Appendix F and included in this section of the proposal. Bidder must also provide an organization chart of all proposed staff.

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

### 7.2.7 Firm Past Performance and Qualifications (Section G)

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

- Other government projects of a similar scale
- Other government of similar kind

Experience of proposed subcontractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide name, address and phone number for an administrative or managerial customer reference familiar with the bidder's performance. Use the form provided in Appendix M.

Provide an example of an actual client implementation plan, similar in magnitude to the **Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP)** project, including staff, dates, milestones, deliverables, and resources.

### **7.3 Volume II – Business Proposal Contents**

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

#### **7.3.1 Project Cost Information (Section A)**

The bidder shall provide costs for the Technical Proposal Volume as outlined in Appendix G.

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

**The Total Cost shown in Schedule G1 must include all costs (except out year costs) that the selected vendor will be paid by DHSS. If specialized hardware or software will be provided by the vendor, it must be included as a deliverable in this schedule.**

A sample Microsoft Excel version of Schedule G1 will be distributed to vendors attending the mandatory bidders conference.

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

#### **7.3.2 Software and Hardware Information (Section B)**

On a separate page of the Business Proposal entitled "Software Licensing Structure" list each module and each third party software application listed in either Schedule G1 or Schedule G5. Describe what required (or optional) functions from section 3 and section 5 that the particular module or application includes. Discuss the licensing structure (per seat, concurrent user, site, etc.) for each.

**All licenses must be in the name of the State and must provide for separate test and production environments.**

On a separate page of the Business Proposal entitled "Hardware Description" list each hardware item listed in either Schedule G1 or Schedule G6. Provide a description of its function and a detailed component list.

#### **7.3.3 Vendor Stability and Resources (Section C)**

The bidder shall describe its corporate stability and resources that will allow it to complete a project of this scale and meet all of the requirements contained in this RFP.

The bidder's demonstration of its financial solvency and sufficiency of corporate resources is dependent upon whether the bidder's organization is publicly held or not:

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

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

## 8 Terms and Conditions

---

The following provisions constitute the terms and conditions of the contractual agreement between the State of Delaware, Department of Health and Social Services (DHSS) and its contractor. This section contains terms and conditions specific to this RFP. The general terms and conditions are contained in Appendix A. The standard departmental contract is contained in Appendix C.

### 8.1 Contract Composition

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.

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:

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

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.

### 8.2 Payment for Services Rendered

Services will be bound by a **firm fixed price contract**. The firm fixed price will be the Total Cost shown in Schedule G1 (Appendix G). Payments will be made based upon the contractor's satisfactory completion and State approval of the identified scheduled milestones.

### 8.3 Contract Term

Initial contract term is **12 months** with the possibility of renewal for up to four additional years contingent on funding and additional needs to be addressed.

### 8.4 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. If the vendor must make a staff substitution for whatever reason, a staff person with equivalent qualifications and experience will be proposed to the State as soon as possible. The State Project Director(s) must approve this substitution before their term

on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor's choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the State Project Directors approve a proposed replacement staff member who can assume the vacated position immediately upon its vacancy.

### **8.5 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. These standards will be provided upon request to vendors attending the mandatory bidders' conference. 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.

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

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

### **8.6 Funding**

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

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

**8.7 Confidentiality**

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

**8.8 Method of Payment:**

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. Vendor can only invoice after a deliverable has been submitted and approved by the appropriate state parties. The contractor or vendor 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.

## 9 Appendices

---

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

**A. General Terms and Conditions**

**B. Certification and Statement of Compliance**

**C. Standard Contract**

**D. Website Links**

**E. IRM/IMS Mandatory Requirements**

**F. Key Position Resume**

**G. G. Project Cost Forms**

**H. H. Mandatory (Pass/Fail) Submission Requirements Checklist**

**I. I. State of Delaware Contracts Disclosure**

**J. J. Crosswalk of RFP Section**

**K. K. Bidders Signature Form**

**L. L. Office of Minority and Women Business Enterprise Self-Certification  
Tracking Form**

**M. M. Bidder Project Experience**

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

- Technical Proposal - Appendices B, E, F, H, I, J, K, L, M
- Business Proposal – Appendix G

# Appendix

---

## A. General Terms and Conditions

## **Appendix A**

### **General Terms and Conditions**

**The following provisions are applicable to all DHSS RFP's**

#### **1) Proposal Becomes State Property**

All proposals become the property of the State of Delaware and will not be returned to contractors.

#### **2) RFP and Final Contract**

The contents of this RFP will be incorporated into the final contract and will become binding upon the successful bidder. If bidders are unwilling to comply with certain RFP requirements, terms and conditions, objections must be clearly stated in the proposal and will be subject to negotiation at the discretion of the Department.

#### **3) Proposal and Final Contract**

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

#### **4) Amendments to Proposals**

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

#### **5) Cost of Proposal Preparation**

All costs of proposal preparation will be borne by the bidder.

#### **6) Investigation of Contractor's Qualifications**

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

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

into 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.

### **7) Certifications, Representations, Acknowledgments**

Using Appendix B, bidding contractors must certify that:

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

### **8) Ownership Rights**

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

### **9) Federal/State Access Rights**

Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the contractor and its subcontractors at such intervals as any representative shall deem necessary.

### **10) Reserved Rights of the Department of Health & Social Services**

The Department reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest cost
- Waive or modify any information, irregularities or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time;

- If negotiations fail to result in an agreement within two weeks, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

### **11) Standard for Subcontractors**

The contract with the prime contractor will bind subcontractors to the prime contractor by the terms, specifications and standards of this statement of work and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the State with respect to the services to be performed by the subcontractor, so that the subcontractor will not prejudice such rights. The use of subcontractors on this project must have the prior approval of the State.

### **12) Irrevocable License**

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

### **13) Non-Discrimination**

The selected provider will be required to sign a contract containing a clause that prohibits the provider from discriminating against employees on the basis of their race, color, sex, religion, age and national origin.

### **14) Right to a Debriefing**

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

### **15) Hiring Provision**

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

### **16) Anti Lobbying**

The selected contractor must certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress and that the contractor will file required Federal lobbying reports.

**17) Anti Kick-back**

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

**18) Delaware Contract Language**

Appendix C contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. The State will not entertain any modifications to the language of this document. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

**19) Project Cost**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

**20) Public Record**

The Department will not divulge specific content of proposals to the extent that the contractor identifies contents as privileged or confidential. Any information not so designated will be considered public information.

**21) Minority/Women/Disadvantaged Business Certification**

This form is used by DHSS for informational tracking purposes only. If a bidder wishes to be certified they must contact the Office of Minority & Women Business Enterprise at phone # (302) 739-4206. Further information, guidelines and forms for such certifications can be found at: <http://www.state.de.us/omwbe/>

# Appendix

---

## B. Certification and Statement of Compliance



DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**PROCUREMENT**

**STATEMENT OF COMPLIANCE**

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

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix

---

## C. Standard Contract



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

**DPH CONTRACT # \_\_\_\_\_  
BETWEEN  
THE DIVISION OF PUBLIC HEALTH,  
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,  
AND  
[Contractor]  
FOR  
[TYPE OF SERVICE]**

**A. Introduction**

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ 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. 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           |

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 B. 3. 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 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. 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,
- 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.
13. In the event of amendments to current Federal or State laws which 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.
  16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix \_\_\_\_.
  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. 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. 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.

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. 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 \_\_\_\_\_. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor 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.
5. 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 3/11/05), 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 \_\_\_\_ 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.

E. Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

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

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Jaime H. Rivera, MD, FAAP  
Director

\_\_\_\_\_  
Date

## APPENDIX A

### DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

**APPENDIX B**

**SERVICE AND BUDGET DESCRIPTION**

1. Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service: \_\_\_\_\_

\_\_\_\_\_

---

4. Total Payment shall not exceed \_\_\_\_\_.

5. Source of Contract Funding:

\_\_\_\_\_ Federal Funds (CFDA# \_\_\_\_\_ )

\_\_\_\_\_ State Funds

\_\_\_\_\_ Other Funds

\_\_\_\_\_ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

# Appendix

---

## D. Website Links

- DHSS Information Technology Standards  
<http://www.dhss.delaware.gov/dhss/dms/repstats.html>
- State of Delaware Web Standards  
<http://www.state.de.us/sos/gic/information/webstandards.shtml>

# Appendix

---

## E. IRM/IMS Mandatory Requirements

**Division of Public Health**  
**IRM/IMS**  
**Mandatory Requirements for Computer Applications**  
**Vendor Information**  
**09/14/2004**

**Abbreviations**

- DTI is Department of Technology and Information
- DHSS is Delaware Department of Health and Social Services
- DMS is DHSS Division of Management Services.
- DPH is DHSS Division of Public Health
- IRM is DMS Information Resources Management
- IMS is DPH Information Management Services

**System**

- All Information Technology solutions, including software that is custom built, requires prior approval from IRM.
- Source code will initially be delivered to the IRM Manager of Application Support or designee at the time of User Acceptance Testing. The final version will be delivered upon acceptance. All applications will be the property of the State. Exceptions may be made for applications where the vendor owns the product and will not allow modification of the source code. In this case, the state will require the vendor to place source code in escrow.
- Security and telecommunications/network issues, particularly web applications, must be identified and addressed, prior to development and implementation. The solutions must be approved by IRM and DTI. The vendor also must follow DHSS and DTI networking and security standards.
- All Web pages must be submitted to and approved by the DPH Web Coordinator prior to submission to DHSS for posting.
- Custom applications will conform to the DHSS Information Technology Environment document and the DHSS .NET Development Manual, which includes C# coding standards and database naming and coding standards. The IT environment and .NET documents are available at <http://www.state.de.us/dhss/dms/irm/vendorsvcs.html>, **and are incorporated by reference in this contract.** Any deviations from these standards require justification and prior approval from IRM.
- When this "Mandatory Requirements for Computer Applications" document is included with a formal (RFP) or informal solicitation of vendor proposals, vendor responses must include a list of needed/recommended hardware, software and telecommunications requirements, including costs.
- Meetings are required with the IRM Base Technology, IRM Applications and IMS Managers prior to design, and throughout the project.
- The Base Technology group must approve any database(s) or other persistent data store(s) used in DHSS applications. Specifications for these will be evaluated both in terms of logical design and physical implementation. Design proposals must be submitted prior to beginning programming. Once a design proposal has been given initial approval, programming may begin. Any changes

- to the initial proposal must be submitted to the Base Technology group as well and require approval. The Base Technology group may request any supporting documentation that they feel is necessary to make a decision but all developers should assume that, minimally, an E/R (Entity/Relationship) model will be required for all relational database tables.
- Data model (compatible with the latest version of Visio Enterprise Architect), data dictionary, system documentation and user documentation must be prepared, to the extent applicable, in conformance to the above referenced .NET standards, and must be provided as deliverables.
  - DPH (IMS & designated program staff) and IRM will apply benchmarks to measure acceptable screen population times during testing. The benchmarks must be reached before product sign off. When replacing existing applications, performance equal to or faster than the system being replaced is the norm.
  - A life cycle plan, including migrations of the system to user acceptance test and production, must be outlined. (How, When, Who, What and Why)
  - The vendor must perform migrations to the DHSS test environment and IRM staff must be present. Vendor must remain on-site to address any errors until application is migrated successfully.
  - IRM's Base Technology group will perform the production migration, with on-site vendor assistance if requested by IRM and/or IMS.
  - Extract/Import file(s) must meet the approval of the IRM Manager of Application Support or designee.
  - Vendors must provide resumes of all staff that will be working on the project, including job title and hourly rate. Staff members assigned by vendors are subject to IRM approval.
  - Acceptance and approval of deliverable(s) must be signed off by the appropriate DPH program manager, the IMS Manager of Computer and Application Support, and the IRM Manager of Application Support (or designees) before vendor can invoice for payment.
  - Vendor employees must sign the DHSS Biggs Data Center User Authorization form that incorporates various DTI and DHSS policies including the State Network Acceptable Use policy and the DHSS email (Policy Memo 3), Client Confidentiality (Policy Memo 5) Internet and (Policy Memo 10) policies.

### **Financial**

- Vendor may NOT begin work until a Purchase Order is received from Procurement.
- A 90-Working-Day Warranty period will start the day the application is accepted and migrated to production. A 10% final holdback will be assessed until the warranty period is completed. Working-Days exclude State holidays and weekends.
- When a contract includes maintenance, the maintenance period will start at the end of the warranty period.
- If contract amendment is needed, allow sufficient time to obtain proper approvals.

### **Project Control Procedure**

The appropriate DPH program manager or designee will create a Project Change Request (PCR) and review with the designated IMS Liaison and the IRM Project Leader.

The IRM Project Leader will forward the PCR to the designated vendor staff. The vendor will complete the PCR, detailing hours to be expended, the cost of the work and the names of vendor staff who will be allocated. The vendor will return the completed PCR to the IRM Project Leader.

IRM will review the completed PCR with the IMS Liaison and the DPH program manager.

IRM will notify the vendor to either start work on the PCR or request revisions. If revisions are requested, steps 2 thru 5 will be repeated.

Upon completion of deliverables, vendor will submit the following:

Source code to the IRM Project Leader

Test Case Scenarios on the attached TCS form to the DPH program manager

**User Acceptance Testing (UAT) group will use TCS.**

Upon satisfactory UAT, the vendor may submit a Deliverable Acceptance Request (DAR) with attached PCR's & TCS's to the DPH program manager.

The DPH program manager will sign off on the DAR and forward to the IMS Liaison to obtain the signatures of the IMS Manager of Computer and Application Support and the IRM Manager of Application Support (or designees).

Once the vendor receives the DAR signed by IRM, IMS & DPH representatives, an invoice may be submitted to the DPH program manager.

The DPH program manager **must** obtain IMS & IRM approval for the invoice before submitting for payment.

NOTE: If during development, the vendor determines a scope change that will impact the amount of hours and/or cost on the deliverable, vendor must stop work and create a PCR to be submitted to the DPH program manager, IMS Liaison & IRM Project Leader via e-mail. Work must not begin on any scope change until DPH, IMS, IRM and the vendor approve the PCR.



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

Project Change Request (PCR)

**9.1**

<b>Division Name:</b>	Division of Public Health (DPH)
<b>Project Name:</b>	
<b>Project Phase:</b>	
<b>Project Manager:</b>	
<b>Vendor:</b>	
<b>Vendor Project Manager:</b>	

<b>Request Title:</b>	
<b>Request Number:</b>	PCR 0001
<b>Date Issued:</b>	
<b>Date Required</b>	

<b>Reason for Change:</b>
<b>Description of Change:</b>
<b>Cost &amp; Hours Estimate:</b>
<b>Ramifications:</b>

<b>Approved:</b> <input type="checkbox"/>	<b>Rejected:</b> <input type="checkbox"/>	<b>Pended:</b> <input type="checkbox"/>	<b>Deferred:</b> <input type="checkbox"/>
<b>Reason for Rejection or Deferral:</b>			

<b>DPH Program Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>IMS Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>IRM Name:</b>	<b>Signature:</b>	<b>Date:</b>



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

Deliverable Acceptance Request (DAR)

**9.2**

<b>Division Name:</b>	Division of Public Health (DPH)
<b>Project Name:</b>	
<b>Project Phase:</b>	
<b>Project Manager:</b>	
<b>Vendor:</b>	
<b>Vendor Project Manager:</b>	

<b>Deliverable Name:</b>	
<b>Delivery Date:</b>	
<b>Expected Date of Response:</b>	
<b>Actual hours worked and Cost incurred:</b>	

**Narrative of findings:**

<b>Accepted Test Scripts:</b>	<b>Approved:</b> <input type="checkbox"/>	<b>Returned:</b> <input type="checkbox"/>
<b>Acceptor Name:</b>	<b>Acceptor Title:</b>	
<b>Acceptor Signature</b>	<b>Date:</b>	
<b>Acceptor Comments/Direction:</b>		

<b>DPH Program Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>IMS Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>IRM Name:</b>	<b>Signature:</b>	<b>Date:</b>



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

Test Case Scenarios

## 9.3

**Test Case:** Project name TC001

**Test Date:** mm/dd/yyyy

**Prepared by:** Programmer name

**Test prerequisites:** Description of any pre-testing requirements

**Business Scenario:** High level description of test scenario

**Scenario 1: List specific steps for the scenario**

1. Log on to system
2. etc.
3. etc.

**If the test scenario performed accordingly, obtain sign-off from the UAT participant(s).**

**Scenario 2: List specific steps for the scenario**

1. Log on to system
2. etc.
3. etc.

**If the test scenario performed correctly, obtain sign-off from the UAT participant(s).**

**Notes:**

List any Screens, Procedures, Reports, etc. that are impacted by the change. This will verify that any change has been tested completely in all sections during UAT.

1. Login module
2. Client Search Screen
3. Etc...

# Appendix

---

## F. Key Position Resume

**Key Position Resume**

Name: \_\_\_\_\_ Proposed Project Position: \_\_\_\_\_

Number of years experience in the proposed position: \_\_\_\_\_

Number of years experience in this field of work: \_\_\_\_\_

**Detail Training/Education**

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

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

**Detail Experience**

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

Job/Project: \_\_\_\_\_ Position: \_\_\_\_\_

From Date: \_\_\_\_\_ To Date: \_\_\_\_\_

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

# Appendix

---

## G. Project Cost Forms

**G1. Sample Project Costs by Deliverables & Milestones**

**Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP)  
Deliverable & Milestone Cost Schedule**

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	Holdback	Vendor Payment	State Share	Projected Date	Actual Date Approved
Phase 1	Deliverable 1: Detailed Project Workplan							
	Deliverable 2: Deliverable Document Templates							
	State Approval of Phase 1 (M1)							
Phase 2	Deliverable 3:							
	Deliverable 4:							
	State Approval of Phase 2 (M2)							
Phase 3	Deliverable 5:							
	Deliverable 6:							
	Deliverable 7:							
	Deliverable 8:							
	State Approval of Phase 3 (M3)							
Phase 4	Deliverable 9..11:							
Phase <Final>	Deliverable 12:							
	Deliverable 13:							
	Deliverable 14:							
<b>Total Cost</b>								

Holdback Percent	
State Share Percent	

**The Total Cost shown in Schedule G1 must include all costs (except out year costs) that the selected vendor will be paid by DHSS. If specialized hardware or software will be provided by the vendor, it must be included as a deliverable in the above schedule.**

The modules listed above are those described in the RFP. If a vendor's COTS solution provides the same functionality as described in the RFP, but organizes this functionality in a different combination of modules, the vendor should show its own organization of modules in the above schedule and in Schedules G3 and G4.

#### Milestone Cost Breakdown

- M1 = Total Cost for Phase 1 deliverables
- M2 = Total Cost for Phase 2 deliverables
- M3 = Total Cost for Phase 3 deliverables
- Etc.

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

Contractor may invoice for **milestone payments** upon formal approval by the Division and IRM.



**G3. Sample Software Licensing Schedule**

<b>Module Name</b>	<b>Number of Licenses</b>	<b>Percent Customization</b>
Deliverable 3:		
Deliverable 4:		
Deliverable 5:		

#### G4. Sample Out year Software Support and Maintenance Cost Schedule

Out year support costs are to be listed in the following schedules for each module. Support and maintenance costs are capped at a 2% inflation rate per year. Out year support and maintenance costs will be taken into effect in determining the Appropriateness of Solution Score. **Year 1 is defined as the first 12 months after the expiration of the 90 day warranty period.**

##### Support Costs

Module Name	Year 1	Year 2	Year 3	Year 4	Year 5
Deliverable 3:					
Deliverable 4:					
Deliverable 5:					
<b>Total</b>					

##### Maintenance Costs

Estimate of the number of hours required to apply the DHSS

customization features to new releases \_\_\_\_\_

Year 1 single fully loaded hourly rate which will apply to this

work, as well as to future customization \_\_\_\_\_

**G5. Sample State Purchased Third Party Software Schedule**

List all third party software that the State is responsible for purchasing for use after implementation. This includes State developer licenses as well as user licenses. The State is not responsible for purchasing vendor developer licenses. Only new software or additional licenses for existing software being proposed for this project will be listed here. If the proposed software solution comprises multiple separately-costed modules, please list them separately in the following Schedule.

<b>Software Description/Name</b>	<b>Required Version</b>	<b>Number of Licenses</b>

**G6. Sample State Purchased Hardware Schedule**

This is a hardware summary cost schedule. Only new hardware or upgrades to existing hardware being proposed for this project will be listed here.

Hardware Description/Name	Quantity

Total Estimated State Purchased Hardware Cost \_\_\_\_\_

The State will purchase the above items from a third party, not the selected vendor.

# Appendix

---

## H. Mandatory (Pass/Fail) Submission Requirements Checklist

**Mandatory (Pass/Fail) Submission Requirements Checklist**

<b>Mandatory Submission Requirement</b>	<b>RFP Section</b>	<b>Compliance Y or N</b>
The bid is submitted no later than the closing date and time	7.1.2	
The bid is submitted in separate sealed volumes containing the Technical and Business proposals	7.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	7.2.1	
The proposal contains a single solution in terms of this planning project	7.1.10	
Bidder/Proposed Subcontractor has appropriate project experience	7.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	7.2.1	
Proposal CD's have been scanned and are free from viruses and other malicious software.	7.2.1	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Appendix A	
Technical proposal is submitted with a duly signed and dated copy of the Certification/Statement of Compliance	Appendix B	
Completed Project Cost Forms	Appendix G	
Firm fixed price contract proposed	7.2	
Technical proposal is submitted with a completed, duly signed and dated copy of the Submission Requirements Checklist	7.2.2 & Appendix 0	
Completed State of Delaware Contracts Disclosure	Appendix I	
Completed Crosswalk of RFP Section 5	7.2.5 & Appendix J	
Completed Bidders Signature Form	Appendix K	
Project timeline does not exceed specified project length	8.3	
Compliance with HIPAA Regulations & Standards	5.3 & 5.4	
Proposal includes required resumes	7.2.6	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title / Company

\_\_\_\_\_  
Date

# Appendix

---

## I. State of Delaware Contracts Disclosure



### State of Delaware Contracts Disclosure

Vendor/Predecessor Firm Name	State Department and Division	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount
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-999999	\$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

---

## J. Crosswalk of RFP Section 5

**Sample Crosswalk of RFP Section 5**

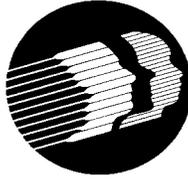
<b>RFP Section</b>	<b>Proposal Section Number</b>	<b>Proposal Page Number</b>
5 Contractor Responsibilities/Project Requirements		
5.1 Staffing		
5.2 Project Management		
5.3 Requirement To Comply With HIPAA Regulations and Standards		
.....		
5.10.6 Phase 6		
.....		

This is a template for the crosswalk of Section 5 in the RFP. It links the numbered RFP sections to the sections and page numbers of the bidder’s proposal. Bidders are required to fill out this crosswalk completely for each numbered section in Section 5.

# Appendix

---

## K. Bidders Signature Form



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

**BIDDERS SIGNATURE FORM**

**NAME OF BIDDER:** \_\_\_\_\_  
**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_  
**TYPE IN NAME OF AUTHORIZED PERSON:** \_\_\_\_\_  
**TITLE OF AUTHORIZED PERSON:** \_\_\_\_\_  
**STREET NAME AND NUMBER:** \_\_\_\_\_  
**CITY, STATE, & ZIP CODE:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_  
**FAX NUMBER:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER:** \_\_\_\_\_  
**DELIVERY DAYS/COMPLETION TIME:** \_\_\_\_\_  
**F.O.B.:** \_\_\_\_\_  
**TERMS:** \_\_\_\_\_

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

# Appendix

---

- L. **Office of Minority and Women Business Enterprise Self-Certification Tracking Form**



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 # \_\_\_\_\_

EMAILADDRESS \_\_\_\_\_

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 certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone # (302) 739-4206 (L. Jay Burks)

Fax# (302) 739-7839 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 a 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.

### 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 bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839

# Appendix

---

## **M. Bidder Project Experience**



*Delaware Health and Social Services*  
**Bidder Project Experience**

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

