

STATE OF DELAWARE



DELAWARE HEALTH
AND SOCIAL SERVICES

DIVISION OF MANAGEMENT
SERVICES

1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSCO-807

FOR

**DELAWARE EMERGENCY MEDICAL SERVICES DATA INFORMATION
NETWORK (EDIN) SYSTEM PLANNING SERVICES**

FOR

**THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901**

Deposit
Performance Bond

Waived

Waived

**Date Due: April 11, 2008
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on February 27, 2008 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. "All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

REQUEST FOR PROPOSAL #PSCO-807

Bids for Delaware Emergency Medical Services Data Information Network (EDIN) System Planning Services for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, **until 11:00 a.m. local time April 11, 2008**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **February 27, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact Michelle Eichinger at (302) 744-1061.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

All RFP-PSCOs can be obtained online at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must include the forms in Appendices A, B, C and D signed and all information on the forms complete. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

NOTIFICATION TO BIDDERS

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

contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

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

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC807) 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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HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

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

REQUEST FOR PROPOSAL

Delaware EMS Data Information Network (EDIN) System Planning Services

PROFESSIONAL SERVICES RFP-807



DELAWARE DIVISION OF PUBLIC HEALTH

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1 Project Overview

Introduction

This is a Request for Proposal (RFP) issued by the Division of Public Health (DPH) on behalf of user agencies to acquire a planning vendor to analyze the current EMS Data Information Network (EDIN) System to:

- survey and define the current participants/stakeholders for their current and future needs,
- prepare a GAP analysis between the current data and reporting systems and the needs of the participating agencies,
- identify the existing and desired technical infrastructure (including interfaces),
- research, review and document patient care records and records management systems being used in other EMS communities,
- prepare a system requirements definition and cost estimate,
- prepare a system implementation RFP, and
- assist with the system implementation RFP review process.

Background and Purpose

The Emergency Data Information Network (EDIN) is the electronic, statewide Emergency Medical Services (EMS) data system in Delaware. The EDIN system collects, at minimum, over 130 data points covering the demographic assessment and treatment phases of an EMS incident. The EDIN system has been online since January 1, 2000. Since its inception, over 750,000 records have been entered into the system. Currently, all of the Advanced Life Support agencies in Delaware are using the system on a full-time basis. Of the 59 volunteer Basic Life Support agencies, all are using the system on either a full time or partial basis.

EMS Stakeholders (Data Contributors or Recipients of System Data)

- Department of Health and Social Services
- Provider Agencies
 - Delaware Volunteer Firemen's Association
 - New Castle County EMS
 - Kent County EMS
 - Sussex County EMS
 - Delaware State Police, Aviation Division
 - Christiana Care LifeNet Aviation Division
 - City of Wilmington Fire Department
 - Private Basic Life Support (BLS) Agencies
 - State Dispatch Centers
- Oversight Agencies (DPH, DPH OEMS, Fire Commission, DEMSOC Committee)
- Delaware Hospitals (list attached)

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- Department of Safety and Homeland Security
- Billing Services (BLS companies invoice for ambulance services)
- Public Health Preparedness
- Other End Users (such as the out of state hospitals that receive patients via Delaware EMS services and National EMS Information System (NEMSIS))

Purpose

The needs of the user agencies have outgrown the capabilities of the current data system (EDIN). The purpose of this rfp function is to evaluate the needs of user agencies as well as current capabilities and other EMS data systems to assist the state of Delaware in moving forward with the next generation data system. It is vital to the success of the project that the user agencies have fair and equitable input into the design of the future system.

2.0 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.

2.2 The Division

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

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

2.2.1 Office of Emergency Medical Services

The mission of the Office of Emergency Medical Services (OEMS) is to assure a comprehensive, effective and efficient statewide emergency medical care delivery system in order to reduce morbidity and mortality rates for the citizens of Delaware.

A role of OEMS is to provide an integrated EMS Information System, currently known as Emergency Data Information Network (EDIN) The Office of Emergency Medical Services (OEMS) manages this program for DPH and is the lead programmatic source of information for this project.

2.3 Support/Technical Environment

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

2.3.1 Division Information Technology Unit

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

2.3.2 Information Resource Management (IRM)

The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and advice on automated

systems software and development. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications and Help Desk support group. For this project, IRM will provide project staff for consulting support and advice to assure that technical questions and technical issues are resolved quickly.

2.3.3 Department of Technology and Information (DTI)

DTI is a separate cabinet level agency responsible for running the State of Delaware's mainframe computer operations, wide area data network and setting statewide IT policy and standards. DTI, as a separate state agency, does not fall under the authority of DHSS. However, DTI is responsible for supplying mainframe and Wide Area Network (WAN) systems support to DHSS as well as other state agencies. Additionally, DTI provides 24/7 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.

2.3.4 Upon execution of a non-disclosure agreement, respondents to the RFP will be provided access to documentation to the current EDIN system in order to become familiar with what is currently in place.

2.4 State Responsibilities

The following are State responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, and available resources. There is an emphasis on the limitation of State staff time for this project.

2.4.1 Staffing Roles

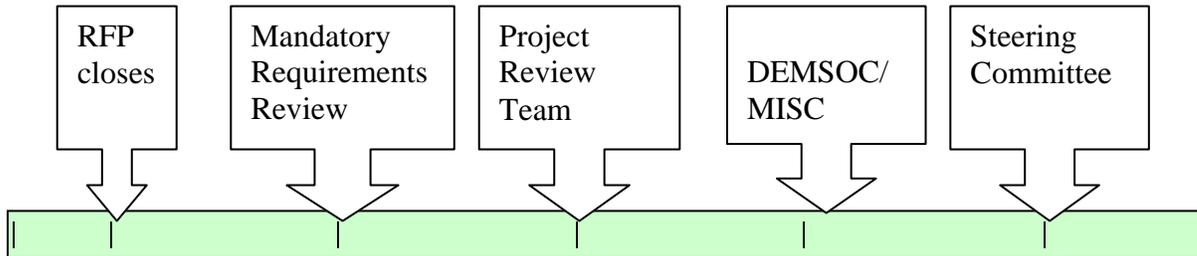
The Division and Department will appoint co-Project Directors. These co-Project Directors will serve to manage the contractor during this project. All project deliverables will be approved by signature of both the Division and Department project directors. The Division Project Director will serve as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

The Division Project Director will serve as primary coordinator to ensure that interview sessions take place with the appropriate subject matter experts (SME). They will also ensure, that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes. 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 applications and related systems, and will participate in meetings and deliverable review as necessary.

The Department 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 Department Project Director will serve as the primary liaison with DTI staff to gather State level input as needed.

2.4.2 Project Sequence of Events

The following outlines the proposed sequence of events for this project. (refer to section 6.0 for additional information)



2.4.2.1 Steering Committee

The Steering Committee will consist of 3 individuals, the Division project director, the Department Project Director and a representative appointed by DEMSOC/MISC. This Steering Committee will make the final decision as to which bid is accepted.

2.4.2.2 DEMSOC

The DEMSOC committee will review the top 3 bids (with a minimum of 50 for technical score), based on technical score and will function in an advisory manner to the Steering Committee.

2.4.2.3 Project Review Team

The Project Review Team will review all bids that have been evaluated and found to meet all mandatory requirements as outlined in the rfp. The Project Review Team will consist of representation from the following organizations; OEMS, ALS agencies, BLS Agencies, Medical Directors, Dispatch agencies, state and Division level IT personnel and representation from DSHS. Members of the Project Review Team may bring additional non-voting members to the meetings for advisement. The Project Review Team will be responsible for assigning a technical proposal score for each bid that meet mandatory requirements (see section 6). Attendance at all pre-bid meetings as well as all bid review meetings is mandatory. Failure to attend such meetings will result in that agencies scoring being deleted from the process.

2.4.3 State Staff Participation

The OEMS Project Director will be the lead contact on this project. Additional State staff participation is as assigned and is in addition to their primary responsibilities. The OEMS will be responsible for gathering knowledgeable subject matter experts for interview sessions related to their areas of expertise. Attendance at these sessions is mandatory for assigned state staff.

2.4.4 Resource Availability

The OEMS will gather knowledgeable subject matter experts for interview sessions related to their areas of expertise. The Vendor will meet/interview system stakeholders to assess their needs for the system.

2.4.5 Deliverable Review

It is the responsibility of the State to perform deliverable review. For each document deliverable, the State will either approve the deliverable in its entirety or disapprove the deliverable and return with comments. 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.

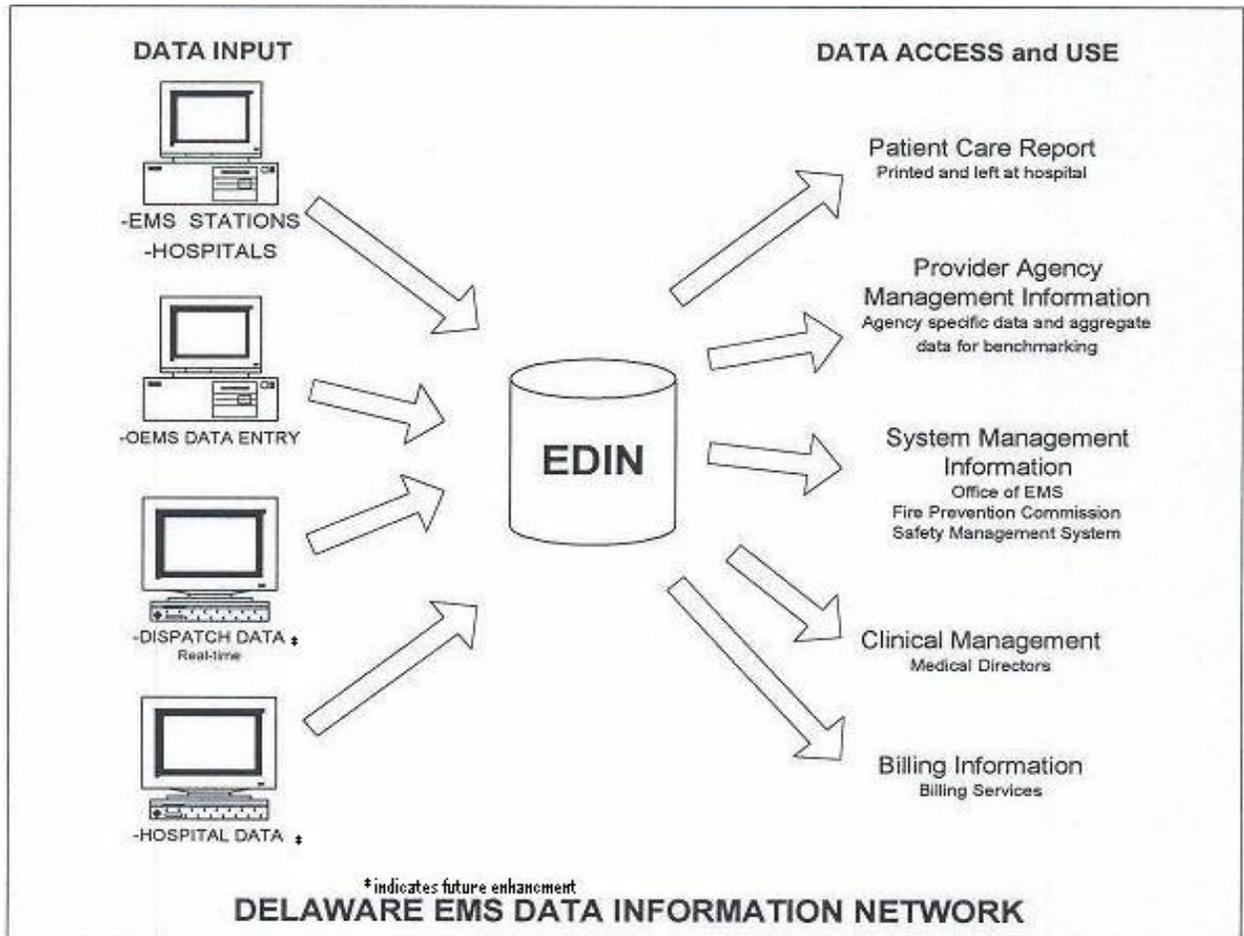
3.0 Overview of Current System

3.1 EDIN Overview

EDIN is a server-based system that uses Citrix Metaframe®. This design was chosen for the following reasons:

1. Delaware is a small state. At the time of EDIN development the average high call volume per hour was 20 incidents.
2. The Citrix environment allowed for changes made to EDIN without having to send any updates to remote locations.
3. Once the hardware infrastructure was purchased, no additional hardware expenses were needed to add users to the system.
4. All of the data would be held in a central location from the moment of data entry.
5. The Citrix software uses the internet as the connection medium between a remote site and the server. An EDIN report can be entered anywhere as long as an internet connection is provided.
6. A patient care report can be started at one location and finished at another. It does not have to be completed all at once.
7. The reliability of the system would be greater than 98%.

Below is an illustration of the EDIN system, its inputs, and information use. Because of the Citrix design, the information output is delivered on a real-time basis.



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During an ALS EMS response, the ALS and BLS providers will respond in two separate vehicles, creating two patient care reports for a single patient. An EDIN report is created after the patient has been assessed, treated, and, if applicable, transported to a medical facility. After transferring care of the patient to the hospital staff, the EMS provider enters the patient care report in the EMS room at the hospital (Delaware mandates that ALS providers furnish a patient care report to a hospital within four hours of patient arrival). The Office of EMS provides terminals at the eight hospitals in state and those facilities supply internet access at no charge.

To enter the patient care report, the provider simply sits down at a remote terminal and connects to the system using an assigned username and password. The provider can either enter a new patient care report or complete an existing report. The provider then enters the incident information into the system, a process that typically takes 15-20 minutes. Before the report is closed and printed, the system will automatically check spelling, missing data and other errors. Additions or clarifications to a report are done by the provider completing an addendum to the patient care report, which is tracked via the system audit trail. Once a report is in the system, it can be accessed by agency administration.

There are two specific areas of an EDIN report: the 911 section and the patient care section. The first three screens are the 911 section, where all the associated “times and numbers” for the incident are recorded. This section includes the data elements specified in the National NHTSA EMS Dataset. The fields in this section need to be completed for any EMS incident, including cancellations. If any kind of patient contact occurred, such as for transports, refusals, transfers of care, or dead on arrival incidents, the writer must fill out a full patient care report. The full patient care report includes a series of questions in a logical progression about the EMS patient, EMS incident, and EMS care provided. Each area is known as a *tab* and collects a specific category of information (i.e. initial assessment, procedures). By the time the writer gets to the last tab, little needs to be added to the narrative portion. The writer has provided all of the essential items in previous sections. Below is a listing of the *tabs* that make up a patient care report:

1. Patient Tab: The Patient Tab records general demographic information about the patient. This includes the name, home address, age, medications, past medical history, and allergies.
2. History Tab: This tab is used to document the subjective information from the patient, family, or witnesses, as well as interpretation of the patient’s condition.
3. Initial Exam Tab: The writer documents the initial assessment by describing the patient’s alertness, airway, breathing, and circulation.
4. Focused Exam Tab: The writer provides a comprehensive assessment of the patient’s condition and specific anatomical areas (i.e. anterior thorax, head). This section varies between ALS and BLS providers.
5. Procedures Tab: Probably the most versatile portion of the report, the writer is asked to document all of the procedures (treatments) that were provided for the patient. While documentation of each procedure is different, the writer will always be asked to provide:
 1. The time the procedure occurred

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2. The person performing the procedure on the patient
3. The type of procedure performed on the patient
4. The results of the procedure in a free-text format

Procedures such as vital signs or endotracheal intubation require significantly more information. The number of fields to be filled out depends on the documentation and quality improvement needs of the EMS service.

6. Trauma/Cardiac Arrest Tab: If the incident involved trauma and/or cardiac arrest, the writer must answer a series of related questions.

7. Narrative Tab: This section is to be used for additional notes not provided in other sections and two more quality improvement fields (EMS protocols used and patient outcome).

8. Local Tab: Each agency has the choice of adding an additional 10 questions to a patient care report. These questions are primarily for quality improvement purposes within the particular agency. Administrators can query this data and update questions as needed.

Like any software application, EDIN needs to be continually modified and improved to meet the needs of Delaware's evolving EMS system. There are three immediate needs for the system. First is to finish integrating the 911 centers into EDIN. The second is to enable EDIN to email a Patient care report directly to the hospital in the event that the report was created from a different location. Third is the creation a revised quality management system. All efforts will stimulate improvements in efficiency and information output for the EMS system. Also, with sufficient programmatic support, Delaware is hoping to create a web-based version of EDIN. This will vastly improve the accessibility of EDIN to providers throughout the state. Once a web-based version is developed, other useful applications can be created to work with EDIN, like a Palm® or Windows Mobile® version. Finally, Delaware is looking forward to integrating into national data systems, such as the upcoming NEMSIS system (National EMS Information System). The ability to share and benchmark data with other states will be vital for continued growth and improvement of EMS care in the years to come.

3.2 Scope of Work

DPH plans to release a Request for Proposal in the future for the next generation EMS Data System to include a Patient Care Reporting System and Records Management System. The first step in the planning phase is to contract with an organization for the purpose of completing the planning phase of the project as specified in this RFP. The scope of this contract will require the successful bidder to meet all of the following requirements in the expected timeframe as described below. Mandatory deliverables of this project are to;

- Develop a work plan;
- Process and outcomes report;
 - Analyze the current EDIN System by defining and surveying the current participants/stakeholders for their current and future needs;

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- Prepare a GAP analysis between the current data and reporting systems and the needs of the participating agencies;
- Research, review and document patient care records and records management systems being used in other EMS communities;
- Findings and outcome report;
- Develop a business functional requirements document;
- Recommendations on development of technical infrastructure report;
- Develop a General Systems Design (including a systems requirements definition) to include identification of the existing and desired technical infrastructure (including interfaces) and the development, implementation, and ongoing support cost estimate;
- Prepare a system implementation RFP; and
- Comprehensive report and review of all findings including implementation RFP and vendor recommendations;
 - Facilitate Implementation Vendor Selection Activities.

3.2.1 Analyze the current EMS Data Information Network (EDIN) System by defining and surveying the current participants/stakeholders for their current and future needs.

The bidder shall provide a detailed explanation about their current knowledge of EMS data information systems. The proposal shall include the bidder's approach to conducting additional research in order to better understand the processes used to implement similar systems/networks locally and nationally. Furthermore, the bidder shall explain how they will present such information to the stakeholders to provide points of reference for decision making. If subject matter expert(s) will be used in the requirements definition process, the bidder must explain his/her role and credentials.

3.2.2 Develop a business functional requirements document

The requirements definition process should include:

- Functional requirements
- System interface and connectivity
- Conversion of existing data
- Data sharing, security and privacy standards
- Network responsiveness
- Data sets to be shared
- NEMSIS and HIPAA compliance
- Identification of type and length of historical data to be shared and/or archived
- Project phasing – based on stakeholder priorities and anticipated users to benefit from the functionality
- Patient Care Reporting System and Records Management System

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- Mobile capabilities for PCR
- Integration with other Information Management Systems (CAD Systems, WebEOC and patient tracking systems currently under development with Public Health Preparedness).
- Quality Management Reports and Ad hoc reporting capability
- Identification of the security authority roles required for administration and how those roles can be centralized and/or distributed as needed to efficiently administer the system.

The bidder may also suggest additional requirements and policies to be considered.

3.2.3 Develop a General Systems Design (including a systems requirements definition) to include identification of the existing and desired technical infrastructure (including interfaces) and the development, implementation, and ongoing support cost estimate.

Facilitate and provide guidance on defining the requirement for the architecture, design, and implementation for the technical information and network environment to be established at each data contributing site (within State standards).

Based on the findings of these requirements, the bidder shall provide recommendations and cost estimate to develop a technical infrastructure that will allow for sharing a defined patient care data set in a timely and efficient manner, without disruption to the business and operations of each participating site and with appropriate considerations for privacy and security. This process shall include a review of other similar projects across the nation, an assessment of how they are faring, and the current technology and systems available.

3.2.4 Prepare a GAP analysis between the current data and reporting systems and the needs of the participating agencies

The bidder must explain in detail how it will work with the various stakeholders to evaluate the current information technology infrastructures with regard to the system requirements. The bidder shall explain how infrastructure gaps will be identified and documented as well as how recommendations for addressing these gaps will be determined and communicated. A report of findings and recommendations must be provided upon completion of the evaluation.

The GAP Analysis shall also identify any areas where the State's IT policies could be in conflict with:

- The functional requirements as gathered from stakeholders;
- Patient care and records management systems have been implemented in other communities;
- Commercial off-the-shelf software that is identified as possible solutions.

3.2.5 Research, review and document patient care records and records management systems being used in other EMS communities

The bidder will analyze and provide a report indicating:

EMS System Planning RFP

- Systems in production by locality (including system implementer, implementation project staffing resources, types and number of stakeholders, technology/architecture platform, and implementation and ongoing costs)
- Mapping to NEMSIS data points
- Quality Assurance capabilities of system (i.e., reporting capability)
- Ability to convert existing data

3.2.6 Prepare a System Implementation RFP

Develop a RFP to procure and implement the system (technology and business functions)

The successful bidder will prepare the scope of work and requirements for a request for proposal to be released by DPH to obtain proposals to support the technical design, development and implementation of the next generation EMS System. The RFP must be presented with sufficient time to allow for review, revision and release of the RFP. The RFP proposal shall explain the bidder's process for producing the system design, development and implementation of the RFP and obtaining input and feedback from project partners.

3.2.7 Facilitate Implementation Vendor Selection Activities

Assist with RFP response evaluation and prepare a report of review findings

The successful bidder will be required to assist with the development of evaluation criteria and processes prior to the receipt of responses to the RFP. Upon receipt of RFP responses for technical design, development and implementation of the next generation data system, the successful planning bidder will be expected to assist with technical review of the proposals.

A report of the review process, findings and recommendations must be submitted to DPH within two weeks of the review process. The successful bidder to this RFP also will participate in all technical RFP review discussions, respondent oral presentations, and final vendor selection.

3.2.8 Requirement To Comply With HIPAA Regulations and Standards

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

The selected contractor 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.

4.0 Project Methodology

4.1 Establish a work plan

The work plan will contain the bidder's detailed approach to performing the scope of work for the duration of the contract, including submitting progress reports, deliverables and correction plans as needed. The RFP response shall include the bidder's proposed plan for all work and deliverables defined in this RFP (presented in MS Project or other appropriate format to facilitate ease of review).

Additionally, the response shall include a description of how the bidder intends to:

- Coordinate and communicate with the project manager
- Manage its staff resources and contract deliverables
- Identify and correct unforeseen obstacles to meeting deadlines
- Provide monthly status reports regarding progress and deliverables

During the requirements definition phase, the successful bidder must prepare a report of the process, outcomes and next steps on a bi-weekly basis. Upon completion of the requirements definition phase, the successful bidder must prepare a report of findings and outcomes and present them to project leadership. The RFP response shall explain the content and process for this reporting requirement.

5.0 Document Deliverable Requirements

All of the following reports must be submitted to DPH at the times specified throughout the project. The successful vendor must also make accommodations to present the findings and recommendations of each phase of the project as defined below to the DPH both in written format and in verbal communications. The bidder shall recommend an appropriate schedule for in-person or teleconference discussions of the findings of each phase of the contract deliverables.

5.1 Functional requirements definition

1. Submit a project work plan for approval to the DPH.
2. Submit a report, synthesizing the stakeholders' group process and outcomes.
3. Prepare a report of findings and outcomes upon completion of the requirements definition phase.
4. Submit to DPH a report of recommendations on how to develop a technical infrastructure at each contributing site (e.g., hospitals, etc.) that will allow for sharing a defined clinical data set in a timely and efficient manner, without disruption to the business and operations of each participating site with appropriate considerations for privacy and security.

5.2 Implementation RFP

1. Prepare an implementation RFP and present to the DPH stakeholders in sufficient time to allow for review, revision and release of the RFP.

5.3 Implementation Vendor Selection Activities

1. Provide a report of the review process, findings and recommendations within two weeks of the implementation RFP review process.

5.4 Deliverables

Each document deliverable must be delivered in five (5) 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. 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 fifteen (15) 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 ten (10) business day periods to revise the document. Additional five (5) business day periods shall be required by the State for subsequent reviews whenever revisions are requested or a deliverable is disapproved.. Formal milestone approval by the State will be required for milestone invoicing.

5.5 Additional Documentation Required

1. Provide monthly progress and status reports regarding progress and deliverables due the last working day of each month.

EMS System Planning RFP

2. Prepare, on a bi-weekly basis a report of the process, outcomes and next steps of the requirements definition phase.

6 Proposal Evaluation/Contractor Selection

6.1 Process

DPH will conduct a two tiered review process for the EMS System Planning project.

In the first tier, each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in Appendix E. 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 Project Evaluation Team.

In the second tier, the Project Evaluation Team will perform a Technical Proposal Review. Technical Proposals receiving a passing score of 50 or higher will be eligible to have the Business Proposal reviewed. 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.

The vendor will be required to demonstrate knowledge of NEMSIS (National Emergency Medical Services Information System) compliance standards and EMS operations.

6.2 Proposal Evaluation and Scoring

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

6.2.1 Mandatory Requirements

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

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

6.2.2 Technical Proposal Scoring

Only those bidders submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored. Technical Proposals which fail to meet this provision will be rejected and will not be scored.

Only those Technical Proposals with a Total Technical Score of 50 or higher will have their associated Business Proposals scored. Technical Proposals with a Total Technical Score below 50 will be rejected. Bidders with rejected Technical Proposals will not have their Business Proposals scored.

Category	Maximum Assigned Points
Meets Mandatory RFP Requirements	Pass/Fail
Appropriateness of Proposed Solution in Terms of Business & Technical Requirements	30
Understanding Scope of the Project	25
Organization, Staff Qualifications and Experience With Similar Projects	20
Project Management Methodology	10
Total Maximum Technical Score	85

6.2.3 Business Proposal Scoring

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

Total Maximum Business Score	15
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6.2.4 Total Points Awarded

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

Total Maximum Evaluation Score	100
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6.2.5 Final Selection

The vendor scores and recommendations will be presented to and reviewed by the Steering Committee and the State Co-Project Directors who will make a final recommendation.

7 Bidder Instructions

7.1 Submission Information

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

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

Volume 1 – Technical Proposal

Volume 2 – Business Proposal

Response copies of each volume:

Two (2) signed originals and six (6) copies.

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

Each CD will contain the following files at a minimum:

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

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

The original copies of each of the Technical and Business Proposal Volumes must be clearly marked as such. In addition, see Section 0 for copies of other required forms to be included in each proposal.

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

State of Delaware
Department of Health and Social Services
RFP
Volume 1
EMS Data System Planning – Technical Proposal
DHSS RFP #PSC 807
(Name of Bidder)

April 11, 2008 11:00 A.M. ET

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

State of Delaware
Department of Health and Social Services
RFP

Volume 2
EMS Data System Planning - Business Proposal
DHSS RFP #PSC 797
(Name of Bidder)

April 11, 2008 11:00 a.m.

7.1.1 Proposal Delivery

Proposals must be delivered to:

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

7.1.2 Closing Date

All responses must be received no later than **April 11, 2008 11:00 A.M. ET.**

7.1.3 Notification of Award

Proposed date the Notification of Award will be mailed to all bidders: May 12, 2008.

7.1.4 Bidder Questions

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

Diane Hainsworth
Paramedic Administrator
Office of Emergency Medical Services
Division of Public Health
Blue Hen Corporate Center, Suite 4H
655 South Bay Road
Dover, DE 19901
Fax: (302)
Diane.Hainsworth@state.de.us

by **March 5, 2008 04:30 P.M. ET** will be considered. DHSS will not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm.

7.1.5 Anticipated Schedule

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

Activity	Schedule
State Publishes RFP	<i>February 11, 2008</i>
Mandatory Bidder's Conference	<i>February 27, 2008 10:00 AM ET</i>
Submission of Questions	<i>March 5, 2008 4:30 P.M. ET</i>
Response to Questions	<i>March 14, 2008 4:30 P.M. ET</i>
Receipt of Proposals	<i>April 11, 2008 11:00 A.M. ET</i>
Notification of Award (tentative)	<i>May 12, 2008</i>
Contract Signature/Project Start	<i>July 14, 2008</i>
Project Implementation Completed	<i>June 30, 2009</i>

7.1.6 Proposal Becomes State Property

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

7.1.7 RFP and Final Contract

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

7.1.8 Proposal and Final Contract

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

7.1.9 Modifications to Proposals

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

7.1.10 Alternative Solutions

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

7.1.11 Cost of Proposal Preparation

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

7.1.12 Mandatory Pre-bid Conference

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

February 27, 2008 10:00 AM ET

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

7.2 Volume I – Technical Proposal Contents

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

A. Transmittal Letter

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

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

7.2.1 Transmittal Letter (Section A)

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

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

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

7.2.2 Required Forms (Section B)

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

Certification and Statement of Compliance

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

Mandatory Submission Requirements Checklist

Appendix E. 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 F. 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 G. This is a standard bidder information form.

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

Appendix H. This is used for tracking purposes only.

Bidder Project Experience

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

7.2.3 Executive Summary (Section C)

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

7.2.4 Project Management Plan (Section D)

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

Project Plan (Section D.1)

Bidder must outline a project plan with the following information:

- Key dates including dates for deliverable submission, State deliverable approval, Federal deliverable approval (if required) and milestones

- Staffing structure, with a breakdown by activity, task and subtask within the entire project
- Description at the subtask level including duration and required staff resources (contractor vs. State) and hours
- Resource staffing matrix by subtask, summarized by total hours by person, per month.

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

Vendor project 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.

7.2.5 Project Requirements (Section E)

Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified. 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. .

7.2.6 Staff Qualifications and Experience (Section F)

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

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

Additionally, bidders shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Bidder and subcontractor staff shall be

separately identified. Resumes will be formatted as outlined in Appendix D and included in this section of the proposal. Bidder must also provide an organization chart of all proposed staff.

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

7.2.7 Firm Past Performance and Qualifications (Section G)

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

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

Experience of proposed subcontractors shall be presented separately.

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

Provide an example of an actual client implementation plan, similar in magnitude to the EMS System Planning project, including staff, dates, milestones, deliverables, and resources.

7.3 Volume II – Business Proposal Contents

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

7.3.1 Project Cost Information (Section A)

The bidder shall provide costs for the Proposal as outlined in Appendix L.

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 L1 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.

8 Terms and Conditions

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

8.1 Contract Composition

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

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

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

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

8.2 Payment for Services Rendered

Services will be bound by a **firm fixed price contract**. The firm fixed price will be the Total Cost shown in Schedule L1 (Appendix L). Payments will be made based upon the contractor's satisfactory completion and State approval of the identified scheduled milestones.

8.3 Contract Term

The initial term of the project is **8 months** with the possibility for renewal for up to one (1) additional year contingent on funding and additional needs to be addressed.

8.4 Contractor Personnel

DHSS shall have the right to require the Contractor to remove any individual from his/her assignment to this Agreement by the Contractor or any subcontractor, if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. If

the vendor must make a staff substitution for whatever reason, a staff person with equivalent qualifications and experience will be proposed to the State as soon as possible. The State Project Director(s) must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor's choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the State Project Directors approve a proposed replacement staff member who can assume the vacated position immediately upon its vacancy.

8.5 Funding

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

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

8.6 Confidentiality

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

8.7 Method of Payment:

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. contractor can only invoice after a deliverable has been submitted and approved by the appropriate state parties. The contractor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9 Appendices

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

A. General Terms and Conditions

B. Certification and Statement of Compliance

C. Standard Departmental Contract

D. Key Position Resume

E. Mandatory (Pass/Fail) Submission Requirements Checklist

F. State of Delaware Contracts Disclosure

G. Bidders Signature Form

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

I. Bidder Project Experience

J. Website Links

K. IRM/IMS Mandatory Requirements

L. Project Cost Forms

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

- Technical Proposal - Appendices B, D, E, F, G, H, I
- Business Proposal – Appendix L

Appendix

A. General Terms and Conditions

Appendix A

General Terms and Conditions

The following provisions are applicable to all DHSS RFP's

1) Proposal Becomes State Property

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

2) RFP and Final Contract

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

3) Proposal and Final Contract

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

4) Amendments to Proposals

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

5) Cost of Proposal Preparation

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

6) Investigation of Contractor's Qualifications

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

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

bidder performance gathered from these sources may be included in the Committee's deliberations and may be factored into the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

7) Certifications, Representations, Acknowledgments

Using Appendix B, bidding contractors must certify that:

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

8) Ownership Rights

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

9) Federal/State Access Rights

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

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

The Department reserves the right to:

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

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

11) Standard for Subcontractors

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

12) Irrevocable License

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

13) Non-Discrimination

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

14) Right to a Debriefing

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

15) Hiring Provision

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

16) Anti Lobbying

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

17) Anti Kick-back

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

18) Delaware Contract Language

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

19) Project Cost

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

20) Public Record

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

21) Minority/Women/Disadvantaged Business Certification

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

Appendix

B. Certification and Statement of Compliance



DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

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

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

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

PROCUREMENT

STATEMENT OF COMPLIANCE

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

Authorized Signature: _____

Title: _____

Date: _____

Appendix

C. Standard Departmental Contract



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

A. Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

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

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

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

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

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

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor’s negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the “Certificate Holder” and shall be valid for the contract’s period of performance as detailed in Paragraph A. 2.

7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the

quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

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

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

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

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its

- business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.
12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
 13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
 14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
 15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
 16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
 17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
 18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
 19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this

Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

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

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix ____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E. Authorized Signatures:

For the Contractor:

Signature

Name (please print)

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Jaime H. Rivera, MD, FAAP
Director

Date

APPENDIX A**DIVISION OF PUBLIC HEALTH REQUIREMENTS**

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

APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

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

Appendix

D. 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

E. 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	7.1.2	
The correct number of copies of each proposal is submitted	7.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	7.2	
Bidder/Proposed Subcontractor has appropriate project experience	7.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	7.2.1	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Appendix A	
Firm fixed price contract proposed	8.2	
Completed State of Delaware Contracts Disclosure	Appendix F	
Completed Bidders Signature Form	Appendix G	
Project timeline does not exceed specified project length	8.3	
Compliance with HIPAA Regulations & Standards	5.3 & 5.4	
Proposal includes required resumes	7.2.6	

Appendix

F. 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

G. 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

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



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

If your firm wishes to be considered for one of the classifications listed below, this page must be signed, notarized and returned with your proposal.

COMPANY NAME _____
NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____
COMPANY _____
ADDRESS _____
TELEPHONE # _____
FAX # _____
EMAILADDRESS _____
FEDERAL EI# _____
STATE OF DE BUSINESS LIC# _____

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

Organization Classifications (Please circle)
Women Business Enterprise (WBE) Yes/No
Minority Business Enterprise (MBE) Yes/No
PLEASE CHECK ONE---CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone #' (302) 739-4206 L. Jay Burks, Executive Director
Fax# (302) 739-7839 Certification # _____ Certifying Agency _____

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

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

NOTARY PUBLIC _____ MY COMMISION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

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

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

For Certification in one of above bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839

Appendix

I. 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>	

Appendix

J. Website Links

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

Appendix

K. IRM/IMS Mandatory Requirements

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

Abbreviations

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

System

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

submitted to the Base Technology group as well and require approval. The Base Technology group may request any supporting documentation that they feel is necessary to make a decision but all developers should assume that, minimally, an E/R (Entity/Relationship) model will be required for all relational database tables.

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

Financial

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

Project Control Procedure

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

3. The vendor will complete the PCR, detailing hours to be expended, the cost of the work and the names of vendor staff who will be allocated. The vendor will return the completed PCR to the IRM Project Leader.
4. IRM will review the completed PCR with the IMS Liaison and the DPH program manager.
5. IRM will notify the vendor to either start work on the PCR or request revisions. If revisions are requested, steps 2 thru 5 will be repeated.
6. Upon completion of deliverables, vendor will submit the following:
 - Source code to the IRM Project Leader
 - Test Case Scenarios on the attached TCS form to the DPH program manager**User Acceptance Testing (UAT) group will use TCS.**
7. Upon satisfactory UAT, the vendor may submit a Deliverable Acceptance Request (DAR) with attached PCR's & TCS's to the DPH program manager.
8. The DPH program manager will sign off on the DAR and forward to the IMS Liaison to obtain the signatures of the IMS Manager of Computer and Application Support and the IRM Manager of Application Support (or designees).
9. Once the vendor receives the DAR signed by IRM, IMS & DPH representatives, an invoice may be submitted to the DPH program manager.
10. The DPH program manager **must** obtain IMS & IRM approval for the invoice before submitting for payment.

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



*DELAWARE HEALTH
AND SOCIAL SERVICES*

Project Change Request (PCR)

Division Name:	Division of Public Health (DPH)
Project Name:	
Project Phase:	
Project Manager:	
Vendor:	
Vendor Project Manager:	

Request Title:	
Request Number:	PCR 0001
Date Issued:	
Date Required	

Reason for Change:
Description of Change:
Cost & Hours Estimate:
Ramifications:

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

DPH Program Name:	Signature:	Date:
IMS Name:	Signature:	Date:
IRM Name:	Signature:	Date:



**DELAWARE HEALTH
AND SOCIAL SERVICES**

Deliverable Acceptance Request (DAR)

Division Name:	Division of Public Health (DPH)
Project Name:	
Project Phase:	
Project Manager:	
Vendor:	
Vendor Project Manager:	

Deliverable Name:	
Delivery Date:	
Expected Date of Response:	
Actual hours worked and Cost incurred:	

Narrative of findings:

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

DPH Program Name:	Signature:	Date:
IMS Name:	Signature:	Date:
IRM Name:	Signature:	Date:



DELAWARE HEALTH
AND SOCIAL SERVICES

Test Case Scenarios

Test Case: Project name TC001

Test Date: mm/dd/yyyy

Prepared by: Programmer name

Test prerequisites: Description of any pre-testing requirements

Business Scenario: High level description of test scenario

Scenario 1: List specific steps for the scenario

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

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

Scenario 2: List specific steps for the scenario

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

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

Notes:

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

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

Appendix

L. Project Cost Forms

L1. Sample Project Costs by Deliverables & Milestones

Delaware EMS Data Information Network (EDIN) **Deliverable & Milestone Cost Schedule**

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	Holdback	Vendor Payment	State Share	Projected Date	Actual Date Approved
Phase 1	Deliverable 1: Detailed Project Workplan							
	State Approval of Phase 1 (M1)							
Phase 2	Deliverable 2: Process and outcomes report							
	State Approval of Phase 2 (M2)							
Phase 3	Deliverable 3: Findings and outcomes report							
	State Approval of Phase 3 (M3)							
Phase 4	Deliverable 4: Recommendation on development of technical infrastructure report							
	State Approval of Phase 4 (M4)							
Phase 5	Deliverable 5: Implementation RFP							
	State Approval of Phase 5 (M5)							
Phase <Final>	Deliverable 6: Review process findings and recommendation report							
Total Cost								

Holdback Percent	
State Share Percent	

The Total Cost shown in Schedule L1 must include all costs (except out year costs) that the selected vendor will be paid by DHSS. If specialized hardware or software will be provided by the vendor, it must be included as a deliverable in the above schedule.

The modules listed above are those described in the RFP. If a vendor’s COTS solution provides the same functionality as described in the RFP, but organizes this functionality in a different combination of modules, the vendor should show its own organization of modules in the above schedule and in Schedules L3 and L4.

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 = Total Cost for Phase 5 deliverables – 10% holdback

- M6 = M1 + M2 + M3 + M4 + M5 + M6 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.

L3 Software Licensing Schedule

Module Name	Number of Licenses	Percent Customization
Deliverable x:		
Deliverable x:		
Deliverable x:		

L4 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 x:					
Deliverable x:					
Deliverable x:					
Total					

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 _____

L5. 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

L6. 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. They should not be included in Schedule L1.