
REQUEST FOR PROPOSAL # PSC 764

Sealed proposals for Forensic Laboratory Information Management System (FLIMS) for The Office of the Chief Medical Examiner, 200 S. Adams Street Wilmington, DE 19801 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 #260, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 AM EST** (local time), on **July 5, 2007**, at which time the proposals will be opened and read. A **mandatory** pre-bid meeting will be held on **May21, 2007** at **10:00 AM EST** 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 Robyn Quinn at (302) 577-3420.

All RFP-PSCs can be obtained online at <http://www.dhss.delaware.gov/dhss/rfp/fundopps.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 and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

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

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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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.

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.

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1 Project Overview

1.1 Introduction

This is a Request for Proposal (RFP) for a Forensic Laboratory Information Management System (FLIMS) issued by the Office of the Chief Medical Examiner (the Division). The Office of the Chief Medical Examiner (OCME) consists of the following sections/units:

- Death Investigation Unit
- Histology Unit
- Toxicology Unit
- Controlled Substances Unit
- DNA Unit
- Arson Unit

Currently the laboratories serving these units record all case and evidence testing information in paper files. There are many template forms that are used to record this information. These labs require a computer system that can replace these paper files and also provide additional functionality that can improve the efficiency of the units.

The objective of this RFP is to obtain a FLIMS computer system that can be installed in a sequential manner in the unit labs in the following order:

1. DNA Unit
2. Death Investigation Unit
3. Controlled Substances Unit
4. Arson Unit
5. Histology Unit
6. Toxicology Unit

DHSS seeks an established Forensic LIMS system that can be adapted with minimal configuration, for use by the OCME labs. DHSS does not seek a “custom developed” solution. A web based, flexible system is preferred.

1.2 Background and Purpose

OCME has conducted several Joint Application Design (JAD) meetings, focusing on one of the labs (DNA) to gather and document requirements for this project. These meetings resulted in defining 22 deliverables for this project. These deliverables are described in detail later in the RFP. A vendor can propose a system with additional functionality, but the proposed system must have the core functionality described in the RFP.

1.3 Funding Situation

A mix of State and Federal funds (\$100,000) has been allocated to this project and makes up half of the project's cost cap. Additional funds (\$100,000) have been recommended by Delaware's governor and will be available July 1, 2007, subject to approval by the State's legislature. It is the intent of DHSS to automate as many as possible of OCME's labs – in the order shown in Section 1.1 – subject to available funding.

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 Office of the Chief Medical Examiner is to promote the sound administration of justice through the investigation of sudden, accidental or suspicious deaths and the documentation and preservation of reliable qualitative and quantitative scientific analysis of chemical and biological evidence samples. The Office of the Chief Medical Examiner consists of the following sections/units:

- **Death Investigation Unit:** This Unit investigates sudden, unexpected and violent deaths to determine the identification of the deceased, the time of death, the manner of death (natural, accident, suicide or homicide) the cause of death and if the death was by injury, the nature of the instrument used to cause the death. Unit members respond to the scene of a death, determining whether deaths are within the jurisdiction of the Medical Examiner's Office, and investigating the circumstances surrounding the death. Work is conducted throughout the State of Delaware with travel to other states and locations as necessary, in accordance with the laws, rules and regulations of the State of Delaware and Office of the Chief Medical Examiner. Members of this unit conduct examinations of scene involving human remains to ensure the accuracy of historical, scene and scientific data, all of which form the basis for official reports. Investigations can take several hours to several days to complete although the more difficult cases, e.g., decomposed bodies, can require considerably more time to complete. Investigations include conducting interviews, photographing the scene and body, gathering and preserving evidence and transporting the body to the Medical Examiner's Office from the scene. This unit examines and photographs the body externally and then internally taking biopsies of tissues to further examine under the microscope for disease not visible to the naked eye. During the course of the autopsy, photographs will be taken. Additionally, various laboratory tests

may be undertaken, including x-rays, retention of body fluids such as blood and urine for toxicological analysis and cultures of body fluids and organs for evidence of infection. When all of the information including the history, the results of the autopsy and the laboratory tests are completed, a forensic pathologist unit member correlates all the information and draws conclusions as to the cause and manner of death. A report is then prepared summarizing these findings.

- **Histology Unit:** This Unit supports the Death Investigation Unit by processing, embedding, cutting, and staining of tissue specimens collected after an autopsy has been performed. Cases are brought to the lab where the histologist performs the laboratory duties and then hands over the completed slides to the corresponding pathologists
- **Toxicology Unit:** This Unit supports the Death Investigation Unit by providing drug analysis testing on biological specimens from postmortem cases. Furthermore, this Unit supports state law enforcement agencies by providing drug analysis testing on biological specimens from DUI cases. This laboratory provides quantitative drug concentrations in specimen samples in addition to qualitative identification of specific drug compounds in samples.
- **Controlled Substances Unit:** This Unit supports state law enforcement agencies by providing qualitative drug identification of submitted powders, liquids, tablets/capsules, plant materials, and other substances considered to be of illicit use.
- **DNA Unit:** This Unit supports the Death Investigation Unit by processing unidentified remains and comparing the DNA from the remains to DNA from reference samples associated with potential decedents in order to identify the remains. Furthermore, this Unit supports state law enforcement agencies by processing biological evidence obtained from criminal investigations and comparing the DNA from the evidence to DNA from reference samples associated with victims and suspects in order to link perpetrators to crimes.
- **Arson Unit:** This Unit supports state law enforcement agencies by providing qualitative identification of specific accelerants that may have been used to initiate and/or accelerate a fire.

2.3 Support/Technical Environment

The two groups responsible for the development and operation of the automated systems that support the Division are described below. The Division and IRM (see below) 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 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 HelpDesk support group. For this project, IRM will provide project staff for consulting support and advice to assure that technical questions and issues are resolved quickly.

2.3.2 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 State Responsibilities

The following are State 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 State staff time for this project and their role in the customization/development process.

3.1 Staffing Roles

As stated in above, 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.

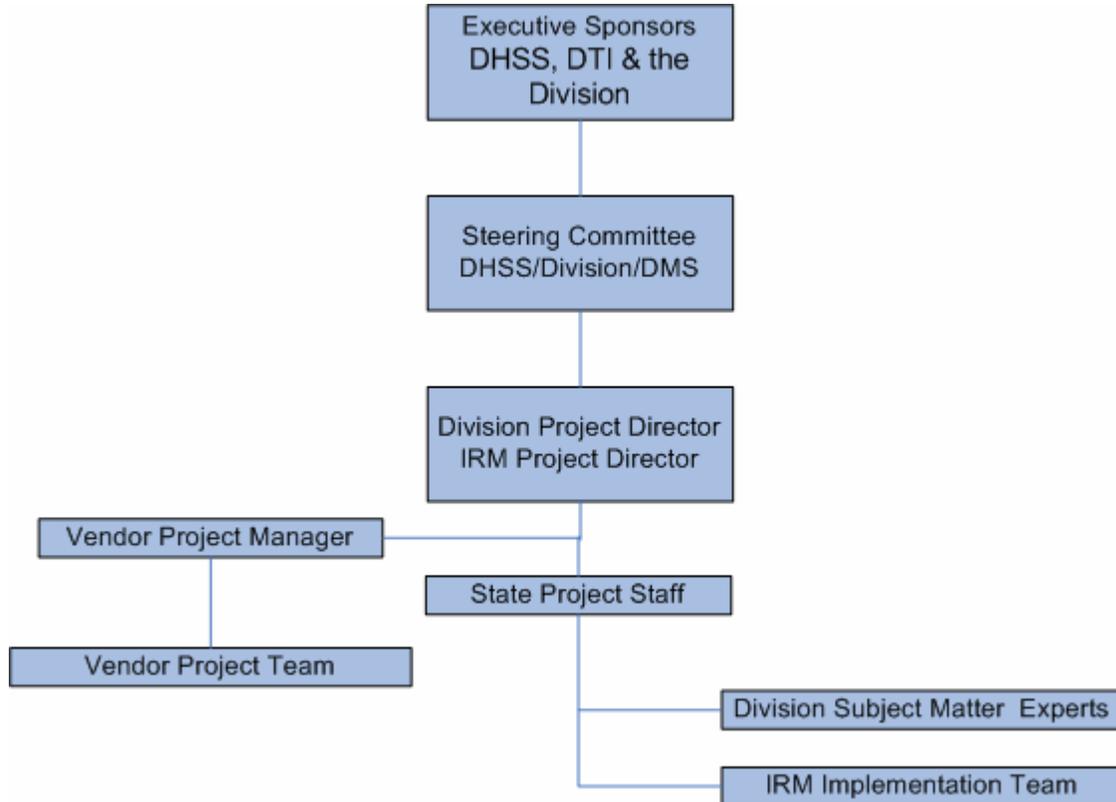
The Division Project Director will serve as primary coordinator to ensure that Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SME), that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes. 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.

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

3.1.1 Project Organization Chart

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



3.2 State Staff Participation

The Division Project Director will be assigned to work on this project full time. Additional State staff participation is as assigned and is in addition to their primary responsibilities. State staff normally work 7.5 hour days from 8:00 AM – 4:30 PM, although some staff flex their schedules. No State staff will be available for data cleanup or meta-data definition. State 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 State technical staff will be assigned to this project to assist in the coding of the system. State 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.

3.3 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 HelpDesk staff are on site from 8:00 AM to 4:30 PM on State business days. The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential state resource, any reported problems have a very high priority and are dealt with immediately. Biggs Data Center power is conditioned and outside supply fluctuations can trigger a switch to automatic local power generation capability. 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.

3.4 Deliverable Review

It is the responsibility of the State to perform deliverable review including User Acceptance Testing on all functional aspects of the project. The State 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 State to review all project deliverables in the agreed upon timeframe. The State will notify the bidder of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal State approval. Likewise, production implementation of each module is contingent upon formal State approval.

3.5 Implementation

Production implementation is normally an IRM responsibility. Depending on the solution selected, IRM may require participation of contractor staff. The state will be primarily responsible for post implementation administration since the system will reside at the Biggs Data Center. All proposals must be for systems that will be hosted by the State at the Biggs Data Center. The proposed systems must meet the technical requirements of the Biggs Data Center described in sections 4.4 through 4.10.

4 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:

- Forensic DNA LIMS implementation
- State and/or County Government Experience
- Implementation and Project Management Experience on similar size projects

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

4.1 Staffing

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

- Project director
- Project manager
- Business analysts
- Senior developers
- Technical analysts (i.e. DBA, SE, etc.)
- Documentation specialists
- Training Specialist

The resumes will be for specific named individuals and will be in the format specified in Appendix E. Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role. The contractor project manager and other key staff like the Business Analyst(s) will be required to be on site in New Castle, Delaware, during the entire project phase.

4.1.1 On-Site Staffing Requirement

The following key contractor staff are required to be on-site at the Biggs Data Center in New Castle, Delaware, as indicated below:

- Contractor Project Director, when needed on-site
- Contractor Project Manager (at least 80 % of the time)
- Business Analysts, when needed on-site
- Senior developers, when needed on-site
- Training Specialists, when needed on-site
- Technical analysts (e.g., DBA, SE, etc.), when needed on-site

The State and the key contractor staff will work very closely together on this project. This requires an on-site presence. The State will provide office space including furniture, phones and network connectivity for all on-site project staff. Contractor will be responsible for all other office necessities including workstation and required software. It is vital for the

contractor project manager and key staff to play an active on-site role in the project and be visible and accessible.

4.1.2 Offsite Project Work

The State will permit project work to be done offsite, within the United States. For offsite work, the State 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.
- Provide a detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. The State prefers that the offsite project manager be a bidder employee. Please refer to RFP Section 4.1 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.

4.1.3 Offshore Project Work

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

4.1.4 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.

4.1.5 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 State 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 existing information systems relevant to this project. The contractor project manager is expected to host other important meetings and to assign contractor staff to those meetings as appropriate and provide an agenda for each meeting. 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 State Project Directors by noon the business day prior to the next meeting.

4.2 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 State 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.

4.3 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.

4.4 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
- DTI Executive Sponsor Reporting Standards and Change Management 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, as modified from time to time during the term of the contract resulting from this RFP, including any links or documents found at the above referenced web sites. **All exceptions must be addressed in the Executive Summary (Section C) of your Technical Proposal.**

4.5 State Architecture Requirements

The State prefers to have a system with a web front-end for a common user interface that is platform independent. Web browser based applications are now considered the only acceptable platform for custom applications development at DHSS. Additionally, in the purchase of any COTS (commercial off-the-shelf) system, web browser based systems will receive preferential treatment. Preference will also be given to COTS systems which:

- Use Microsoft Windows Enterprise Edition as their operating system
- Use Microsoft Internet Information Server (IIS) as their web and application server software
- Use either Microsoft SQL Server or the mainframe DB2 database for their data store (the Microsoft database platform is the preferred platform due to its higher availability and capacity)
- Have been developed using Microsoft .NET

The State will consider 3-tiered and above 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 software 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.

4.6 Database Design

Vendor will need to take into consideration the design of existing table structures and whether they may carry forward into the solution being proposed or may have to be re-engineered. Quality of the current data needs to be reviewed. Consideration will need to be given to ETL (Extraction, Transformation and Loading) processes for conversion as well as archiving, backups and disaster recovery. The vendor will be required to provide a data model. The proposed system must provide views of the data that can be used to extract data and facilitate the interface with the proposed system and existing OCME systems. See the Database Views deliverable for further explanation.

4.7 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.

4.8 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 15 %. 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.

4.9 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.

4.10 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.

4.11 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 ten (10) paper copies along with electronic copies sent to the two State 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. Formal approval of a deliverable is State approval of the final version. State 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 State 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 the State 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 the State 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 (UAT). 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, 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.

Each of the system functions, documents, or vendor tasks listed in the deliverables must be produced by the vendor within the cost cap.

Deliverables are listed as follows. Milestones are indicated with the Mn designation.

	Project Deliverables & Milestones (M1- M5)
Phase 1	Deliverable 1: Detailed Project Plan
	Deliverable 2: Deliverable Document Templates
	Approval of Phase 1 (M1)
Phase 2	Deliverable 3: Requirements Specifications Document
	Deliverable 4: Case Management Module
	Deliverable 5: Evidence Processing Module
	Deliverable 6: Chain of Custody Tracking Module
	Deliverable 7: Bar Coding Module
	Deliverable 8: Quality Control Module
	Deliverable 9: Quality Assurance Module
	Deliverable 10: Evidence Testing Equipment Interface
	Approval of Phase 2 (M2)
Phase 3	Deliverable 11: Reporting Module
	Deliverable 12: Inventory Control Module
	Deliverable 13: Administrative Functions Module
	Deliverable 14: User Training
	Approval of Phase 3 (M3)
Phase 4	Deliverable 15: Death Investigation Unit Lab (Pathology)
	Deliverable 16: Controlled Substances Unit Lab
	Deliverable 17: Arson Unit Lab
	Deliverable 18: Histology Unit Lab
	Deliverable 19: Toxicology Unit Lab
	Deliverable 20: Database Views
	Approval of Phase 4 (M4)
Phase 5	Deliverable 21: Acceptance in Production of All Delivered Modules
	Deliverable 22: Ninety (90) Day Warranty Period
	Approval of Phase 5 (M5)

In addition to the functional requirements specified for each deliverable module, the following apply to all modules:

- Relevant worksheets for each section currently used by OCME will be provided on CD and select forms will be distributed at the mandatory bidder's conference.
- Relevant reports for each section currently used by OCME will be provided on CD and select reports will be distributed at the mandatory bidder's conference.

4.11.1 Phase 1

This phase is the kickoff of the project where the overall project planning, project management and schedule are agreed to and the ground rules and expectations are set.

The deliverables in this phase are:

Deliverable 1: Detailed Project Plan

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

The project plan is a living document and must be updated at least weekly throughout the project to reflect actual project status and timelines. The State must approve any change that results in the change of a milestone date.

Deliverable 2: Deliverable Document Templates

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

With formal State approval of all deliverables in this phase, the milestone payment (M1) minus 10% holdback may be invoiced.

4.11.2 Phase 2

Deliverables in this phase are applicable only to the DNA lab unless otherwise noted. The deliverable(s) are as follows:

Deliverable 3: Requirements Specifications Document

- This deliverable should be the restatement and confirmation of the functional specifications of the proposed system. It will be used to verify that the proposed system contains functionality required for each of the deliverables below. The Requirements Specifications Document must also include the specifications of the reports in the proposed system. This must include the format for these reports and a brief description of the business rules that are followed to obtain the data for the reports.

Deliverable 4: Case Management Module**(Applies to all labs)**

This module will address the following functional requirements:

- Functionality to establish new cases.
- Ability to search for existing cases.
- Functionality to store general case information.
- A case could contain many different pieces of evidence that are examined by different OCME labs. The system must contain functionality to list all the evidence for a given case. The goal of OCME is to purchase a LIMS system for the DNA lab that can be easily enhanced to encompass the other OCME Labs in the future. This will be done by adding additional modules to the system. The case number should uniquely identify a case across all of these modules.
- Functionality must also exist to cross reference related cases.

Deliverable 5: Evidence Processing Module

This module will address the following functional requirements:

- Functionality to record details regarding the evidence for a case.
- The attached worksheets describe the data that is gathered and recorded during testing of evidence. The system must have functionality to record the testing results.
- Where possible the system must interface with evidence testing instruments to gather and record testing results. See Evidence Testing Equipment Interface deliverable.
- Ability to track the status of evidence. When an evidence technician starts work on testing, he must checkout the evidence using a bar code reader. Once the testing is completed and evidence is returned to the locker, the system must record the date and time of the return.
- The types of DNA testing that is done at the DHSS OCME DNA Lab are STR DNA Analysis, Y-STR DNA Analysis, and Mitochondrial DNA Analysis. The proposed system must be able to accommodate all these types of testing.

Deliverable 6: Chain of Custody Tracking Module**(Applies to all labs)**

This module will address the following functional requirements:

- Functionality to produce an evidence receipt, to be given to the police or corrections department when evidence is brought to the lab.
- Ability to record the date and time when evidence is placed into the evidence locker. Identify the locker and the evidence using bar codes.
- Functionality to record when a technician removes evidence from a locker for testing. This should record the data and time and the technician's user id along with identifiers for that piece of evidence.
- Functionality to record when evidence is transferred to another technician.
- Functionality to record when evidence is returned back to the evidence locker.
- The system must produce another evidence receipt, if evidence is returned back to the police department.
- Functionality to record the details regarding the destruction of evidence.

Deliverable 7: Bar Coding Module**(Applies to all labs)**

This module will address the following functional requirements:

- The system must have functionality to print a bar code label for each piece of evidence that is tracked in the system.
- The bar coding system must be able to track Evidence Items, Evidence Specimens, Evidence Samples, Evidence Lockers, and OCME Staff.
- The container that the evidence comes in to the lab is termed as the Evidence Item. That container can have more than one specimen. A sample is taken from a specimen for testing. The system must track all three levels for evidence and their relationships. Bar coding will be used to identify each evidence component.
- Bar codes will also be used to identify the evidence lockers and OCME staff. The system must have functionality to log the transfer of evidence to a locker or an OCME staff member, by simply reading the bar code from the evidence and the locker or staff members ID badge.
- The system must have functionality to print bar code labels.
- This feature will facilitate the functionality that is listed under Chain of Custody Tracking deliverable.

Deliverable 8: Quality Control Module

This module will address the following functional requirements:

- The system must contain functionality to record the results of periodic testing of lab instruments.
- Functionality is needed to track the temperature of refrigeration equipment. This can be satisfied by either providing an interface with refrigeration equipment that periodically monitors the temperature automatically or by providing an input screen where the user can enter the temperature manually.
- Alerts must be produced for any expired lot numbers for substances used in testing evidence.
- Functionality is needed to record the QC results in the attached worksheets.
- The system must have functionality to gather information used to produce Lab Efficiency Reports.

Deliverable 9: Quality Assurance Module

This module will address the following functional requirements:

- The system must have functionality to store, search, view, and update quality assurance policy documents and standard operating procedures of the OCME labs.
- Functionality is needed through which users can enter equipment service logs for the lab's evidence testing equipment. This data must also be viewable and printable at any time.
- The system should prompt system administrators when lab equipment needs routine servicing.
- Functionality to record the results of proficiency tests that are taken by OCME staff.
- Functionality to store the testimony given by OCME staff in court.
- Ability for lab incident or problem tracking. Ability to record corrective action that is taken when issues or problems arise.
- Functionality to record the details of regular lab audits.
- Ability to record lot numbers and expiration dates for lab testing substances. See Inventory Control Module deliverable.

Deliverable 10: Evidence Testing Equipment Interface

This module will address the following functional requirements:

- The system must have functionality to interface with lab testing equipment. Upon completion of evidence testing, the test results must be transferred from the testing equipment to the LIMS system. The results should be recorded for evidence selected for testing using the bar code system.
- The following is a list of equipment that is used:
 - BSD 600 (Automated Sample Punch)
 - Perkin Elmer MultiProbe II (Automated Forensic Workstation)
 - Corbett CAS-1200 (Automated Liquid Handling)
 - ABI 7000 (Real Time PCR)
 - ABI 9700's (PCR)
 - BioTx Well Aware (Sample Transfer Aid)
 - ABI 310's (Capillary Electrophoresis)
 - ABI 3130's (Capillary Electrophoresis)

With formal State approval of all deliverables in this phase, the milestone payment (M2) minus 10% holdback may be invoiced.

4.11.3 Phase 3

Deliverables in this phase are applicable only to the DNA lab unless otherwise noted. The deliverable(s) are as follows:

Deliverable 11: Reporting Module

The proposed system must have at least the following reports but is not limited to only these reports. The vendor must describe these and other reports in their proposal.

- Case report. This will contain the details regarding the case and all the evidence for the case. It must include the tests performed on the evidence and the results of the testing. It must also list related cases and details regarding any criminal offenders related to the case.
- Chain of custody report. For any piece of evidence, the system should be able to produce a report of all individuals that have handled that evidence. It must list their names along with the time and date of transfer and to whom it was transferred. The new system should also provide functionality to print this report for all the pieces of evidence in a given case.
- Lab efficiency reports. These reports are used to track lab turn around time for evidence. These reports indicate where backlogs exist. The turn around time is calculated from the time the evidence first comes into the lab, to the time that the testing is completed and results are made available to the police and prosecutors. Another report is used to indicate the efficiency of the evidence technicians. This report indicates the number of cases the technician has worked on in a given time period and the average time that the technician has spent on each case.

Deliverable 12: Inventory Control Module

This module will address the following functional requirements:

- Ability to track the details of lab equipment.
- Track the inventory of substances used for evidence testing.
- Alert the System Administrators when inventory of any item goes below a preset minimum limit.

Deliverable 13: Administrative Functions Module (Applies to all labs)

This module will address the following functional requirements. These functions should only be available to system administrators:

- Functionality to edit evidence checkout date/time.
- Functionality to maintain code or translate tables. These are values that appear in dropdowns throughout the system.
- Functionality to add and edit user information.
- System should have role based security that can be maintained by system administrators.

Deliverable 14: User Training

- The vendor must provide system training to four State staff members. In your response to this deliverable, please describe the length of the training and what it covers.

With formal State approval of all deliverables in this phase, the milestone payment (M2) minus 10% holdback may be invoiced.

4.11.4 Phase 4

As stated in Section 1.3, it is the intent of DHSS to automate as many as possible of OCME's five other laboratories -- in addition to the DNA lab and common functions described above -- subject to available funding. Deliverables 15 through 19 describe the functionality required in the automation of these five labs. To avoid repetition, functional requirements described as part of the DNA lab deliverables are omitted in the description of deliverables 15 through 19. However, vendor proposals must describe how the following will be addressed in the development of deliverables 15 through 19:

- Requirements Specifications Document
- Evidence Processing Module
- Quality Control Module
- Quality Assurance Module
- Evidence Testing Equipment Interface
- Reporting Module
- Inventory Control Module
- User Training

The deliverable(s) in Phase 4 are as follows:

Deliverable 15: Death Investigation Unit Lab (Pathology)

The post-mortem unit investigates sudden, unexpected and violent deaths to determine the identification of the deceased, the time of death, the manner of death (natural, accident, suicide or homicide) the cause of death and if the death was by injury, the nature of the instrument used to cause the death. Unit members respond to the scene of a death, determining whether deaths are within the jurisdiction of the Medical Examiner's Office, and investigating the circumstances surrounding the death. Work is conducted throughout the State of Delaware with travel to other states and locations as necessary, in accordance with the laws, rules and regulations of the State of Delaware and Office of the Chief Medical Examiner. Members of this unit conduct examinations of scene involving human remains to ensure the accuracy of historical, scene and scientific data, all of which form the basis for official reports. Investigations can take several hours to several days to complete although the more difficult cases, e.g., decomposed bodies, can require considerably more time to

complete. Investigations include conducting interviews, photographing the scene and body, gathering and preserving evidence and transporting the body to the Medical Examiner's Office from the scene. This unit examines and photographs the body externally and then internally taking biopsies of tissues to further examine under the microscope for disease not visible to the naked eye. During the course of the autopsy, photographs will be taken. Additionally, various laboratory tests may be undertaken, including x-rays, retention of body fluids such as blood and urine for toxicological analysis and cultures of body fluids and organs for evidence of infection. When all of the information including the history, the results of the autopsy and the laboratory tests are completed, a forensic pathologist unit member correlates all the information and draws conclusions as to the cause and manner of death. A report is then prepared summarizing these findings. One additional module to the LIMS will be the integration of digital photographic images.

Deliverable 16: Controlled Substances Unit Lab

The Controlled Substances Unit provides qualitative drug identification of submitted powders, liquids, tablets/capsules, plant materials, and other substances considered to be of illicit use. The laboratory receives over 5000 samples of confiscated drugs from police agencies for testing. Because of the large number of evidence samples received, cases are prioritized for testing based on trial dates. Thus, it would be very important to have LIMS be able to automatically prioritize chemist case assignments based on those going to trial first. Also, very important for this laboratory, is tracking evidence sample weights in the system and providing the Attorney General's office with chain-of-custody reports. Statistical reports are also very important for this unit which tracks not only case turnaround but chemist turnaround from case assignment to completion. In addition, monthly and yearly drug analysis reports are vital to keeping public health aware of the different types of drugs identified in the laboratory especially those that are highly visible. All other necessary items are as stated for the Toxicology Unit.

Deliverable 17: Arson Unit Lab

The Arson Unit provides qualitative identification of specific accelerants that may have been used to initiate and/or accelerate a fire. The types of cases received are: Fatal fires, criminal fires where an arrest is made, suspicious fires that result in serious physical injury, criminal fires where an accelerant is suspected, fires where the K-9 is used and has a negative or positive hit, fires of suspicious origin. This laboratory receives ~40 cases per year and there is only one chemist who performs the analysis. For these reasons, there are no specific requirements necessary for a LIMS in this lab compared to what is stated for the Toxicology and Controlled Substance Units.

Deliverable 18: Histology Unit Lab

The Histology Lab is used for processing, embedding, cutting, and staining of tissue specimens collected after an autopsy has been performed. Cases are brought to the lab where the histologist performs the laboratory duties and then hands over the completed slides to the corresponding pathologists. Records currently kept on the cases received include the number of blocks, the number of slides, the type of stains performed, and any re-cut slides that are usually sent out to various agencies. Daily QC/QA logs on the equipment and the solutions that are used in the lab are also kept.

Deliverable 19: Toxicology Unit Lab

The Toxicology Unit provides drug analysis testing on biological specimens from postmortem and DUI cases. This laboratory provides quantitative drug concentrations in

specimen samples in addition to qualitative identification of specific drug compounds in samples. All analytical testing is performed in “batches” in the laboratory such that multiple case samples can be analyzed under one run. Thus, it is important to have a LIMS system that can create batch sheets for chemists that automatically tracks specimen samples that need quantitative confirmation testing. For example, when qualitative screen results are input into the system, all positive results will automatically be allocated to the specific confirmation batch sheet for chemist analysis. The benefit of having such an option is that the user can specify the test of a batch sheet and the system will automatically identify all the samples requested for the same test. In addition, the system continues tracking the chain-of-custody of the samples tested in the batch sheet through the evidence bar-coding. A fully functional Toxicology LIMS would include the following:

- Evidence Submission Tracking (barcode)
- Chain-of-custody
- Request for examination
- Evidence control
- Chemist case assignment
- Analysis worksheets (input of data results)
- Peer/Supervisor Review and Sign-Off
- Chain-of-Custody report
- Test Result Report
- Statistics of Chemist Performance
- Statistics of Unit Performance including Case Turnaround
- Agency list maintenance
- Drug list maintenance
- Query Option
- Instrument Interface
- Qualify lab chemist proficiency
- Inventory control
- Forms and Protocols

Deliverable 20: Database Views

- The State will require the vendor to provide an Entity Relationship Diagram for the database of the proposed system.
- The database must contain views that can be used to extract data and to interface with other systems. OCME has another system that uses a SQL Server database and a .Net web front end. The vendor's proposed system must include features, such as data base views; to facilitate the interface with OCME's other system.

With formal State approval of all deliverables in this phase, the milestone payment (M2) minus 10% holdback may be invoiced.

4.11.5 Phase 5

The deliverable(s) are as follows:

Deliverable 21: Acceptance in Production of All Delivered Modules

This deliverable consists of final State approval of all delivered modules and their implementation into production.

Deliverable 22: Ninety (90) Day Warranty Period

As the final deliverable of the project, vendor will supply 90 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.

With formal State approval of all deliverables in this phase, the milestone payment (M4) may be invoiced. The total M5 payment is the sum total of the holdbacks from milestone payments M1 thru M4. See subsection 7.2 for details on project payments.

4.12 Project Expectations

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

4.12.1 Customization/Development

Vendor assumes primary responsibility for this project with minimal assistance from state staff. The vendor will propose this phase of the project although it cannot exceed six months from the date of the State's purchase order.

4.12.2 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. This requirement applies to both ASP and non-ASP solutions. 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 development, 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. Vendors should note though that ASP/COM applications that use MTS/Component Services present security difficulties in the DHSS IT Environment and will generally not be allowed.

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.

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), and a description of how the product will be used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of DHSS.

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 development, test and production environments.

4.12.3 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.

4.12.4 User Acceptance Testing (UAT)

Each system module will undergo UAT by the State prior to production implementation. The vendor is responsible for developing UAT test scenarios, but the State is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT State staff will be at the State's discretion. Upon formal State approval of a module's UAT, it will be scheduled with IRM for implementation into the production environment.

4.12.5 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.

4.12.6 Support Services

Bidders must include a description of the ongoing support they are proposing which will start after the warranty phase. Support includes licenses, 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 the Division.

Bidders should also address the following in their proposal:

- Identify the average of your response and resolution times. Provide examples of current measurements and metrics.
- Describe your process for providing application fixes and enhancements.
- Identify your average turnaround time for fixes and enhancements.
- Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements.
- Identify your anticipated 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 the Division. Other details and specific requirements are included in various sections throughout this RFP.

4.12.7 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.

4.12.8 Documentation

The vendor is responsible for providing documentation of the new system. At a minimum, this includes user manuals and/or on-line help. For non-COTS systems and for the

customized components of COTS systems, the vendor is also responsible for providing sufficient system documentation to permit DHSS application maintenance.

5 Proposal Evaluation/Contractor Selection

5.1 Process

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

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

After the Evaluation Team completes its initial review, staff from the Department of Technology and Information (DTI) will review the top two (2) to five (5) proposals and provide comments and recommendations to the Evaluation Team which will be used in selecting the vendors to demonstrate their proposed solution.

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

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

5.2 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.

5.2.1 Mandatory Requirements

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

5.2.2 Technical Proposal Scoring

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

Category	Maximum Assigned Points
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
Total Maximum Technical Score	80

5.2.3 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.

Total Maximum Business Score	20
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5.2.4 Total Points Awarded

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

Total Maximum Evaluation Score	100
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6 Bidder Instructions

6.1 Submission Information

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

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

For both the Technical Proposal and the Business Proposal, the eight (8) separate volumes must consist of two (2) signed originals and six (6) copies. The original copies of each of the Technical and Business Proposal Volumes must be clearly marked as such.

The proposal must also include Two (2) CD's with electronic versions of the entire proposals. This will be used for researching the proposals and reprinting as necessary. Each CD will contain the following files at a minimum:

- CD Directory.doc (Microsoft Word 2000 or higher)
- RFP Technical Proposal.doc
- RFP Business Proposal.doc
- RFP Technical Proposal.pdf
- RFP Business Proposal.pdf
- RFP Project Plan.mpp

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

<p>State of Delaware Department of Health and Social Services RFP</p> <p>Volume 1 Forensic DNA Laboratory Information Management System - Technical Proposal</p> <p>DHSS RFP #PSC 764 (Name of Bidder)</p> <p>July 5, 2007 11:00 A.M. ET</p>
--

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

<p>State of Delaware Department of Health and Social Services RFP</p> <p>Volume 2 Forensic DNA Laboratory Information Management System - Business Proposal</p> <p>DHSS RFP #PSC 764 (Name of Bidder)</p> <p>July 5, 2007 11:00 A.M. ET</p>

6.1.1 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- 2nd Floor Main Bldg., Room 259
1901 N. DuPont Highway
New Castle, DE 19720

6.1.2 Closing Date

All responses must be received no later than July 5, 2007 11:00 A.M. ET.

6.1.3 Notification of Award

Proposed date the Notification of Award will be mailed to all bidders: August 17, 2007..

6.1.4 Bidder Questions

All questions shall reference the pertinent RFP section(s) and page number(s). Written responses from DHSS will be binding. Verbal responses given at the bidders' conference will be informational only and non-binding. Other than at the bidders' conference, bidders may not contact any State staff except by sending questions **electronically** to:

Robyn Quinn
The Office of the Chief Medical Examiner
200 S. Adams Street Wilmington, DE 19801
robyn.quinn @state.de.us

by May 28, 2007 04:30 P.M. ET. Only those questions received in this manner by this date and time will be considered, and it is the vendor's responsibility to ensure that questions are received by the above named person by the date and time shown above. 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. This addendum will also be sent electronically to all vendors attending the bidders' conference.

6.1.5 Anticipated Schedule

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

Activity	Schedule
State Publishes RFP	May 7, 2007
Mandatory Bidder's Conference	May 21 6, 2007 10:00 AM ET
Submission of Questions	May 28, 2007 04:30 P.M. ET
Response to Questions	June 11, 2007 04:30 P.M. ET
Receipt of Proposals	July 5, 2007 11:00 A.M. ET
Possible Selected Vendors' Demonstrations	July 23 thru July 27, 2007
Notification of Award	August 17, 2007
Contract Signature/Project Start	September 14, 2007
Project End/Start of 90 Day Warranty Period	March 14, 2008

6.1.6 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.

6.1.7 RFP and Final Contract

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

6.1.8 Proposal and Final Contract

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

6.1.9 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.

6.1.10 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.

6.1.11 Cost of Proposal Preparation

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

6.1.12 Mandatory Pre-bid Conference

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

May 21 6, 2007 10:00 AM ET

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

6.2 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.**

6.2.1 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.

6.2.2 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 G: 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 H: 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 J: This is a standard bidder information form.

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

Appendix K: This is an optional form

Bidder Project Experience

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

6.2.3 Executive Summary (Section C)

Bidder shall 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.

6.2.4 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 proposed schedule in 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 State staff and contract management.

Vendors attending the mandatory bidders' conference will receive a sample Microsoft project plan. It provides the general format that vendors must follow when constructing their project plan. 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 "State 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, the state will not approve the initial milestone payment. Vendor staff expertise in MS Project is critical for proper construction and maintenance of this plan.

NOTE: Deliverables 4 through 19 are described at a module level. The project plan must be more detailed and include items such as:

- Requirements JAD sessions
- Requirements document *
- Design JAD sessions
- Design document *
- User manual or on-line help *
- Systems documentation, as required *
- Training plan *
- UAT *
- Production implementation *

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

6.2.5 Project Requirements (Section E)

Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 4. 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 4 in Appendix I must be completed in full and included in the beginning of this section of the bidder’s proposal.

6.2.6 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
- Forensic Science
- Technical analysis
- Development
- Documentation
- 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 4.1. Resumes will be formatted as outlined in Appendix E 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.

6.2.7 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
- Forensic Laboratories

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 L.

Provide an example of an actual client implementation plan, similar in magnitude to the Forensic DNA LIMS, including staff, dates, milestones, deliverables, and resources.

6.3 Volume II – Business Proposal Contents

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

6.3.1 Project Cost Information (Section A)

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

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 F1 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.

Vendors attending the mandatory bidders’ conference will receive a sample Microsoft Excel version of Schedule F1.

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

A Project Cost cap is specified in Appendix F and is a mandatory submission requirement.

6.3.2 Software and Hardware Information (Section B)

On a separate page of the Business Proposal entitled "Software Licensing Structure" list each module and each third party software application listed in either Schedule F1 or Schedule F4. Describe what required (or optional) functions from section 4 that the particular module or application includes. Discuss the licensing structure (per seat, concurrent user, site, etc.) for each.

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

On a separate page of the Business Proposal entitled "Hardware Description" list each hardware item listed in either Schedule F1 or Schedule F5. Provide a description of its function and a detailed component list.

6.3.3 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.

7 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.

7.1 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 contract between DHSS and the contractor selected from the evaluation of responses to this RFP shall consist of the components outlined in this section and shown below. The order of precedence among these contract components shall be:

- First, the Delaware contract signed by all parties, and any subsequent amendments to that document
- Second, this RFP, inclusive of appendices and exhibits
- Third, any amendments to this RFP
- Fourth, 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.

7.2 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 F1 (Appendix F). Payments will be made based upon the contractor's satisfactory completion and State approval of the identified scheduled milestones.

7.3 Contract Term

The maximum term of the project is six months from contract signature. Bidder may propose a shorter term in their proposal.

7.4 Contractor Personnel

DHSS shall have the right to require the Contractor to remove any individual (either Contractor or subcontractor) from his/her assignment to this project 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.

7.5 DTI Requirements

With respect to work provided to or conducted for the state by a contractor, the contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor shall follow practices consistent with generally accepted professional and technical standards. The contractor shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated via DHSS with DTI and are consistent with practices utilized by, or standards promulgated by DTI and DHSS. If any service, product or deliverable furnished by a contractor(s) does not conform to these standards or general practices, the contractor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to these standards or practices.

DTI is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at the link provided in Appendix D. Contractor must certify that any systems or software provided by the contractor are free of the vulnerabilities listed in that document.

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

made to contractor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Vendor.

7.6 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.

7.7 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.

7.8 Method of Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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.

7.9 Contract Transition

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

8 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 Departmental Contract

D. Website Links

E. Key Position Resume

F. Project Cost Forms

G. Mandatory (Pass/Fail) Submission Requirements Checklist

H. State of Delaware Contracts Disclosure

I. Crosswalk of RFP Section 4

J. Bidders Signature Form

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

L. 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, G, H, I, J, K(optional), L
- Business Proposal – Appendix F

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

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response.

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response.

Further information, guidelines and forms for such certifications can be found at:

<http://www2.state.de.us/omwdb/>

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 Departmental Contract

CONTRACT

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 B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the 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 A - Divisional Requirements
 - Appendix B - Services Description
 - Appendix C - Contract Budget
 - 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 C. 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 5/23/97), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix _____ 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:

Name

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Director

Date

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>
- DTI Executive Sponsor Reporting Standards and Change Management Standards
<http://dti.delaware.gov/majorproj/majorproj.shtml>.
- Top 20 Internet Security Threats developed by the SANS Institute and the FBI
<http://www.sans.org/top20/>

Appendix

E. 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

F. Project Cost Forms

F1. Project Costs by Deliverables & Milestones

Forensic DNA LIMS Deliverable & Milestone Cost Schedule								
Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	Holdback	Vendor Payment	Projected Date	Actual Date Approved	
Phase 1	Deliverable 1: Detailed Project Work Plan							
	Deliverable 2: Deliverable Document Templates							
	State Approval of Phase 1 (M1)							
Phase 2	Deliverable 3: Requirements Specifications Document							
	Deliverable 4: Case Management Module							
	Deliverable 5: Evidence Processing Module							
	Deliverable 6: Chain of Custody Tracking Module							
	Deliverable 7: Bar Coding Module							
	Deliverable 8: Quality Control Module							
	Deliverable 9: Quality Assurance Module							
	Deliverable 10: Evidence Testing Equipment Interface							
	State Approval of Phase 2 (M2)							
Phase 3	Deliverable 11: Reporting Module							
	Deliverable 12: Inventory Control Module							
	Deliverable 13: Administrative Functions Module							
	Deliverable 14: User Training							
	State Approval of Phase 3 (M3)							
Phase 4	Deliverable 15: Death Investigation Unit Lab (Pathology)							
	Deliverable 16: Controlled Substances Unit Lab							
	Deliverable 17: Arson Unit Lab							
	Deliverable 18: Histology Unit Lab							
	Deliverable 19: Toxicology Unit Lab							
	Deliverable 20: Database Views							
	State Approval of Phase 3 (M4)							

Phase 5	Deliverable 21: Acceptance in Production of All Delivered Modules						
	Deliverable 22: Ninety (90) Day Warranty Period						
	State Approval of Phase 5 and Entire Project, Including Holdback From Prior Phases (M5)						
Total Cost							

Holdback Percent	10.00%
------------------	--------

The Total Cost shown in Schedule F1 **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 proposed 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 F2 and F3.

Vendors must complete the **Projected Date** column for each milestone and the dates must correspond to the dates provided in the Microsoft Project plan.

Milestone Cost Breakdown

- M1 = Total Cost for Phase 1 deliverables – 10% holdback
- M2 = Total Cost for Phase 2 deliverables – 10% holdback
- M3 = Total Cost for Phase 3 deliverables – 10% holdback
- M4 = Total Cost for Phase 4 deliverables – 10% holdback
- M5 = M1 + M2 + M3 + M4 holdbacks

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

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

Cost Cap

The Total Cost from Schedule F1 cannot exceed \$200,000.

F2 Software Licensing Schedule

Module Name	Number of Licenses	Percent Customization
Deliverable 4: Case Management Module		
Deliverable 5: Evidence Processing Module		
Deliverable 6: Chain of Custody Tracking Module		
Deliverable 7: Bar Coding Module		
Deliverable 8: Quality Control Module		
Deliverable 9: Quality Assurance Module		
Deliverable 10: Evidence Testing Equipment Interface		
Deliverable 11: Reporting Module		
Deliverable 12: Inventory Control Module		
Deliverable 13: Administrative Functions Module		
Deliverable 15: Death Investigation Unit Lab (Pathology)		
Deliverable 16: Controlled Substances Unit Lab		
Deliverable 17: Arson Unit Lab		
Deliverable 18: Histology Unit Lab		
Deliverable 19: Toxicology Unit Lab		

F3 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 4: Case Management Module					
Deliverable 5: Evidence Processing					
Deliverable 6: Chain of Custody Tracking Module					
Deliverable 7: Bar Coding Module					
Deliverable 8: Quality Control Module					
Deliverable 9: Quality Assurance Module					
Deliverable 10: Evidence Testing Equipment Interface					
Deliverable 11: Reporting Module					
Deliverable 12: Inventory Control Module					
Deliverable 13: Administrative Functions Module					
Deliverable 15: Death Investigation Unit Lab (Pathology)					
Deliverable 16: Controlled Substances Unit Lab					
Deliverable 17: Arson Unit Lab					
Deliverable 18: Histology Unit Lab					
Deliverable 19: Toxicology Unit Lab					

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 _____

F4.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.

Software Description/Name	Required Version	Number of Licenses

Total Estimated State Purchased Third Party Software Cost _____

The State will purchase the above items from a third party, not the selected vendor. The cost should not be included in Schedule F1 and will not impact the cost cap.

F5. 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. The cost should not be included in Schedule F1 and will not impact the cost cap.

Appendix

G. Mandatory (Pass/Fail) Submission Requirements Checklist

Mandatory (Pass/Fail) Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted no later than the closing date and time	6.1.2	
The bid is submitted in separate sealed volumes containing the Technical and Business proposals	6.1	
The correct number of copies of each proposal is submitted	6.1	
Each proposal volume is labeled correctly	6.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	6.2.1	
The proposal contains a single solution in terms of this planning project	6.1.10	
Bidder/Proposed Subcontractor has appropriate project experience	6.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal CD's have been scanned and are free from viruses and other malicious software.	6.2.1	
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 F	
Total project cost does not exceed cost cap	Appendix F	
Firm fixed price contract proposed	7.2	
Technical proposal is submitted with a completed, duly signed and dated copy of the Submission Requirements Checklist	6.2.2 & Appendix G	
Completed State of Delaware Contracts Disclosure	Appendix H	
Completed Crosswalk of RFP Section 4	6.2.5 & Appendix I	
Completed Bidders Signature Form	Appendix J	
Compliance with HIPAA Regulations & Standards	4.3 & 4.4	
Proposal includes required resumes	6.2.6	
Proposal addresses each deliverable and describes how the proposed system addresses the functionality listed in the deliverables.	4.11	

Signature of Authorized Representative

Date

Title / Company

Appendix

H. 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

I. Crosswalk of RFP Section 4

Crosswalk of RFP Section 4

RFP Section	Proposal Section Number	Proposal Page Number
4 Contractor Responsibilities/Project Requirements		
4.1 Staffing		
4.2 Project Management		
4.3 Requirement To Comply With HIPAA Regulations and Standards		
4.4 Requirement to Comply with State Policies and Standards		
4.5 State Architecture Requirements		
4.6 Database Design		
4.7 Performance		
4.8 Degree of Customization		
4.9 Backup and Recovery		
4.10 Disaster Recovery		
4.11 Deliverables		
Deliverable 1: Detailed Project Workplan		
Deliverable 2: Deliverable Document Templates		
Deliverable 3: Requirements Specifications Document		
Deliverable 4: Case Management Module		
Deliverable 5: Evidence Processing Module		
Deliverable 6: Chain of Custody Tracking Module		
Deliverable 7: Bar Coding Module		
Deliverable 8: Quality Control Module		
Deliverable 9: Quality Assurance Module		

Deliverable 10: Evidence Testing Equipment Interface		
Deliverable 11: Reporting Module		
Deliverable 12: Inventory Control Module		
Deliverable 13: Administrative Functions Module		
Deliverable 14: User Training		
Deliverable 15: Death Investigation Unit Lab (Pathology)		
Deliverable 16: Controlled Substances Unit Lab		
Deliverable 17: Arson Unit Lab		
Deliverable 18: Histology Unit Lab		
Deliverable 19: Toxicology Unit Lab		
Deliverable 20: Database Views		
Deliverable 21: Acceptance in Production of All Delivered Modules		
Deliverable 22: Ninety (90) Day Warranty Period		
4.12 Project Expectations		
4.12.1 Customization/Development		
4.12.2 Site Requirements		
4.12.3 System Testing		
4.12.4 User Acceptance Testing (UAT)		
4.12.5 Conversion		
4.12.6 Training		
4.12.7 Support Services		
4.12.8 Maintenance Services		
4.12.9 Documentation		

This is a template for the crosswalk of Section 4 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 4.

Appendix

J. 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

K. 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 # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

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

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-1965

Appendix

L. Bidder Project Experience



Delaware Health and Social Services

Bidder Project Experience

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