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STATE OF DELAWARE

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

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**REQUEST FOR PROPOSAL NO. PSC822**

**FOR  
Automated System Planning**

**FOR  
THE DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL  
DISABILITIES  
DELAWARE HEALTH AND SOCIAL SERVICES  
HERMAN M. HOLLOWAY SR. CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DE. 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: July 10, 2008  
11:00 A.M. LOCAL TIME**

**Written questions will be accepted through 4:30pm on June 2, 2008.** Answers will be distributed to those submitting questions and will be posted on the website as an addendum to this Request for Proposal. All questions must be submitted in writing or electronic form (email) and shall reference the pertinent RFP section(s) and page number(s). Bidders may not contact State staff by phone with questions. Questions should be directed to:

**Lisa Bond**  
**Division of Services for Aging and Adults with Physical Disabilities**  
**Herman Holloway Campus**  
**Main Annex Building**  
**1901 N. DuPont Highway**  
**New Castle, DE 19720**  
[lisa.bond@state.de.us](mailto:lisa.bond@state.de.us)

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## REQUEST FOR PROPOSAL # PSC822

The Department of Health and Social Services will provide bidders with State of Delaware information technology policies and standards, upon request. This request must be received by **June 2, 2008** and be accompanied by a signed Non-Disclosure Agreement form located in Appendix M. Send forms to:

**Lisa Bond**  
**Division of Services for Aging and Adults with Physical Disabilities**  
**Herman Holloway Campus**  
**Main Annex Building**  
**1901 N. DuPont Highway**  
**New Castle, DE 19720**  
[lisa.bond@state.de.us](mailto:lisa.bond@state.de.us)

Sealed proposals for Automated System Planning 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 AM local time July 10, 2008** at which time the proposals will be opened and read.

All RFP-PSCs can be obtained online at  
[www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://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 the Appendices, signed, where appropriate and all information on the forms complete.

### 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 as 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.

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**IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC822 )  
ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR  
PROPOSAL WILL IMMEDIATELY BE REJECTED.**

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY  
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1901 NORTH DUPONT HIGHWAY  
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.

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

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

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# 1 Project Overview

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## 1.1 Introduction

This is a Request for Proposal (RFP) for Automated System Planning issued by the Division of Services for Aging and Adults with Physical Disabilities (the Division). This RRP is the first part of a larger automated systems project planned by the Division.

The portion of the project covered by this RFP will entail comprehensive analyses of the Division's business requirements and existing DHSS data systems. The end goal is a Cost Benefit Analysis report that identifies potential systems solutions to meet the Division's business needs.

## 1.2 Background and Purpose

The Division was originally established in the mid-1960's with the passage of the Older Americans Act. During that time, "state units on aging" (SUA's) were established in each state under the direction of the federal Administration on Aging. The Division was officially designated as the state unit on aging for the State of Delaware. State Units on aging were charged with coordination of state programs and activities for older persons under the Older Americans Act. In addition, Delaware was designated as a single planning and service area (PSA). Given Delaware's single PSA status, the Division took on responsibility not only for statewide oversight, but also for service delivery at the local level, typically carried out by areas agencies on aging (AAA's) in larger states.

Over time, the role of the Division expanded tremendously. First, the Older Americans Act grew significantly both in its appropriations and in its scope of coverage. Over the years, SUAs have had to administer a greatly expanded array of services and activities. Also, several years after it was established, the Division began administering programs under the Social Services Block Grant (SSBG), a funding source with different data collection, reporting, and service delivery requirements than those imposed under the Older Americans Act. In addition, the Division expanded its original mission to include providing services for adults with physical disabilities as well as older persons. With this change came additional service dollars, and corresponding additional requirements for data collection and reporting. Finally, the Division has taken on responsibility for operating several home-and community based Medicaid waivers: first the Elderly & Disabled Waiver, then the Assisted Living Waiver, and most recently, the Acquired Brain Injury Waiver. The operation of these Medicaid Waivers has added significantly to the complexity of the Division's data collection and reporting needs.

As a result of this growth, the Division, like many organizations, has assumed a broad range of business functions. Also like many organizations, the Division makes use of a number of different data systems, each responding to a unique business function. The pattern of organization growth has contributed to the acquisition of these separate data systems, but until now, has not afforded the opportunity for consolidation.

Unfortunately, many of the Division's individual data systems no longer meet the business needs of the organization. For example, one of the systems, the Tracking Assessment and Planning (TAP) system, has proven to be adequate mostly for recording and storing client case notes. In order for TAP to provide the Division with reports useful for planning and program administration, it must be manually adjusted and used in combination with outside software.

Other data systems, such as the one used for the collection of program information from certain service contractors, currently provide only the most basic data used for aggregate reporting purposes. The capacity for data analysis and individual client tracking is limited.

This project will focus primarily on three of the Division's data systems. An ultimate goal for the project will be the development of recommendations for the modification and/or replacement of these systems. Following is a brief description of each of these systems:

- **Tracking Assessment and Planning (TAP)** is used by DMMA and DSAAPD to track medical and financial issues related to applications for Long Term Care Medicaid. TAP links to the Master Client Index System. The link is invisible to users.
- **Ombudsman Production System** maintains client and case data necessary to maintain the Long Term Care Ombudsman Program. It details the case notes of all complaints, resolution, complaint categories, as well as complaints by type, facility, and county.
- **National Aging Program Information System (NAPIS)** is supported and maintained by the Administration on Aging and is designed to track national performance goals which were established to justify future budget requests to Congress. The specific goal is to obtain information that is more accurate and which details client characteristics.

In considering options for improving the Division's data structure, it is important to recognize that the Division also makes use of systems operated by other Divisions within the Department of Health and Social Services (DHSS), including DMMA, which are used to support other Medicaid programs. Any modification and/or replacement of the three data systems listed above may need to incorporate an interface with these outside systems. Following is a description of each of these systems:

- **Master Client Index (MCI)** provides basic client demographic information and assigns a unique client identifier that is used by all DHSS applications. All systems developed by DHSS are integrated with the Department's Master Client Index (MCI). MCI was developed because divisions within the Department administer numerous federal and state programs to the same client population. MCI allows divisions to share and update data common to all programs and provides an unduplicated record of clients receiving Department Services.
- **Medicaid Management Information System (MMIS)** is a multi-functional system which supports the administration of the Delaware Medical Assistance

Program under DMMA. The Division (DSAAPD) uses the MMIS primarily to prior authorize services under its Medicaid Waiver programs.

- **Delaware Client Information System (DCIS)** is a FAMIS certified integrated on-line and batch system supporting Delaware's cash assistance, medical assistance, Child Care and Food Stamp programs. DCIS maintains case and client data necessary to administer the programs. It supports eligibility determinations, benefit calculations and benefit issuances to recipients. DSAAPD uses this in a "view only" capacity when necessary to get additional information on a case that is shared between DMMA and the DSAAPD.
- **Atlantes** is a care management system primarily used by DMMA for quality care management. It is also used by the Division (DSAAPD) on a limited basis for prior authorization of certain services.

One of the chief limitations of the current data structure within the Division is the lack of integration between systems. The Division's capacity for recordkeeping, reporting, planning, and quality assurance is hampered by the current structure. It is expected that these functions would be greatly enhanced through the development of integrated data systems.

This Automated Systems Planning project represents the first phase of a larger project to plan for and implement new and/or modified data systems that will be responsive to the many business functions and reporting needs of the Division.

The objectives of this phase of the project are: to provide for a thorough analysis of the information and reporting needs of the Division; to identify how those needs are being addressed through current data systems; and to develop recommendations for system solutions to meet the Division's data needs.

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## 2 DHSS Program and System Overview

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

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

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

### 2.2 The Division

The Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) carries out a broad range of activities on behalf of older persons and adults with physical disabilities. Following is a summary of these activities. DSAAPD:

- Administers contracts for home and community based services for older persons and adults with physical disabilities. Contracted services include: adult day services; adult foster care; Alzheimer's day treatment; assisted living; assistive devices; attendant services; community living respite; congregate meals; emergency response service; employment services; fitness; Hispanic outreach; home delivered meals; home modification; housekeeping; legal services; personal care; respite care; and transportation.
- Operates Home and Community Based Medicaid Waivers including the Elderly and Disabled Waiver; the Assisted Living Waiver; and the Acquired Brain Injury Waiver. (DMMA, as the State Medicaid agency, provides administrative oversight for these waivers.)
- Directly operates a number of programs, including: the Adult Protective Services Program; CARE Delaware; the Community Services Program; the Delaware Senior Medicare Patrol Program; Joining Generations; the Long Term Care Ombudsman Program; the Nursing Home Transition Program; and the Delaware Money Management Program.
- Advocates on behalf of older persons and adults with physical disabilities to create a broader awareness of the needs of these populations and to generate additional resources to meet these needs.

- Advocates on behalf of persons with acquired brain injury, and develops plans to address the needs of this population.
- Develops and implements a variety of wellness and health promotion programs.
- Supports and advocates for grandparents and relatives raising others' children.
- Analyzes data, performs needs assessments, and develops and evaluates new services for older persons, adults with physical disabilities, and their families.
- Provides training to agency staff and staff in the aging and disabilities network on an ongoing basis on a range of topics related to the provision of services to older persons and adults with physical disabilities.
- Develops special programs to address a variety of concerns.
- Develops public-private and public-public partnerships to increase the availability of services.
- Plans and conducts special events focusing on older adults and adults with physical disabilities.

The Division of Medicaid and Medical Assistance (DMMA), is a partner agency with DSAAPD on this project. As described previously, DMMA, as the State Medicaid agency, operates some of the data systems used by DSAAPD. DMMA provides federally funded health care services to poor, uninsured families and individuals. DMMA provides a wide range of services, including services under the general heading "long term care Medicaid."

DSAAPD operates three Medicaid Long Term Care programs:

- **Elderly and Disabled Waiver** This program provides individuals who qualify for the Medicaid Nursing Facility program with an alternative to going into a nursing facility. An individual applying for this program must require a skilled or intermediate level of care as defined by Delaware Medicaid criteria. The Elderly and Disabled Waiver program allows an individual to remain in his/her own home comfortably and safely by providing special community-based services. Those who are eligible for this program can receive, as needed, all regular Medicaid services and also additional Waiver services that Medicaid normally does not cover.
- **Assisted Living Waiver** Assisted Living facilities under contract with Medicaid provide supportive services to residents, which usually include personal services and light medical or nursing care. Assisted living allows a resident more independence than nursing home care. In Delaware, an Assisted Living Waiver recipient pays part of the Room and Board cost associated with assisted living care. In addition, the recipient will receive Medicaid services as outlined in the State Plan. An individual applying for this program must require an intermediate level of care as defined by Delaware Medicaid criteria.

- **Acquired Brain Injury Waiver** This program offers enhanced community support to individuals with brain injuries who have physical, cognitive and/or behavioral symptoms which require supervised and/or supportive care.

### **2.3 Support/Technical Environment**

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

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

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

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

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

## 3 State Responsibilities

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The following are State responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, available resources, and system testing and implementation (if applicable).

### 3.1 Staffing Roles

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

The Division Project Director will serve as primary coordinator to ensure that meetings with Division staff to define business requirements take place with the appropriate subject matter experts (SME), that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes. The Division Project Director will coordinate with other divisions and State agencies for their input as needed. These staff will serve primarily as subject matter experts on relevant Division applications and related systems, and will participate in meetings and deliverable review as necessary.

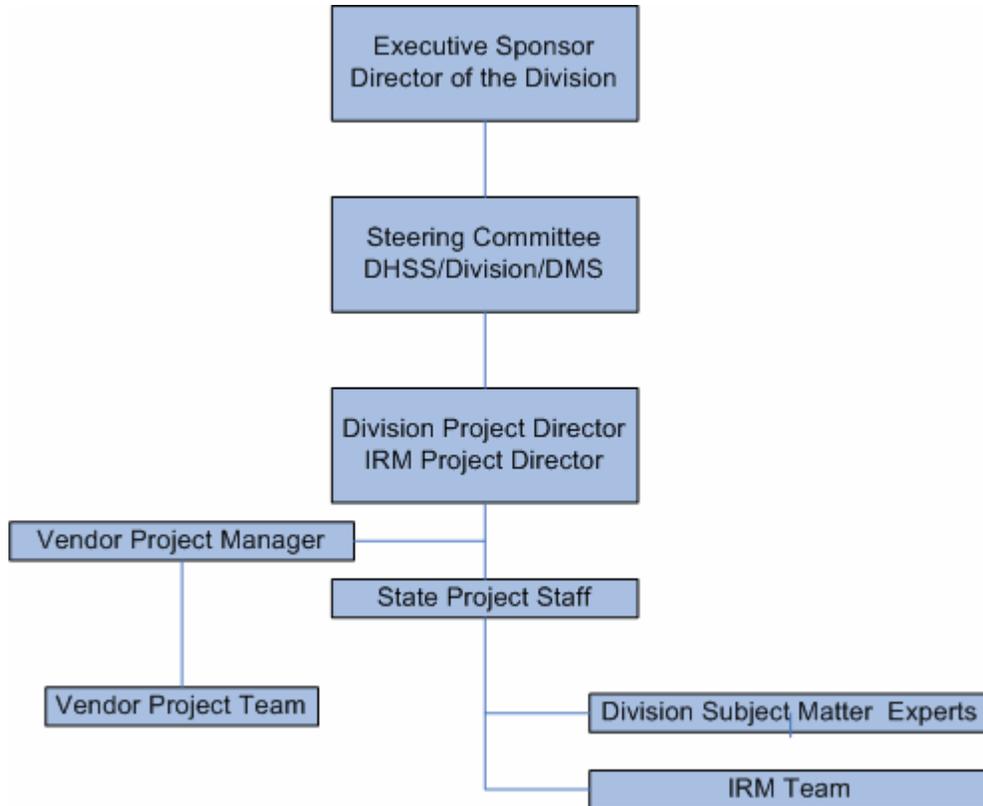
The IRM Project Director will serve as primary technical liaison to ensure that contractor and State technical staff work together effectively to identify current and future technology considerations and make key technology decisions. The IRM Project Director will serve as the primary liaison with DTI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

The Project Directors will report to a Project Steering Committee and will serve as members of the Committee. Other members will be appointed by the DSAAPD Division Director. This committee will meet monthly to review project status, progress and issues.

The Project Steering Committee will report to the Executive Sponsor, the Director of the Division or designee.

### 3.1.1 Project Organization Chart

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



### 3.2 State Staff Participation

No State staff will be assigned to work on this project full time although project time especially for the Project Directors, Division management and assigned State staff will be substantial. Their participation on this project is critical to its success. Additional State staff participation as subject matter experts will be assigned and will be in addition to their primary responsibilities. State technical staff will be assigned to attend project meetings and provide technical system information and insight. State technical staff will provide technical documentation as requested and be available to consult and advise. It is important to note that with existing systems, documentation may be missing, incomplete, out of date or inaccurate. Division and IRM staff will be responsible for review and final approval of all project deliverables.

### 3.3 Resource Availability

State staff are on site from 8:00 AM to 4:30 PM on State business days, although some staff flex their schedules. The State has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Please refer to Appendix D for more information on the DHSS IT environment.

### **3.4 Deliverable Review**

It is the responsibility of the State to perform deliverable review. 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.

## 4 Contractor Responsibilities/Project Requirements

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

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

- The bidder must describe in detail any experience that it has relevant to the tasks in this RFP including experience with automated systems planning and government agencies.
- The bidder must provide documented experience of the bidder in successfully performing work on projects of a similar size and scope that are required in the RFP.
- The bidder must describe recent experience in:
  - Developing business requirements documents.
  - Evaluating data systems.

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

### 4.1 Staffing

The contractor will propose the level of staffing required to complete the project and staff who will be assigned to the project. The contractor must supply resumes for key staff positions including:

- Project director
- Project manager
- Other staff (as appropriate)

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

#### 4.1.1 On-Site Staffing Requirement

The State and the key contractor staff will work very closely together on this project. The project manager or other appropriate contractor staff must be on-site for meetings required under Deliverable 3: Business Requirements Design. The State will provide office space including furniture, phones, workstation, software and network connectivity for all on-site project staff.

#### 4.1.2 Offsite Project Work

The State will permit project work to be done offsite, within the United States. For offsite work, the State requires strong management of the resources and assigned tasks;

adequate, timely and accurate communications and completion of assigned work by specified deadlines. This is important to any offsite relationship. If the bidder organization is proposing offsite project work, the bidder must specifically address each of the bulleted items below in this section of the proposal. Otherwise, bidder will respond to this section as follows: **"No offsite project work proposed."**

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

- Identify the estimated percentage of work to be done offsite, if any, for each deliverable.
- Provide a description of work to be done offsite.
- Identify if offsite work is to be performed by bidder staff or subcontractors.
- Provide a plan for managing offsite work including communication strategy to accommodate time differences if any.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by the State.
- Provide a description of prior bidder organization experience with use of offsite bidder staff or subcontractors and provide U.S. client references for that work.
- Provide a description of proposed project manager's experience in directing offsite staff and/or subcontractors.

#### **4.1.3 Offshore Project Work**

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

#### **4.1.4 Project Director Requirement**

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

#### **4.1.5 Project Manager Requirement**

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

In their proposals, bidders must include a confirmation that their Project Manager will

schedule status review meetings on-site, at least bi-weekly, and that their Project Manager will provide written minutes of these meetings to the State Project Directors by noon the business day prior to the next meeting.

#### **4.2 Project Management**

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

#### **4.3 Requirement to Comply With HIPAA Regulations and Standards**

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

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

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

- State of Delaware Web Standards
- DTI Executive Sponsor Reporting Standards and Change Management Standards

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

#### **4.5 Understanding of Project Scope**

The Contractor must describe their understanding of the scope of the total work effort required by this RFP including:

- Types of staffing expertise that will be required over the duration of the project
- Resources made available by the state
- Need for close coordination among the contractor, the State project team and IRM and DTI Staff
- Monitoring responsibilities required of contractor project leader
- Contractor's responsibility for completing all project deliverables
- Requirement to accomplish project task activities on-site

#### **4.6 Deliverables**

In Phase 1, all deliverable documentation will be initially introduced in an “Outline and Sample Contents” template submitted by the contractor. State staff will approve each template. Each deliverable will follow their respective approved template design.

Each deliverable must be delivered in two (2) paper copies, along with electronic copies sent to the two State Project Directors. State staff time is limited on this project especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The contractor must include at least ten (10) business days, per deliverable, in the project plan for State staff to complete a review and to document their findings. Based on the review findings, DHSS may grant approval, reject portions of or reject the complete document, request contractor revisions be made, or may state the inability to respond to the deliverable until a future specified date. Upon each rejection, the contractor will have five (5) business day periods to revise the document. Additional three (3) business day periods shall be required by the State for subsequent reviews whenever revisions are requested or a deliverable is disapproved.

Each deliverable will be reviewed by DHSS and will require formal approval from DHSS, including the two State Project Directors, prior to milestone approval and payment. Formal approval of a deliverable is State approval of the final version.

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

<b>Project Deliverables &amp; Milestones (M1-3)</b>	
<b>Phase 1</b>	Deliverable 1: Detailed Project Plan
	Deliverable 2: Deliverable Document Templates
	Approval of Phase 1 <b>(M1)</b>
<b>Phase 2</b>	Deliverable 3: Business Requirement Document
	Deliverable 4: Data Systems Summary Report
	Approval of Phase 2 <b>(M2)</b>
<b>Phase 3</b>	Deliverable 5: Gap Analysis Report
	Deliverable 6: Feasibility Study and Cost Benefit Analysis Report
	Approval of Phase 3 <b>(M3)</b>

Except for Phase 1, vendors may propose a different sequence of phases and deliverables. Schedule 1 of Appendix F (Project Cost Forms) must also reflect this same sequence.

#### **4.6.1 Phase 1**

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

The deliverables in this phase are:

##### **Deliverable 1: Detailed Project Plan**

Bidder must create a project plan with the following information:

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

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

##### **Deliverable 2: Deliverable Document Templates**

Bidder must work with State staff to design templates for each subsequent document deliverable, status reports, issues tracking, executive meeting summaries and other project documents. These template designs are critical to ensuring that the deliverables and other project documents are in a format agreed to by all parties. Each template must be separately approved by the State.

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

#### 4.6.2 Phase 2

The deliverable(s) are as follows:

##### **Deliverable 3: Business Requirement Document**

Bidder must create a detailed report that includes a definition of DSAAPD business requirements. This will be achieved by meeting with appropriate staff. The Division's staff is divided into four units: Client Services; Program Operations; Planning, Program Development, and Training; and Ombudsman. Below is a brief summary of the functions of each unit:

- **Client Services:** Staff in the Client Services unit operate the Community Services Program including the three Medicaid Waiver programs; the Adult Protective Services Program; and the Nursing Home Transition Program. In addition, staff in this unit provide information and assistance to persons who contact the agency.
- **Program Operations:** Staff within the Program Operations unit develop requests for proposals, select service providers and oversee the functioning of agency contracts. In addition, the unit also handles the budgeting, accounting, clerical, and computer-related functions within the agency.
- **Planning, Program Development and Training:** The Planning, Program Development and Training unit carries out a variety of functions, including needs assessments, program design & development, grant writing, and program evaluation. In addition, staff within the unit manage several programs, including CARE Delaware, Joining Generations, and the Delaware Money Management Program. Staff in this unit also oversee the agency's health and wellness initiatives. Finally, this unit provides training to agency staff and the aging and disabilities network on a range of topics related to the provision of services to older persons and adults with physical disabilities.
- **Ombudsman:** The Long Term Care Ombudsman Program investigates and resolves complaints made by or on behalf of residents of long term care facilities (for example, nursing homes). The program also provides volunteer opportunities for friendly visitors/advocates in nursing homes. The Senior Medicare Patrol Program, also in this unit trains people who are retired to help other Medicare beneficiaries get the information they need when they suspect fraud, waste, or abuse of the Medicare program.

**Deliverable 4: Data Systems Summary Report**

Bidder must create a summary report of existing data systems used by the Division, as described in Section 1.2. The analysis of the following systems needs to be detailed enough to support recommendations included in the Feasibility Study and Cost Benefit Analysis Report (Deliverable 6).

- Tracking Assessment and Planning (TAP)
- Ombudsman Production System LTC Ombudsman System
- National Aging Program Information System (NAPIS)

The report must demonstrate knowledge of the following systems and how they may interface with or support future DSAAPD systems initiatives.

- Master Client Index (MCI)
- Medicaid Management Information System (MMIS)
- Delaware Client Information System (DCIS)
- Atlantes

The report must also include the analysis the following resources:

- DSAAPD Systems Strategic Planning documents
- Related DSAAPD-generated Microsoft Word and Excel documents/reports (compiled data logs)

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

**4.6.3 Phase 3**

The deliverable(s) are as follows:

**Deliverable 5: Gap Analysis Report**

The Gap Analysis Report should be developed by contrasting existing systems and data systems (identified in Deliverable 4) with the Business Requirements (identified in Deliverable 3) to determine:

- Missing functionality
- Existing functions that may be utilized
- Missing data
- Existing data that may be utilized

**Deliverable 6: Feasibility Study and Cost Benefit Analysis Report**

The bidder must create a Feasibility Study and Cost Benefit Analysis Report that recommends appropriate strategies for DSAAPD automated system development/implementation efforts. This report must include a summary of the following options and their projected cost.

- modifying existing systems and/or

- building new systems and/or
- purchasing off the shelf software

With formal State approval of all deliverables in this phase, the milestone payment (M3) may be invoiced. The total M3 payment is the cost of the phase 3 deliverables plus the sum total of the retainages from milestone payments M1 thru M2. See subsection 7.2 for details on project payments.

## 5 Proposal Evaluation/Contractor Selection

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### 5.1 Process

DHSS will conduct a three-tiered review process for the Automated 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 G – Mandatory (Pass/Fail) Submission Requirements Checklist. Any proposal failing to meet those Requirements is subject to immediate disqualification without further review. All Proposals meeting the mandatory submission requirements will be given to the DHSS Evaluation Team.

In the second tier, the DHSS 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 same DHSS Evaluation team will evaluate the Technical and Business proposals. 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 Business Proposal evaluation will be conducted in accordance with cost criteria listed in this RFP.

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

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

The winning bidder for the planning contract is eligible to bid on RFPs for subsequent automated systems planning initiatives but will be **prohibited** from bidding on the implementation RFP. However, services may be retained for implementation contract monitoring or other associated work during the implementation phase.

### 5.2 Proposal Evaluation and Scoring

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

#### 5.2.1 Mandatory Requirements

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

“Contractor Responsibilities/Project Requirements” in detail by subsection and bullet. Vendor is required to follow Section 6 “Bidder Instructions” explicitly and complete all required forms as instructed.

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

### 5.2.2 Technical Proposal Scoring

Only those bidders submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored. 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	30
Organization, Staff Qualifications and Experience With Similar Projects	30
Understanding Scope of the Project	10
Project Management Methodology	10
<b>Total Maximum Technical Score</b>	<b>80</b>

### 5.2.3 Business Proposal Scoring

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

<b>Total Maximum Business Score</b>	<b>20</b>
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### 5.2.4 Total Points Awarded

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

<b>Total Maximum Evaluation Score</b>	<b>100</b>
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## 6 Bidder Instructions

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### 6.1 Submission Information

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

The proposal must be submitted in two (2) separate volumes bound separately and submitted under separate cover.

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

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 should be clearly marked as such. In addition, see Section 8 for copies of other required forms to be included in each proposal.

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

<p>State of Delaware Department of Health and Social Services RFP</p> <p>Volume 1 Automated System Planning - Technical Proposal</p> <p>DHSS RFP #PSC822 (Name of Bidder)</p> <p>July 10, 2008 11:00 AM EDT</p>
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The Business Proposal Volume copies must be labeled on the outside as follows:

<p>State of Delaware Department of Health and Social Services RFP</p> <p>Volume 2 Automated System Planning - Business Proposal</p> <p>DHSS RFP #PSC822 (Name of Bidder)</p> <p>July 10, 2008 11:00 AM EDT</p>
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### 6.1.1 Proposal Delivery

Proposals must be delivered to:

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

### 6.1.2 Closing Date

All responses must be received no later than July 10, 2008 11:00 AM EDT.

### 6.1.3 Notification of Award

Proposed date the Notification of Award will be mailed to all bidders: August 29, 2008.

### 6.1.4 Bidder Questions

All questions must be submitted in writing or electronic form (email) and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the RFP as an addendum and in the contract. Bidders may not contact State staff by phone with questions. Only those questions received by

**Lisa Bond**  
**Division of Services for Aging and Adults with Physical Disabilities**  
**1901 N. DuPont Highway**  
**New Castle, DE 19720**  
**[lisa.bond@state.de.us](mailto:lisa.bond@state.de.us)**

by June 2, 2008 will be considered. DHSS shall not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at [www.state.de.us/dhss/rfp/dhssrfp.htm](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

### 6.1.5 Anticipated Schedule

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

Activity	Schedule
State Publishes RFP	May 19, 2008
Submission of Questions	June 2, 2008 04:30 PM EDT
Technology Policy Request/ Non-Disclosure Agreement	June 2, 2008 04:30 PM EDT
Response to Questions	June 10, 2008 04:30 PM EDT
Receipt of Proposals	July 10, 2008 11:00 AM EDT
Selected Vendors' Presentations if Necessary	August 4, 2008- August 15 2008
Notification of Award	August 29, 2008
Project Start	December 1, 2008
Contract End	November 30, 2009

### 6.1.6 Proposal Becomes State Property

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

### 6.1.7 RFP and Final Contract

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

### **6.1.8 Proposal and Final Contract**

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

### **6.1.9 Modifications to Proposals**

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

### **6.1.10 Cost of Proposal Preparation**

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

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

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

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

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

### **6.2.1 Transmittal Letter (Section A)**

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

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

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

### 6.2.2 Required Forms (Section B)

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

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

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

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

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

#### **State of Delaware Bidder Notification**

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

#### **Bidders Signature Form**

Appendix J. This is a standard bidder information form.

### 6.2.3 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.

### 6.2.4 Project Management Plan (Section D)

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

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

Bidder must outline a project plan with the following information:

- Key dates including dates for deliverable submission and milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire

project

- An organization chart with named staff
- 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.

### **6.2.5 Project Requirements (Section E)**

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

### **6.2.6 Staff Qualifications and Experience (Section F)**

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

- Technical project management
- Planning
- Requirements Analysis

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

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

### **6.2.7 Firm Past Performance and Qualifications (Section G)**

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

- Other government projects of a similar scale
- Other non-governmental projects of a similar scale

Experience of proposed subcontractors shall be presented separately.

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

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

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

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

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

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

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

#### **Project Cost Cap**

The cost for this project shall not exceed \$200,000. Budgets which contain costs in excess of this amount will not be considered.

#### **6.3.2 Vendor Stability and Resources (Section B)**

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

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

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

## 7 Terms and Conditions

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

### 7.1 Contract Composition

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

The 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 addenda 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.

### 7.2 Payment for Services Rendered

Services will be bound by a firm fixed price contract. The firm fixed price will be the Total Costs for Deliverables as identified in Appendix F. Payments will be made based upon the contractor's satisfactory completion and State approval of the identified scheduled milestones.

### 7.3 Contract Term

The term of the contract is twelve months from contract signature with the possibility for up to two additional one year renewals contingent on funding and additional needs to be addressed. Both parties must agree to a contract extension in writing.

Bidder may propose a shorter term in their proposal.

### 7.4 Contractor Personnel

DHSS shall have the right to require the Contractor to remove any individual 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.

### **7.5 DTI Requirements**

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

### **7.6 Funding**

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

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

### **7.7 Confidentiality**

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

### **7.8 Method of Payment:**

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

## **8 Appendices**

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

**A. General Terms and Conditions**

**B. Certification and Statement of Compliance**

**C. Standard Departmental Contract**

**D. Website Links**

**E. Key Position Resume**

**F. Project Cost Forms**

**G. Mandatory Submission Requirements Checklist**

**H. State of Delaware Bidder Notification**

**I. Crosswalk of RFP Section 4**

**J. Bidders Signature Form**

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

**L. Bidder Project Experience**

**M. Non-Disclosure Agreement Form**

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

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

# Appendix

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## 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. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

**19) Project Cost**

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

**20) Public Record**

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

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

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at:

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

**22) Hold Harmless**

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

**23) Force Majeure**

Neither the contractor nor the ordering Agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire or unforeseen catastrophe beyond either party's control.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

# Appendix

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## B. Certification and Statement of Compliance



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

**CERTIFICATION SHEET**

As the official representative for the proposer, 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 offerer 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

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

**STATEMENTS OF COMPLIANCE FORM**

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

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

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

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

# Appendix

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## C. Standard Departmental Contract

# CONTRACT

## A) Introduction

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

## B) Administrative Requirements

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

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

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

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

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

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide

services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

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 to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To the Contractor at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix .....

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to

copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

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

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 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, including providing testimony at any administrative proceedings arising from such investigations. 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.
  4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure 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 title of the position(s) responsible for the PM40 process in the contractor's agency.
  5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

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

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Guy Perrotti  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### DIVISIONAL REQUIREMENTS

1. The contractor agrees to comply with all policies and procedures contained within the *DSAAPD Policy Manual for Contracts*, which is hereby included by reference.
2. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. The contractor agrees to submit quarterly (or monthly) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the *DSAAPD Policy Manual for Contracts* policies Q and S. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
5. The contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.
6. If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.
7. The contractor agrees to acknowledge the Division of Services for Aging and Adults with Disabilities as a funding source in all publicity about the project.
8. For Federally funded programs, [HHS form 690](#) (Assurance of Compliance) is incorporated by reference and made part of this agreement.
9. 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 lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
10. The contractor acknowledges that no state or federal funds may be requested unless the contractor has the local resources to meet the required match, if applicable. These resources may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.

11. In cost reimbursement contracts, any funds paid by the Division to the contractor, in excess of actual expenditure, incurred and paid by the contractor, must be returned to the Division.
12. Any changes in the line items of a cost reimbursement budget must be in compliance with the DSAAPD *Policy Manual for Contracts* Policy F. Non-compliance will result in a disallowed cost and audit finding.
13. The period of notice required for the Contractor to terminate or to not renew this agreement without cause is extended to ninety (90) calendar days with written notice to the Division pursuant to B. Administrative Requirements, Item 11 of the Department boilerplate.
14. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.
15. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan.
16. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
17. The contractor of an Older Americans Act program acknowledges that the total cost of the contract, excluding program income, must include a 10% match of non-DSAAPD resources (e.g. local cash and/or in-kind that is provided by the contractor). During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

# Appendix

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## D. Website Links

- State of Delaware Web Standards  
<http://www.state.de.us/sos/gic/information/webstandards.shtml>
- DTI Executive Sponsor Reporting Standards and Change Management Standards  
<http://dti.delaware.gov/majorproj/majorproj.shtml>
- DSAAPD Policy Manual for Contracts  
[http://www.dhss.delaware.gov/dhss/dsaapd/files/dsaapd\\_provider\\_manual.pdf](http://www.dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf)

# Appendix

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## E. Key Position Resume

**Key Position Resume**

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

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

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

**Detail Training/Education**

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

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

**Detail Experience**

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

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

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

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

# Appendix

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## F. Project Cost Forms

### 1. Project Costs by Deliverables & Milestones

Phase	Deliverables & Milestones (M1-6)	Deliverable Cost	Milestone Cost
Phase 1	Deliverable 1: Detailed Project Plan		
	Deliverable 2: Deliverable Document Templates		
	Approval of Phase 1 (M1)		
Phase 2	Deliverable 3: Business Requirement Document		
	Deliverable 4: Data Systems Summary Report		
	Approval of Phase 2 (M2)		
Phase 3	Deliverable 5: Gap Analysis Report		
	Deliverable 6: Feasibility Study and Cost Benefit Analysis Report		
	Approval of Phase 3 (M3)		
<b>Total Project Cost</b>			

This schedule must match the Project Deliverables & Milestones table in Section 4.

#### 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 + (Sum of M1 + M2 holdbacks)

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

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



**Cost Cap**

The Total Project Cost cannot exceed \$200,000.

# Appendix

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## G. Mandatory Submission Requirements Checklist

### Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted no later than the closing date and time	6.1.2	
The bid is submitted in separate sealed volumes containing the Technical and Business proposals	6.1	
The correct number of copies of each proposal is submitted	6.1	
Each proposal volume is labeled correctly	6.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	6.2.1	
Bidder/Proposed Subcontractor has appropriate project experience	6.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal CD's have been scanned and are free from viruses and other malicious software.	6.2.1	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Appendix A	
Technical proposal is submitted with a duly signed and dated copy of the Certification/Statement of Compliance	Appendix B	
Completed Project Cost Forms	Appendix F	
Total Project Cost does not exceed cost cap (\$200,000)	Appendix F	
Technical proposal is submitted with a completed, duly signed and dated copy of the Submission Requirements Checklist	6.2.2 & Appendix G	
Completed State of Delaware Bidder Notification	Appendix H	
Completed Crosswalk of RFP Section 4	6.2.5 & Appendix I	
Completed Bidders Signature Form	Appendix J	
Project timeline does not exceed specified project length	7.3	

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

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

\_\_\_\_\_  
Date

# Appendix

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## H. State of Delaware Bidder Notification

**State of Delaware Bidder Notification**

<b>Vendor/Predecessor Firm Name</b>	<b>State Department and Division</b>	<b>Contact Name, Address and Phone Number</b>	<b>Period of Performance</b>	<b>Contract Number</b>	<b>Amount</b>
Sample Vendor Firm Name	DHSS \ DMS	Contact Name 1901 N DuPont Highway New Castle, DE 19720 302.999.9999	01/01/2002 – 12/31/2002	PSC-822	\$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

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## I. Crosswalk of RFP Section 4

### Crosswalk of RFP Section 4

RFP Section	Proposal Section Number	Proposal Page Number
4 Contractor Responsibilities/Project Requirements		
4.1 Staffing		
4.2 Project Management		
4.3 Requirement To Comply With HIPAA Regulations and Standards		
4.4 Requirement to Comply with State Policies and Standards		
4.5 Understanding of Project Scope		
4.6 Deliverables		
4.6.1 Phase 1		
4.6.2 Phase 2		
4.6.3 Phase 3		

This is a template for the crosswalk of Section 4 in the RFP. It links the numbered RFP sections to the sections and page numbers of the bidder's proposal. Bidders are required to fill out this crosswalk completely for each numbered section in Section 4.

# Appendix

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## J. Bidders Signature Form



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

**BIDDERS SIGNATURE FORM**

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

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

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

# Appendix

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



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

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

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

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

SIGNATURE \_\_\_\_\_

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

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

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

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

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

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

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE)                      Yes/No

Minority Business Enterprise (MBE)                      Yes/No

Please check one---

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

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

Fax# (302) 677-7086 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.omwbe.delaware.gov>

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

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

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

## DEFINITIONS

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

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

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

**Minority Business Enterprise (MBE):**

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

**Corporation:**

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

**Partnership:**

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

**Individual:**

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-1965

# Appendix

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## L. Bidder Project Experience



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

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

# Appendix

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## M. Non-Disclosure Agreement Form

	<p><b>DELAWARE HEALTH AND SOCIAL SERVICES</b> Division of Management Services <i>"DMS – Serving Those Who Serve Delaware"</i> <b>Information Resource Management</b></p>	<p align="center"><b>NON-DISCLOSURE AGREEMENT</b></p>
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As a condition of receiving access to State of Delaware information technology policies and standards, vendor hereby agrees to the following:

1. That the disclosure of Information by State of Delaware is in strictest confidence and thus vendor will:
  - a. Not disclose to any other person this Information.
  - b. Use at least the same degree of care to maintain the Information secret as the vendor uses in maintaining as secret its own secret information, but always at least a reasonable degree of care.
  - c. Use the Information only for the purpose of preparing a response to a State of Delaware Request for Proposal.
  - d. Restrict disclosure of the Information solely to those employees of vendor having a need to know such Information in order to accomplish the purpose stated above.
  - e. Advise each such employee, before he or she receives access to the information, of the obligations of vendor under this Agreement, and require each such employee to maintain those obligations.
  - f. Within fifteen (15) days following request of State of Delaware, return to State of Delaware all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the information, or confirm to State of Delaware, in writing, the destruction of such materials.
  
2. This Agreement imposes no obligation on vendor with respect to any portion of the Information received from State of Delaware which was known to the vendor prior to disclosure by State of Delaware.
  
3. The Information shall remain the sole property of State of Delaware.

Vendor Name: \_\_\_\_\_

Vendor Representative Name: \_\_\_\_\_

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

Vendor Representative Title: \_\_\_\_\_

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