

**DIVISION OF CHILD SUPPORT ENFORCEMENT
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
STATE OF DELAWARE**



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Child Support Enforcement

**REQUEST FOR PROPOSAL
DACSES REPLACEMENT - QUALITY ASSURANCE**

JULY 7, 2009

STATE OF DELAWARE



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

REQUEST FOR PROPOSAL NO. HSS-09 017

FOR

DACSES Replacement - Quality Assurance

FOR

DIVISION OF CHILD SUPPORT ENFORCEMENT (DCSE)

**84 A CHURCHMAN'S RD
NEW CASTLE, DE 19720**

Deposit	Waived
Performance Bond	Waived

RFP Publication Date: Monday, July 27, 2009

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RFP processing will be handled by the procurement department of the division at

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

Sealed proposals for RFP “**DACSES Replacement - Quality Assurance**” with HSS number “**HSS-09 017**” for the **Division of Child Support Enforcement (DCSE)**, 84 A Churchman's Rd, New Castle, DE 19720 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 **Monday, October 05, 2009 11:00 AM EDT** local time, at which time the proposals will be opened and read. For further information concerning this RFP, please contact **Madhavi Karanam at (302)-395-6524 or madhavi.karanam@state.de.us**

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NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed. If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with “**NO BID**” stated on the front with your company’s name, address and signature.

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

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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

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

IMPORTANT: DELIVERY INSTRUCTIONS

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

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1 Project Overview

1.1 Introduction

This Request for Proposal (RFP) is issued by the State of Delaware, Department of Health and Social Services (DHSS), Division of Child Support Enforcement in conjunction with the Division of Management Services (DMS).

The purpose of the RFP is to solicit proposals from qualified bidders to perform Quality Assurance for project processes and deliverables for Delaware Automated Child Support Enforcement System (DACSES) replacement implementation project (which needs to meet the requirements of the Federal Office of Child Support Enforcement (OCSE)).

1.2 Background and Purpose

The Child Support Program (Part D of Title IV of the Social Security Act) was established by the US Congress in 1975. The purpose of this program is to protect the welfare of affected children by obtaining and enforcing child support and medical support orders.

Tasks associated with these duties include locating non-custodial parents, establishing paternity for children born out of wedlock, establishing court orders for support, monitoring associated payment and collection activities, and enforcing such orders legally for support.

DHSS through DCSE is the Delaware state IV-D agency responsible for the administration of the child support program. In this regard, DCSE relies on a legacy Delaware Automated Child Support Enforcement System (DACSES) that, while federally certified, is old and dated, and thereby is no longer able to support the mission and goals of a contemporary enforcement program.

While the legacy DACSES system has been enhanced many times over the years, the system's antiquated technical core (dating back to 1987) is technologically obsolete, making it no longer capable of providing the backbone necessary to support DCSE's current and future business needs.

In 2006, the State commenced a project to review the DCSE's current and future business needs in regard to an automated enforcement system, to document the deficiencies of the legacy DACSES system, to study the alternatives available regarding the replacement and/or enhancement of the legacy system, and to recommend an optimal course of action. This project included a Reengineering Feasibility Study, creation of an Implementation Advanced Planning (IAPD) document, a Business Process Reengineering Study and the development of this Request for Proposal.

The project referenced in the prior paragraph defined the functional and technical requirements needed to support both the current and future business needs of DCSE and

then evaluated the functional and technical requirements of the legacy DACSES system in this context. This evaluation concluded the legacy DACSES system has significant limitations.

At a high level, while the current DACSES system is federally certified, the need for responding to ever increasing demands with limited resources has led to a complex and fragmented solution. DACSES lacks the capability for real-time updates and relies primarily on batch processing. The system logic that coordinates multiple functions is limited, and logic supporting the actual flow of the business processes is minimal. As such, the system is inefficient and places undue strain both on workers using it and the IT staff maintaining it.

In terms of being able to adapt to future regulatory requirements, the current DACSES is severely limited by its use of outdated and labor-intensive coding. Further, the lack of system documentation and years of patches to existing code have created what DCSE technical staff refers to as “spaghetti code,” referring to an image of intertwined yet unorganized options. Therefore, the level of effort needed to adapt the status quo to new regulatory requirements is greater than the level of effort needed to adapt a technologically modern system.

The Reengineering Feasibility Study included an analysis that evaluated the potential alternatives available for Delaware to develop and implement a new child support enforcement system. The goal of this analysis was not simply to recommend an alternative, but to identify the preferred alternative based on the most objective possible analysis of the new system requirements with respect to the functional and technical capabilities of the alternatives and the State’s exposure to risk by pursuing the respective alternative.

Based upon the extensive analysis conducted for the Reengineering Feasibility Study, Delaware determined the preferred alternative for Delaware’s replacement system was the transfer of the Arkansas (ARCSIS) system. This alternative exposes Delaware’s project to the least likelihood and impact of risk to a successful implementation and meets the functional and technical requirements most cost-effectively with the lowest cost and greatest benefit.

Delaware expects the new system to accrue tangible benefits in the following categories:

- Improvements in system effectiveness that yield increases in collections
- Improvements in staff productivity that are translated into collections increases
- Decreases in system training time

Delaware further expects the new system to accrue intangible benefits in the following categories:

- Increased customer service and satisfaction
- Increased ability to track individuals involved in cases and the cases themselves
- Increased worker satisfaction
- Increased management information
- Improved administration of system operation, maintenance and updating
- Increased public access to system information

2 DCSE Overview

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's 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

2.1 Delaware Department Health and Social Services (DHSS)

The child support program in Delaware was established in 1975 in conformance with Part D of Title IV of the Social Security Act. As noted above in section 1.2, the Delaware Department of Health and Social Services, Division of Child Support Enforcement is the state IV-D agency responsible for the administration of the child support program.

DCSE ensures compliance with federal and state laws and with associated regulations, sets policy, and directly manages program operations throughout the state. In the daily course of fulfilling these responsibilities, DCSE relies on, maintains and uses a federally required child support computer system: the legacy DACSES.

In addition, DCSE is the designated agency responsible for coordinating the efforts of all state offices participating in the child support program to ensure that all federal and state requirements are met. DCSE program coordination includes performance of the following functions:

- Administration of the child support program's funding
- Management of cooperative agreements and vendor contracts
- Promulgation of child support policies, procedures, and regulations
- Operation of the DACSES statewide child support computer system
- Provision of child support staff training
- Analysis of program performance and compliance
- Coordination with the federal OCSE and completion of all federal child support reporting requirements
- State Parent Locator Service

- Central Registry
- Tax Offset Programs
- Unemployment Insurance Benefit (UIB) Offset
- Financial Institution Data Match (FIDM) Asset Seizures
- Driver's and Professional License Suspension
- Program monitoring, self-assessment, and data reliability reporting

2.2 Division of Child Support Enforcement

The child support program in Delaware was established in 1975 in conformance with Part D of Title IV of the Social Security Act. As noted above in section 1.2, the Delaware Department of Health and Social Services, Division of Child Support Enforcement is the state IV-D agency responsible for the administration of the child support program.

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- Unemployment Insurance Benefit (UIB) Offset
- Financial Institution Data Match (FIDM) Asset Seizures
- Driver's and Professional License Suspension
- Program monitoring, self-assessment, and data reliability reporting

2.3 DCSE Service Partners

Following is a list of four program partners within the State of Delaware that assist DCSE in the delivery of child support services to families in Delaware. Also included is a brief

discussion of the interface/lack thereof between the program partner's computer system and the legacy DACSES system.

2.3.1 Division of Social Services

The primary responsibilities of the Division of Social Services (DSS) is the administration of Delaware's Temporary Assistance for Needy Families (TANF), Food Assistance, Subsidized Child Care, General Assistance and Refugee Cash Assistance programs and the delivery of these benefits. DSS must refer its TANF clients to DCSE so that child support can be established and enforced for the clients.

DSS staff utilizes an automated system, DCIS II, (Delaware Client Information System) to manage its public assistance client cases. There is systems interface between DCIS II and DACSES that provides for the sharing of client, child, and financial information, and for the automated referral of new applicant cases requiring child support services. The IV-A/IV-D interfaces are not sufficient to support current business needs.

2.3.2 Division of Medicaid and Medical Assistance

The Division of Medicaid and Medical Assistance (DMMA) administers Delaware's publicly funded health care (4A) programs. DMMA must refer its clients who have dependent children to DCSE so that child support can be established and enforced for the clients.

DMMA uses DCIS II (Delaware Client Information System) as its automated system for determining eligibility and delivering services. There is a systems interface between DCIS II and DACSES that provides for the sharing of client, child, and financial information, and for the automated referral of new applicant cases requiring child support services. These Medicaid/IV-D interfaces are not sufficient to support current business needs.

2.3.3 Division of Public Health

The Division of Public Health (DPH) protects and enhances the health of people who live and work in Delaware. It also collects and processes health-related data about Delaware's population. Specific to the child support program, DPH processes voluntary acknowledgements of paternity signed in Delaware.

In 2007 DPH implemented a new system, Electronic Vital Records System (EVRS) for managing vital statistical data, including the voluntary acknowledgement of paternity affidavits. Currently, this information is conveyed to DCSE through a batch process, and DCSE staff has limited access to information on DPH's system. The new system will be required to support an automated interface to EVRS.

2.3.4 Department of Services for Children, Youth, and their Families

The Department of Services to Children, Youth, and their Families (DSCYF) administers the State's 4E Foster Care program.

DCSE and DSCYF are in the process of implementing and testing an automated file sharing interface that would allow for child support case updates and the sharing of payment information. It is expected that the system described in this RFP will support and enable this interface.

2.4 Partners - Cooperative Agreement or Contract

In addition to coordinating with service partners, DCSE secures services through cooperative agreements with the Family Court and Department of Justice, as described below: Included is a discussion of the interface/lack thereof between the computer system used by the partner agency and the legacy DASCES system.

2.4.1 Family Court

Paternity and support orders are established through the Judiciary's Family Court division. Judicially-based enforcement actions are also handled by Family Court.

The Family Court plans to install a new, automated information system that will interface with DCSE, concurrent with the project defined in this RFP. It is expected that the new system described in this RFP will provide an effective interface with the new system, which will be known as "COTS-FAMIS"

2.4.2 Department of Justice

Paternity and support orders are established through the Judiciary's Family Court division. Judicially-based enforcement actions are also handled by Family Court.

The Family Court plans to install a new, automated information system that will interface with DCSE, concurrent with the project defined in this RFP. It is expected that the new system described in this RFP will provide an effective interface with the new system, which will be known as "COTS-FAMIS".

2.5 Vendors

Several vendors assist DCSE in delivering child support services to Delaware's citizens.

Below is information regarding vendors whose responsibilities to the State include participation in this project or who will be affected by this project. Additional vendors need to be identified for DACSES Replacement implementation, and IV&V.

2.5.1 Northrop Grumman

Northrop Grumman is under contract to DCSE to assist state technology resources in maintaining the legacy DACSES child support system. Under the terms of this contract, Northrop Grumman was also responsible for converting the DACSES database from IMS to DB2.

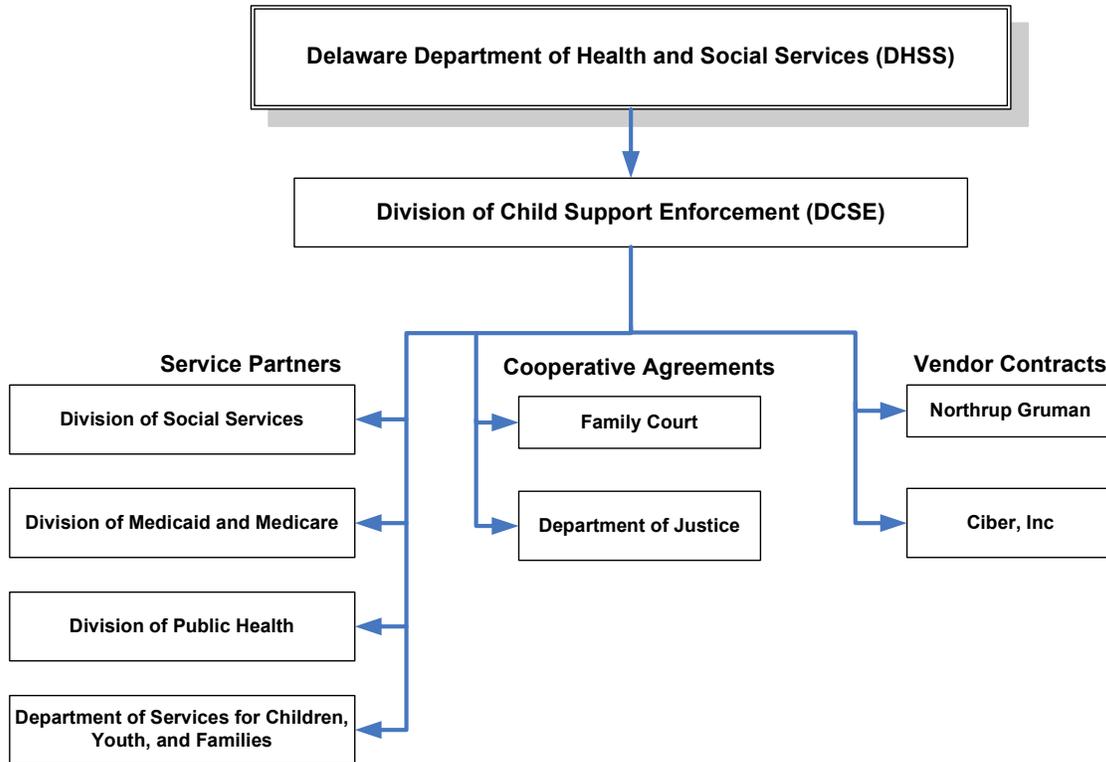
2.5.2 Ciber, Inc

Ciber, Inc. was selected in September 2008 to provide professional project management services to the State for the duration of the DACSES replacement project. Ciber will provide, at a minimum, a project manager and a project control officer who will work together with the State project executive to create, maintain and direct the DACSES replacement project management office.

2.6 Organizational Chart

The following Organizational Chart displays the Division of Child Support Enforcement and its primary service partners, cooperative agreement agencies, and vendor contracts affecting this procurement.

Figure 1: Delaware Child Support Program Organization



2.7 IT Support Environment

Three IT groups provide support for the management, development and operation of the legacy DACSES system. The current roles of each respective group, along with a brief description of each unit's role within this project, are described below.

2.7.1 Information Resource Management (IRM)

The Information Resource Management (IRM) unit reports directly to the DHSS Division of Management Services (DMS) and is responsible for providing DHSS divisions, including DCSE, with direct programming support of automated systems, with IT consulting support

and with advice on automated systems software and development. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications and Help Desk support groups.

For this project, IRM will provide DCSE management with staffing resources, consulting support and technical advice to assure project-related technical questions and issues are resolved in a timely manner.

2.7.2 Department of Technology and Information (DTI)

DTI is a separate cabinet-level State agency functioning as the “Chief Information Office” for the State. Its responsibilities include setting statewide IT policy and standards.

For this project, DTI will work closely through IRM to ensure the project and system implemented is in full compliance with State IT standards.

2.7.3 DCSE Computer and Application Support Unit

This unit reports directly to DSCE and provides DCSE with on-site network/desktop systems support, including primary support for DCSE Local Area Network (LAN), as well as managing and administering access to DCSE applications. The unit coordinates and approves all DCSE related enhancements, reports, application schedule changes, and production support. This unit is staffed by four network/desktop support positions, three business analyst positions, and a manager.

For this project, the Computer and Applications Support Unit will provide technical advice and answers to project-related technical questions on an “as assigned/as needed” in addition to their daily responsibilities of supporting the legacy DACSES.

3 Project Scope, Tasks, and Deliverables

*In their proposals, Bidder's must show their understanding of all the various aspects outlined in this section and must show their approach in addressing **each** aspect.*

3.1 Overview of State Responsibilities

The State's DCSE project management team will work with the Contractor to facilitate project goals and to ensure project success. The State's project management team will manage the project on behalf of the State and will oversee and direct the project in accordance with the requirements of the Project Management Office Plans.

The DCSE plans a significant commitment of its staff to work with the Contractor in managing the project on a day-to-day basis. To exercise effective direction, management, and control of the project, the DCSE Project Management Team has begun to assume and exercise specific project management responsibilities. The preparatory tasks and plans that will be implemented to ensure effective project management leadership include, but are not limited to the following:

- Project Organization
- Project Charter
- Communications Management Plan
- Risk Management Plan
- Procurement Management Plan
- Scope Management Plan
- Time Management Plan
- Cost Management Plan
- Quality Management Plan
- Resource Management Plan

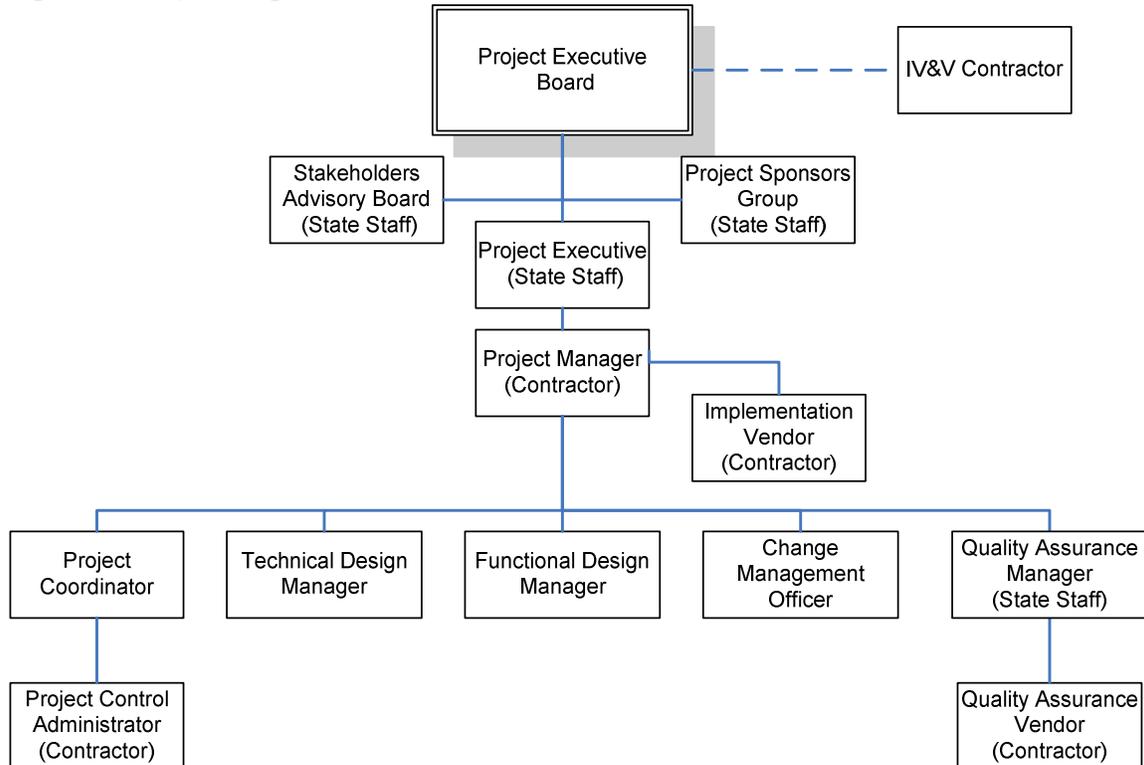
3.2 State Project Organization and Staffing Structure

The DACSES development and implementation project will be managed by the Delaware Department of Health and Social Services, of which the Division of Child Support Enforcement is a part. DCSE staff will direct, review and control the development and implementation effort.

DCSE may use contractor staff to fill positions on the management team. This section presents the organizational structure within which project management will be accomplished. Figure 2, below, depicts the project organizational structure. Greater detail is provided in the summary narrative that follows the chart. Three advisory groups, the Project Executive Board, the Project Sponsors Group, and the Stakeholders' Advisory Board, will aid DCSE project management to bring the project to a successful conclusion.

The following chart summarizes the manner in which The State will organize the project.

Figure 2: Project Organizational Structure



3.2.1 Management, Review and Advisory Groups

Three advisory groups, the Project Executive Board, the Project Sponsors Group, and the Stakeholders' Advisory Board, will aid DCSE project management to bring the project to a successful conclusion.

3.2.2 Project Executive Board

The Project Executive Board will consist of department heads (or their designees) of the agencies most involved in the design and implementation of DACSES replacement system. The Executive Board members will include representatives from the Department of Health and Social Services, Family Court, Department of Justice, and the Department of Technology and Information.

The Project Executive Board will:

- Review and advise project management on key project decisions.
- Assist in negotiating the political commitment by the external agencies to schedule and implement the necessary changes on schedule.

- Review the quarterly Independent Verification and Validation reports and assist in devising the appropriate response to report recommendations.
- Meet quarterly, or more frequently if needed, to discuss project status and resolve issues that may impede progress.

3.2.3 Project Sponsors Group

The Project Sponsors Group will be comprised of the Chief of DCSE Administrative Services, the Applications Director of DHSS IRM, the State DACSES System Project Manager, the Manager of the DCSE systems unit and an additional senior-level representative from IRM.

The Project Sponsors Group will review and advise project management on those components of the project that affect their constituencies and assist in negotiating the political commitment by their constituencies to plan and implement the necessary changes on schedule.

3.2.4 Stakeholders Advisory Board

The specific members and responsibilities of the Stakeholders Advisory Board will be determined during the initial stages of the project. The Board will be comprised of representatives from agencies that are involved in cooperative efforts with the child support program. Members will be responsible for coordinating the new system development effort with initiatives and activities within their own departments. The Stakeholders Advisory Board will meet bi-monthly, but more frequently if issues arise needing the Board's attention.

Representatives from the Department of Technology and Information (DTI) and Information Resources Management (IRM) will provide advice relating to technology issues and approaches. Also, at minimum, representatives from the following programs and departments will be represented on the Stakeholders Advisory Board:

- IV-A (TANF)
- IV-E (Child Welfare)
- Title XIX (Medicaid Eligibility)
- Department of Justice
- Family Courts
- Department of Revenue
- Division of Motor Vehicles
- Department of Correction
- Office of Vital Statistics
- DCSE
- Other End Users, as appropriate

3.2.5 State Project Executive

The Project Executive will maintain overall responsibility for all aspects of the project and direct the efforts of state and contractor staff, including planning, management, communications, configuration management, change management, contract management, training, budget, and control of the project. He/She will direct and coordinate the efforts of the Project Manager and other members of the Project Management Team.

The Project Executive will review and comment on all documents, reports, and deliverables prior to their being forwarded to the project Boards for final approval. She or he will also coordinate the development of the new/revised cooperative agreements with other State Departments and Divisions needed to define the changes to the interactions between the new DACSES and these entities and their systems.

3.2.6 State Project Manager

The Project Manager will assume primary day-to day responsibility for project management and quality assurance. She or he will provide leadership in negotiating and coordinating system interfaces with the Administrative Office of the Courts, the IV-A, Title XIX, IV-E, Correction, Labor, and other departments and agencies.

She or he will be responsible for State oversight of the Implementation Contractor and state staff assigned to the project.

Other responsibilities include:

- Organizing, managing, and controlling all aspects of the development and implementation effort
- Writing and obtaining approval of the Project Charter
- Reporting to the Project Sponsors Group
- Coordinating formal communication to all affected State departments, agencies and groups
- Approving project deliverables

3.2.7 Other Senior State Project Staffing Resources

The State plans the following staffing resources in addition to the State Project Executive and Project Manager positions. Note that these positions may be filled by contractors, depending on need.

- State Project Coordinator
- State Project Control Administrator
- State Technical Design Manager
- State Functional Design Manager
- State Quality Assurance Manager
- State Change Management Officer

3.2.8 Other key state functions

The following outlines additional State project positions that will work on the project. Note that these positions may be filled by contractors, depending on need. One person may perform more than one function.

- State Functional Design Subject Matter Experts
- Staff Technical Coordination functions , to include:
 - Database Administration – Operating System Tier
 - Database Administration – Application Tier
 - Database Administration – Database Tier
 - Application Development
 - Network Administration
 - Personal Computer and Security Administration
- State Conversion Coordinator – Installation and Conversion.
- State Administrative Assistant

3.2.9 Independent Verification and Validation Contractor

DCSE in conjunction with State Auditor will use state procurement procedures to secure the services of an Independent Verification and Validation Contractor. The IV & V Provider will not be associated with the successful bidder on this contract nor will Bidders on this contract be eligible to bid in the associated procurement for the IV & V Provider.

The IV & V Provider will not participate in daily project management or project activities but will review project plans and documentation from a perspective external to the project. The IV&V Provider will be required to complete a report assessing project plans, documentation, accomplishments, and vulnerabilities. The IV&V Provider will provide all plans, reports of findings, and recommendations to the ACF Central and Regional Offices at the same time they are supplied to the State, as specified in 45 CFR 307.15(b)(10)(ii).

3.2.10 Implementation Contractor

The Implementation Contractor will develop and implement a statewide Automated Child Support Enforcement System based upon the transfer of the Arkansas Child Support Information System (ARCSIS). The Implementation Contractor will not be associated with the successful bidder on this contract nor will successful bidders on this contract be eligible to bid in the associated procurement for DACSES replacement implementation project.

The statewide system must meet all of the defined functional and technical requirements provided in DACSES Replacement RFP. Specifically, the Implementation Contractor shall:

- Develop detailed functional and technical design documents
- Recommend, acquire and install required system hardware

- Develop and implement the software as designed
- Test all aspects of the system
- Develop all required interfaces
- Convert data from the legacy systems
- Develop and deliver functional and technical training
- Produce documentation
- Develop production reports
- Initiate system operations
- Obtain required OCSE system certification
- Provide post-implementation support
- Provide a system warranty
- Support system operations
- Provide an effective transition at the completion of the contracted term
- Provide appropriate and sufficient project management, reporting, and communication to enable the project's progress

3.2.11 QA Contractor

The Contractor is expected to provide appropriate professional expertise combined with a comprehensive and complete range of professional, technical, consulting and management services for the duration of the project. The State expects all work under this contract must be performed in accordance with appropriate, contemporary professional standards. QA contractor activities include but not limited to the following:

- Develop an overall quality assurance plan
- Develop quality assurance standards for each project deliverable
- With each deliverable cover memorandum, provide a narrative description of quality assurance measures applied to the deliverable
- Provide project information required for quality assurance monitoring to the State Project Manager and the IV&V Contractor
- Prepare project for IV&V reviews by performing pre-IV&V reviews periodically.
- Provide plans, staffing, and schedules for addressing any deficiencies identified through the quality assurance process.

3.3 State Review and Approval of Project Deliverables

It is the sole responsibility of the State to review and approve all aspects of the project, to include:

- All Contractor project deliverables and tasks defined herein
- The acceptability of the efforts of the Contractor and the Contractor staff
- The acceptability of all Contractor results

3.3.1 State Review and Approval Timeline

All QA review comments and process feedback should be provided to State in Ms Word, Excel, or Power Point format. The format for review and feedback for deliverables will be determined in planning phase of QA. The successful Bidder must schedule deliverables for submission and review at intervals sufficient to verify project progress. All QA comments and feedback will be reviewed and addressed within 15-30 days of the acceptance of feedback by the project management team. All recommendations should be discussed with the project management team and QA contractor should track them to closure if action plan is developed to address them. If any recommendations are not addressed they need to be documented with appropriate reason on not addressing them. Any QA comments that are not addressed within 15-30 days will be documented as outstanding issues for the implementation or project team.

Deliverables must be submitted using software from the MS Office Suite, including Word, Project, Excel, Visio, Power Point, etc. The State will utilize SharePoint software to facilitate the management, review and archival of such deliverables. The Contractor shall assure its efforts in regard to deliverables facilitate and are compliant with the State's methodology.

In accordance with the deliverable timeline defined in project plan, all Deliverables will be submitted to the State for review by the State Project Management Team. Corrections, additions and changes will be requested as a result of the review. These changes will be communicated to the Contractor who will modify the deliverables as appropriate. It is not expected that Contractor efforts on the subsequent tasks will be delayed awaiting the results of the review. Rather, changes must be factored into the subsequent tasks and deliverables as soon as agreed upon.

The State reserves the right to extend the ten (10) State business day requirement for review and comment on any revised deliverable. Any such extension, however, will be specific to each deliverable. The total number of days for all extensions to review revised deliverables shall not exceed twenty-five (25) State business days.

3.3.2 State Staff Participation

The State will make reasonable efforts to facilitate QA by making State Staff, Implementation Contractor Staff, and any other resources available to enable Contractor complete tasks / deliverables in timely manner.

3.3.3 Availability

State staff is normally scheduled to work 7.5 hour days from 8:00 AM – 4:30 PM, Monday through Friday, excluding State recognized holidays.

Implementation Vendor staff will be scheduled to work 8 hour days from 8:00 AM – 5:00 PM, Monday through Friday, excluding State recognized holidays.

3.3.4 Exclusions

No state staff shall be available to work on or complete the tasks assigned as Contractor responsibilities under this RFP.

3.4 State Resource Availability

State resource availability is generally subject to the following conditions.

3.4.1 State Systems Availability

During State business days, the Biggs mainframe production systems are normally available from 7:00 AM to 7:00 PM. On Saturday the hours are 8:00 AM to 4:30 PM. Production systems are taken down earlier on specific monthly dates to accommodate particularly heavy batch schedules.

3.4.2 Test Systems Availability

The availability of legacy systems for testing associated with this project must be scheduled with the State.

3.4.3 Systems Staff Support

DTI has mainframe systems support staff on-site from 7:00 AM to 4:30 PM on State business days. DTI Operations and Service Desk staff is available 24x7. IRM applications, telecommunications and Help Desk staff is on-site from 8:00 AM to 4:30 PM on State business days.

3.4.4 State Network Availability

The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential state resource, any reported problems have a very high priority and are dealt with immediately.

3.4.5 Data Center Business Continuity and Disaster Recovery

The Biggs Data Center and the systems hosted therein are covered by a comprehensive business continuity and disaster recovery plan. Power is conditioned and outside supply fluctuations can trigger a switch to automatic local power generation capability, when/if needed.

3.4.6 Remote Access

Remote connectivity through SSL-VPN is available for off-site work for contracted staff that must access, update or maintain servers and/or applications in the DMZ. Such access is subject to State approval on a user basis and is subject to all applicable State networking and security requirements and standards.

3.5 *Standard Reporting Processes and Procedures*

The State will subject all project activities to standard reporting processes and procedures, including but not limited to the following:

- Weekly Progress Reporting and Management
- Monthly Project Progress Reporting and Management
- Project Status Meetings
- Risk Management Processes
- Issue Tracking and Resolution Processes

3.6 *Project Control Structures*

The State will subject all project activities to project control structures, including but not limited to the following:

- Adherence of Quality Assurance Plan to the schedule.
- Effectiveness of Quality Assurance Reviews
- Gaps between QA preparation review for IV&V with IV&V reports.
- Effectiveness of tracking QA recommendations to closure
- Timely delivery of QA deliverables
- Improving effectiveness in project processes and quality of deliverables

3.7 *QA Contractor Responsibilities*

This contractor will work with the State to review project processes and deliverables and report on deviations from the approved Project Plan. The scope of quality assurance management is to guide the DACSES Reengineering project to the achievement of the overall goals and objectives. Quality Assurance Requirements are ongoing for the duration of the contract.

Quality controls must be built into every stage of the project. Systematic approaches for planning, scheduling, comparing deliverables to their requirements, problem reporting, and obtaining acceptance are critical to ensuring that the dependent phases of the project and proceed on schedule.

The Quality Assurance contractor will develop a detailed QA plan to review milestones and deliverables of various phases of the implementation project. The QA plan and QA contractor activities should include but not limited to the following tasks:

- Review and make recommendations for project management and organization; evaluate project progress, resources, budget, schedules, work flow, reporting and contractor oversight.
- Monitor effectiveness of the measures taken after the QA review report to improve process and quality of deliverables.
- Review and make recommendations for interagency coordination and management, including project dependencies and critical path methodologies.
- Review and make recommendations for project management planning documents.
- Prepare the project periodically (45 days before IV&V) for IV&V by reviewing project process and deliverables compliance with IV&V requirements.
- Review and make recommendations for state staffing plans to ensure they sufficiently meet project requirements.
- Review and make recommendations for project software development documents.
- Review and make recommendations processes to ensure they are being documented, carried out, and analyzed for improvement.
- Review and make recommendations for data conversion activities, and database design activities to conversion and design strategies and to ensure data integrity.
- Assess and recommend improvement, as needed, to assure continuous stakeholder buy-in, support and commitment, and that open pathways of communication exist among all stakeholders.
- Assess and recommend improvement, as needed, to assure lines of communication between contractor staff and state management are in place and engaged.
- Assess and recommend improvement, as needed, to assure appropriate user and developer training is planned and carried out.
- Verify that training and training materials for users are effective for the project implementation.
- Assess and recommend any gaps between processes and tools used in the project to manage the project and maintain its deliverables quality.
- Assess and recommend improvement, as needed, to assure establishment and maintenance of a data center, including data center input to the project regarding operational and maintenance performance of the application.
- Assess and recommend improvement, as needed, to the risk management plan and conduct periodic risk analyses to identify, analyze, and mitigate risks.
- Review and make recommendations for system capacity studies.
- Review system hardware and software configuration and report on any compatibility and obsolescence issues.

- Review and assess the development of and adherence to the project's software development plan and coding standards.
- Assess and recommend improvement, as needed, to assure software testing is being performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.
- Assess and recommend improvement, as needed, for change request management and defect tracking management.
- Develop performance checklists and metrics, which allow tracking of effectiveness of execution of project activities, and project completion against milestones, set by the state.
- Report on the state's efforts to address the findings and recommendations from this IV&V Assessment Review report.
- Responsible to archive all QA review documentation for the project for future references, and IV&V reviews.

3.8 State QA Responsibilities

The State team has the following QA responsibilities for the project:

- Review and approve contractor's overall quality assurance plan and quality assurance deliverable standards
- Provide guidance in developing and implementing State quality assurance standards and procedures for reporting to State project management
- Review and approve plans and schedules for addressing identified deficiencies
- Review and approve project deliverables as conforming to project quality standards
- Communicate the findings of the IV&V project reviews and assist in the development of a plan and schedules for addressing the deficiencies identified during the quality assurance process

3.9 Professional Work Environment

The State requires the Contractor to create and maintain at all times a professional work environment that facilitates the timely and efficient implementation of the project. The associated work environment must meet contemporary professional standards that reflects positively on the public perception of the State of Delaware and DCSE and that supports and attains DHSS workplace goals, which include but are not limited to the following:

A work environment:

- Committed to open communication where practices such as open door policies, active listening, inclusive information sharing, respect for differing opinions and tolerance are the norm.
- Dedicated to mutual respect that recognizes each individual has value, and that enables each individual to achieve his or her very best
- Celebrating and promoting the value of diversity in an effort to build trust, harmony and understanding
- That recognizes Employees for their many contributions and reward individuals and groups in an appropriate, timely and specific manner.
- That strives toward continuous improvement of the workplace by employing these essentials: flexibility, responsibility and accountability, respect, trust, and professional courtesy.
- That does not tolerate behaviors that demean and offend people. Such behaviors include, but are not limited to:
 - Slurs or jokes that reflect negatively on a group or individual
 - Sexual harassment in any form, in accordance with the State of Delaware's harassment policy
 - Displays of pictures, posters, calendars, flyers or other material that belittles, ridicules or show hostility or dislike toward another individual or group, or that is otherwise inappropriate in a professional work environment
- That protects individuals reporting violations of these principles or in testifying in cases involving harassment or discrimination from retaliation
- That is in compliance with the DHSS drug-free workplace policy
- Committed to the equal enforcement of all applicable Federal and State laws along with all Contractor employment rules, regulations and policies

Contractor employees assigned to work in or visit to Delaware in conjunction with their job duties must be housed and maintained by the Contractor in an appropriate, professional manner.

3.10 Required Qualifications

The successful bidder will demonstrate their compliance with the following required qualifications. Bidders unable to demonstrate compliance with these requirements will be disqualified from further consideration for this procurement.

Bidders must have demonstrated corporate experience and depth of knowledge in the successful Quality Assurance (QA) of software implementations of one or more State, Federal, or Local systems of similar to the size, scope, scale and functionality of the proposed implementation system.

Bidders must have sufficient staff with experience (minimum of 5 years) in Quality Assurance and Quality Assurance in at least one state similar to the size, scope, scale and functionality of the proposed system; such staff must be assigned to key roles in the project.

Bidder experience should include, but not be limited to, the following:

- Appropriate levels and examples of Quality Assurance of deliverables for different phases of the project.
- Appropriate experience in the Quality Assurance of systems in similar on an accelerated time schedule
- Preference will be given to contractors who have performed Quality Assurance of systems aligning to IV&V of the project.
- Appropriate experience creating documentation to provide feedback on project processes, deliverables, and project activities.
- An appropriate level of financial resources and stability to enable the fulfillment of all requirements under this RFP
- An appropriate level of experience in managing project staffs, in performing quality assurance of systems with appropriate management policies and procedures with the hiring and retention of such staff and with the creation, management and maintenance of free-standing project work sites.

3.11 Eligibility

Bidders must meet the following eligibility standards.

3.11.1 No Bidders' Conference

There will be "NO" Bidders' Conference for this RFP. Non-disclosure agreements which are typical to Bidders' Conference should be duly signed and dated and submitted with the contractor's proposal.

3.11.2 Notification of Intent Not to Bid

Potential bidders, who elect not to submit a proposal in support of this procurement, shall provide formal notice to the State of such intent on or before the required submission date for proposals under this RFP.

3.11.3 Ineligible Bidders

Contractors and individuals who have assisted in the preparation of this RFP or with the associated project management oversight, or the Project Management Office are precluded from bidding or participating at any level in the preparation of a proposal for this contract.

3.12 Staffing Requirements

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

- Contractor QA Manager
- Contractor QA Lead

If the resumes submitted are not the resumes of individuals who are already employees of the Bidding organization, or subcontractors of the Bidding organization for this proposal, such resumes must be accompanied by a letter of intent signed by both the bidding organization/subcontractor organization for purposes of this proposal (as appropriate) AND the associated individual. Such letter of intent shall attest to both the individual's intent to work on the project in the role proposed in the event of a contract award and the associated organizations offer of employment for same.

Job responsibilities for these positions are defined in the table below:

Role	Project Responsibility
Contractor QA Manager	<p>With the support of the state's Project Manager , the Contractor QA Manager is responsible for developing and maintaining QA plan and reporting progress periodically to the State's Project Manager and Project Management team. The Contractor QA Manager will lead the QA contractor's tasks for reviewing and providing feedback on project processes, deliverables, and activities for planning, development, testing, integration, performance, regression, acceptance testing, training, and implementation of the project. Will also be responsible for tracking issues for any unresolved QA comments and feedback. Prepare the project team by periodically (45 days before IV&V) reviewing compliance of deliverables and activities with IV&V requirements. Will work closely with the implementation contractor's Manager as well as other members of the state's project management team. The Contractor QA Manager shall direct daily project activities to enable achievement of all project goals, timelines and deliverables. Duties of the Contractor QA Manager include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Directing and overseeing all planning activities • Assuring the timely execution of all project tasks • Providing weekly, monthly, quarterly, and yearly status reports and participates in respective meetings. • Monitoring and controlling all project activities

Role	Project Responsibility
	<ul style="list-style-type: none"> • Assuring the completed project is properly closed out • Managing and overseeing all Contractor and subcontractor staff • Communicating with the State project staff <p>It is required that an experienced Contractor QA Manager be proposed. The Contractor's QA Manager must have at least five years experience in the management of QA of implementation projects. Certified Manager of Software Quality (CMSQ) certification is desirable. Additional professional training and designations are desirable.</p>
Contractor QA Lead	Contractor QA Lead will assist Contractor QA Manager in achieving various tasks of QA plan. Contractor QA Lead will also be responsible for reviewing and providing feedback on project processes, deliverables, and activities for planning, development, testing, integration, performance, regression, acceptance testing, training, and implementation of the project. Will also be responsible for tracking issues for any unresolved QA comments and feedback. Assist Contractor QA Manager in preparing the project team by periodically (45 days before IV&V) reviewing compliance of deliverables and activities with IV&V requirements.

The resumes should be for specific named individuals and should be in the format specified in **Appendix F**.

Other positions may be proposed at the Bidder's discretion, including additional "key" positions.

In their proposals, Bidder's must provide detailed job description for all positions and roles included in their proposal. In their proposals, Bidder's should designate the "key" staff member who will serve as the "Contractor QA Manager" in the absence of the "Contractor QA Manager".

Should any "key" position become vacant during the duration of the project, the contractor shall fill such position with a qualified replacement within 45 days. Such replacements must be approved by the State Project Executive prior to joining the project.

Should the State determine any Contractor employee is unsuitable for continued employment on the project, for any reason, the State Project Executive will notify the Project Manager and such designated employee shall immediately be replaced by the Contractor in a timeframe to be mutually agreed to by the Project Executive and the Contractor.

3.12.1 On-Site Staffing Requirement

The State, Implementation Contractor staff, and the key QA Contractor staff will work very closely together on this project. The contractor must continuously work in collaboration with the State's Project Management Team, Implementation Contractor Staff, and IV&V staff to ensure project success. This expectation requires a continuous on-site presence by senior-level Contractor project staff to ensure the level of collaboration and communication required for project success. It is vital the Contractor QA manager and key staff foster and consistently maintain a proactive on-site role in the project and be accessible at all times.

Preference will be given to contractor who has experience in Quality Assurance of OCSE-compliant federally certified "Child Support Enforcement Systems".

Accordingly, the following key Contractor staff (and any proposed additional staff) is required to be on-site in New Castle County Delaware, on a full-time basis, at the Contractor's project office a minimum of four days per week.

- Contractor QA Manager
- Contractor QA Lead

3.12.2 Off-shore Project Work Prohibited

DHSS will not permit any project work under this contract to be performed "off-shore", defined as outside the confines of the United States of America.

All proposals shall definitively confirm the Contractor's understanding of this requirement and shall include the statement "**no work under this proposal will be performed "off-shore", defined as outside the territorial confines of the United States of America**".

3.12.3 Off-site Project Work Prohibited

DHSS will not permit work to fulfill this contract by performing "off-site" work, as defined as "outside of New Castle County Delaware".

All proposals shall definitively confirm the Contractor's understanding of this requirement and shall include the statement "**no work under this proposal will be performed "off-site", defined as outside of the designated project office site**".

3.12.4 On-site Project Work

As referenced above in section 3.12.1, this project requires close daily collaboration between the State and the Contractor staff to ensure success, and the State requires a continuous and sustained on-site presence by all Contractor staff.

Accordingly, the State expects a material amount of the work performed in support of the contract will be performed in close proximity to DCSE offices at 84 A Churchman's Road, New Castle, Delaware 19702.

The project site shall be located in New Castle County Delaware within ten (10) miles of DCSE offices at 84 A Churchman's Road, New Castle, Delaware 19720. The office will house project team including all state staff and vendor staff. The project office site will have sufficient conference space, private office space and other such amenities to enable project effectiveness and success. The site will also have all office furnishings, telephone, fax, voice mail, e-mail, LAN, Internet connectivity and photocopying services.

The QA contractor is responsible for providing computer and all required computer software to the contractor resources working on the project. All computer hardware and software provided by the Contractor for project purposes must meet State standards and must be approved by the State to ensure compatibility with state systems and policies.

3.13 HIPAA Regulations and Other Standards

The Contractor shall 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.

In addition the Contractor shall certify compliance with the Safeguard requirements of IRS Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies and Entities, as defined in the following internet link: (http://www.acf.hhs.gov/exit_page.html?http://www.irs.gov/pub/irs-pdf/p1075.pdf)

The Contractor shall perform work and deliver deliverables in accordance with HIPAA and IRS Safeguard requirements.

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

3.14 State Policies and Standards

The successful QA bidder should perform all work in compliance with DTI policies and standards. DTI standards will be made available to the successful bidder.

Contractor staff accessing State IT resources must comply with DHSS policies and standards, and will be required to sign the DTI Acceptable Use Policy, and other applicable forms which are part of DTI processes.

Contractor staff requiring physical access to State systems, including the Biggs Data Center will be required to pass standard State security access screening processes and policies, including a criminal background investigation.

All proposed exceptions must be addressed in the Executive Summary (Section C) of the Technical Proposal.

3.15 QA Contractor Requirements

3.15.1 Quality Assurance Management Plan

The vendor shall submit a Quality Assurance Management Plan (“Plan”) within thirty (30) days of the contract effective date. The purpose of the quality assurance plan is to ensure that delivered products satisfy contractual obligations of the Vendor, meet or exceed quality standards, and comply with approved systems development life cycle processes. The Plan shall be consistent with industry standards and best practices to meet project quality needs throughout the DACSES Reengineering project life cycle. The quality assurance plan must cover work from the design phase of the project life cycle through the maintenance phase of ongoing operations. A list of DACSES Replacement Implementation Deliverables is available for reference in Appendix R. The plan must include a schedule of quality assurance activities. The Plan shall also be updated to reflect any significant changes in the overall DACSES Reengineering Project Plan. At a minimum, the plan must address:

- Scope of quality assurance activities with respect to the DACSES Reengineering Project;
- Schedule of Quality Assurance activities and allocation of Quality Assurance resources;
- Quality standards and procedures that will be applied;
- Quality tools and methodologies for performing these activities;
- Quarterly Quality Assessment of Process Assurance and Product Assurance. Product Assurance examines the quality measures against relevant Division of Child Support Enforcement (DCSE) processes and Product Assurance process overview;
- Development of Quality Assurance Guidelines and Standards that include measures and metrics that are compliant with IEEE standards or PMBOK;
- Staffing and schedules for addressing any deficiencies identified through a Quality Assurance Review;
- Models to be developed; and
- Business process flowcharts and diagrams.

3.15.2 Task Management and Reporting

The vendor shall develop and maintain schedules, and produce status and progress reports. Specifically, the expectation is to provide a QA Monthly Status Report to the State Project Manager(s) that detail current and projected monthly activities, deliverables, quality concerns and issues, and any quality assurance findings. The Vendor shall also be responsible for generating briefing papers, issue papers, and other management reports and to provide presentations (i.e., Power Point) when required.

3.15.3 Process and Product Quality Assessment

The vendor shall implement and conduct a quarterly Process and Product Quality Assessment in accordance with the Quality Assurance Management Plan. These assessments shall be conducted in accordance with accepted industry standards, such as IEEE and PMBOK. The Vendor must ensure consistency and quality in the technical and operational team activities as well as the activities of the intergovernmental team as required.

The Vendor must provide comprehensive, quality reviews of the DACSES Reengineering processes and products covering all aspects of system development and design, including the work processes and deliverable products of the Implementation Vendor. This shall include identifying the processes, products and artifacts to be assessed by project phase but is not limited to the Implementation Vendor deliverables included as Attachment 1. As needed, the vendor must analyze assessment findings and identify short and long term impacts and potential risk to the success of the ACSES Reengineering Project. This Process and Product Quality Assessment will provide a snapshot to the State to ensure the right product(s) are built and that the product(s) are built in accordance with State standards. The Process and Product Quality Assessment must also include:

For each process and product deliverable to be assessed, develop a checklist to verify compliance with Project policy, plans, standards and procedures;

- Identify or update appropriate metrics to measure compliance with requirements and project plans, standards, and process development procedures;
- Verify metrics are collected, analyzed and used to measure and improve quality throughout the life of the Project; and
- Produce a report of quality assurance findings that include recommended solutions to quality problems.

The Vendor shall maintain a library of all quality records and reference documentation in accordance with the Plan. Quality records include all QA generated documents, including findings, checklists, recommendations, supporting documentation and any other documents identified in the Plan. Reference documents include appropriate project, state, federal and industry standards and other documents supporting the Project's quality assurance

activities. The Vendor must be familiar with implementing principles of effective data integrity, data base construction, and legacy system conversion activities.

3.15.4 Monthly Reports

The Vendor shall produce monthly QA reports about project status. These reports must summarize the current state of the project and should be mapped directly against project schedules, with project goals addressing both timeliness and quality. The monthly reports shall be submitted electronically to the State Project Manager by the fifth working day of the following month.

Each report shall include at a minimum:

- Project Risk Assessment and Mitigation Strategies
- Review of Project Deliverables
- Review of Project Budget and Issues
- Review of Project Schedule and Resources
- Review of Design and Development Process
- Review of Testing Process
- Review of Data Conversion Process
- Review of Training Process
- Review of Implementation Process
- Readiness for IV&V reviews
- QA Status Report

3.15.5 Project Risk Assessment and Mitigation Strategies

Vendor must evaluate the overall project structure and controls. The project must be evaluated from the following perspectives: project management, user involvement, organization, technology, scope, oversight, business impact, cost-benefit, implementation, and consistency with the ACSES Reengineering Project Management Plan. The risk assessment must include specific action items to address all areas having a potential impact on the project. The risk assessment must also include a ranking methodology for each area listed to assess the degree of risk and potential project impact. Mitigation strategies must be assessed as to their effectiveness in the reduction of specific areas and overall project risk.

3.15.6 Review of Project Deliverables

Vendor must develop a set of evaluation criteria for each deliverable that ensures that the deliverable delivers required functionality, is consistent with other deliverables, conforms to the overall architecture, follows a sound development process, and has an adequate level of stakeholder involvement and review.

3.15.7 Review of Project Budget and Issues

Vendor must monitor the project's budget, both in terms of resources and expenditures, and document any variances from the project plan. The Vendor must monitor the handling of issues within the project and maintain an understanding of the project sufficient to allow the Vendor to identify issues that may pose a risk to the project but have not been included within the project's issues management activity.

3.15.8 Review of Project Schedule and Resources

Vendor must monitor the project schedule and resource allocation plan to ensure the ACSES Reengineering project is progressing as planned and adequate resources are available when needed. The Vendor shall address the project team's effectiveness in addressing critical issues that could impact the schedule or resource use. Monthly summaries must be included in the Monthly Report that present an assessment of progress relative to the baseline schedule.

3.15.9 Review of Design and Development Process

Vendor must maintain a level of involvement in reviewing and recommending the design and development process and associated deliverables that will enable the vendor to identify issues and make recommendations to address specific areas of concern.

3.15.10 Review of Testing Process

Vendor must maintain a level of involvement in reviewing and recommending on system, integration, user acceptance testing processes and deliverables that will enable the vendor to identify issues and make recommendations to address specific areas of concern.

3.15.11 Review of Data Conversion Process

Vendor must maintain a level of involvement in reviewing and recommending on data conversion process and associated deliverables that will enable the vendor to identify issues and make recommendations to address specific areas of concern.

3.15.12 Review of Training Process

Vendor must maintain a level of involvement in reviewing and recommending on training process and training materials that will enable the vendor to identify issues and make recommendations to address specific areas of concern.

3.15.13 Review of Implementation Process

Vendor must maintain a level of involvement in reviewing and recommending on implementation process that will enable the vendor to identify issues and make recommendations to address specific areas of concern.

3.15.14 QA Status Report

The Activities Report must include a description of the previous month's quality assurance activities, and planned quality assurance activities for the next month.

3.15.15 Recurring Tasks and Deliverables

The QA Contractor shall be responsible for specific recurring tasks as outlined below.

- Participate in weekly status meetings with the DACSES Reengineering Project Manager(s) and Implementation Vendor to review and comment upon progress against the project work plan. These meeting may occur more frequently at the State's option.
- Analyze and (if appropriate) recommend modifications to the Implementation Vendor's Project Plan.
- Participate in Joint Application Design (JAD) sessions.
- Review and provide comment on all deliverables associated with a JAD.
- Participate in issue resolution as required.
- Participate in Executive Oversight Committee Meetings as requested by the State.
- Provide monthly updates to the Plan.
- Monitor and document the outcome of change management activities by the Implementation Vendor.
- Review and provide comment to the State Project Manager on all deliverables.

The QA Contractor shall be responsible for specific recurring deliverables as outlined below.

- Review and provide written comment on the Implementation Vendor's Project Plan within five (5) working days of receipt of updated plan.

- Review and comment on Implementation Vendor's deliverables resulting from JAD's within five (5) working days of receipt.
- Submit monthly update to the Plan within the first five (5) working days of the month.
- Provide written comment on all deliverables identified in Attachment 1 within five (5) working days of receipt.

3.15.16 IV & V Reviews

Prepare project team for IV&V reviews by periodically reviewing 45 days prior to the actual IV&V reviews (that occur once every 6 months) the project processes and deliverables for compliance with IV&V requirements. The details of IV&V reviews dates will be published as part of the IV&V plan for the project.

The Vendor shall provide access to all information and materials including but not limited to reports, documentation and staff during the federally mandated Independent Verification and Validation (IV&V) Reviews. The Vendor shall assist the State Project Manager in addressing any deficiencies identified in an IV&V review.

3.16 Staff Augmentation

DHSS/DCSE might solicit staff for other roles during the implementation of DACSES Reengineering Project. The State shall have the option of increasing this staff based on its internal assessment. Staff assigned to augment the State's DACSES Reengineering Project Staff and will report directly to the State's DACSES Reengineering Project Manager and may or may not participate in work or preparation of materials relevant to the QA deliverables of this contract.

3.17 Required Experience

The selected vendor must have staff with experience in the IEEE Software Quality Assurance Standard or equivalent; the application of Software Quality Assurance standards to large software development and implementation projects; and, QA services for the development and implementation of a federally certified system in at least one (1) state within the last five (5) years. Such staff must be assigned to key roles in this project. The selected vendor's proposed QA project manager must have at least five (5) years experience in QA management for a statewide human services systems development and implementation project. The QA staff must be onsite at the DACSES Re-engineering implementation project location (Project site) a minimum of four (4) full days per week. Office space will be provided by the State.

In addition, QA staff proposed for this project must have specific experience in at least one of the following areas:

- QA Management – responsible for managing and leading the QA team, developing plans, developing QA schedules and resource management.
- Configuration Management – assessing configuration management processes, issues management
- Requirements and Risk Management – assess requirements analysis and requirements traceability. Identify and assess risks and the risk management process.
- Test Management – assessing test plans and procedures, experience in developing test scripts, conducting system, integration, and user acceptance testing, and performing QA activities related to test reports and test results.

Augmentation project staff must have at least five (5) years experience in the role. All of the vendor's augmentation project staff must be onsite at the DACSES Re-engineering Project location at a minimum of four (4) full days per week.

The Vendor must provide each of their staff with a computer and software necessary to the project.

4 Proposal Evaluation Process

4.1 Proposal Review Committee

All proposals submitted in response to the RFP shall be reviewed by the Proposal Review Committee. The Proposal Review Committee shall be comprised of various State employees having knowledge and responsibilities related to the DACSES project. The Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee shall interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the DCSE Division Director who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful firm in the best interests of the State of Delaware. The State intends to award this contract to one vendor.

The State will conduct a two-tiered proposal evaluation and contractor selection for this project, as follows:

1. Tier One: Evaluation of Proposals
2. Tier Two: Selection of Contractor

4.2 Tier One: Evaluation of Proposals

The Proposal Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The proposals shall contain the essential information in which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by DTI and the Proposal Review Committee to be essential for use by the committee in the evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Review Committee's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the committee.

The Committee reserves the right to:

- Select contractor for negotiating proposal other than with lowest costs.
- Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.

- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate proposals:

- Experience and reputation;
- Expertise (for the particular project under consideration);
- Capacity to meet requirements (size, financial condition, etc.);
- Demonstrated ability;
- Familiarity with public work and its requirements; or
- Distribution of work to individuals and firms or economic considerations.
- Hourly cost, annual escalation provisions, etc.

In addition to the above, other criteria necessary for a quality, cost-effective project may be utilized.

- Each proposal shall be given individual attention, and a weighted average may be applied to criteria according to its importance to the project.
- For the selection process described in § 6982(b) of this title, price may be a criteria used to rank applicants under consideration. (70 Del. Laws, c. 601, § 9.)

4.2.1 Disclosure

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

NOTE: The successful bidder for this RFP-(Quality Assurance) shall be precluded from bidding on any other aspect of the DACSES replacement implementation project, and IV&V.

4.2.2 Oral Presentations

The State plans to require selected Bidders to give an oral presentation to the Evaluation Team concerning their proposals. Such oral presentations will be scheduled by the State with the Bidder at a mutually agreeable time within the time constraints of this RFP process. Verbal questions submitted to the Bidder at any such oral presentation and/or State verbal comments or State answers to questions at such presentations will be informational only and non-binding.

As noted previously, original proposals submitted, cannot be supplemented, changed, or corrected in any way, to include during any oral presentation. Actions by the Evaluation Team in selecting a Bidder for an oral presentation should not be construed to imply acceptance of a proposal.

4.3 Tier Two: Selection of Contractor

4.3.1 Cost Scores

Total business score will be based upon the following:

- The total costs submitted as part of the cost worksheet. For evaluation purposes, Bidders' costs will be ranked according to the total bid price listed by the Bidder in the schedule contained in **Appendix G – Project Cost Forms**.
- The documented business soundness and financial resources/stability 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 along with proposals from organizations that lack sufficient financial or business stability.

4.3.2 Proposal Evaluation Scorecard

CATEGORY	Maximum Points
Mandatory Requirements Checklist	PASS / FAIL
Quality Assurance Plan	40
Approach	20
Key Personnel Experience and Capabilities	20
Organizational Capabilities	10
Cost Scores	10
Total Maximum Score	100

4.3.3 Clarification of Bid Proposal

As part of the evaluation process, the Evaluation Team may require a Bidder to submit written responses to questions regarding its proposal. Any such requests for written clarification, or the failure by the Evaluation Team to request written responses from any Bidder should not be construed as implying acceptance or rejection of any proposal.

The purpose of such communication with a Bidder is to provide an opportunity for the Bidder to clarify or elaborate on its proposal as directed by the Division. Original proposals submitted, however, cannot be supplemented, changed, or corrected in any way.

5 Bidder Instructions

The proposal must be submitted in five (5) separate, sealed volumes bound separately and submitted under separate cover, as follows:

Technical-QA Proposal: Five (5) copies comprised of three (3) signed originals and two (2) copies

Business Proposal: Five (5) copies comprised of three (3) signed originals and two (2) copies

NOTE: The original copies of Volume 1 - Technical Proposals and Volume 2 - Business Proposals must be clearly marked as such.

The proposal must also include two (2) CDROM's with electronic versions of the proposal, as defined below. CD's will be used by the State for researching the proposals and reprinting as necessary.

Two (2) CDROM's will contain the following files at a minimum:

CD Directory.doc (Microsoft Word 2000 or higher)

- RFP Technical-QA Proposal.doc
- RFP Technical-QA Proposal.pdf
- RFP Business Proposal.doc
- RFP Business Proposal.pdf
- RFP QA Plan.mpp (Ms Project 2003 or higher)
- RFP QA Plan.pdf

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

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

<p style="text-align:center">State of Delaware Department of Health and Social Services RFP</p> <p style="text-align:center">Volume 1 DACSES Replacement - Quality Assurance Technical-QA Proposal</p> <p style="text-align:center">DHSS RFP # HSS-09 017 (Name of Bidder)</p> <p style="text-align:center"><i>Insert Date and Time</i></p>
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Business Proposal Volume copies must be labeled on the outside as follows:

<p style="text-align:center">State of Delaware Department of Health and Social Services RFP</p> <p style="text-align:center">Volume 2 DACSES Replacement - Quality Assurance Business Proposal</p> <p style="text-align:center">DHSS RFP # HSS-09 017 (Name of Bidder)</p> <p style="text-align:center"><i>Insert Date and Time</i></p>
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5.1 Submission Procedures

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 5 copies, along with two (2) softcopy versions in Microsoft Word® on an IBM® compatible CD, in a sealed envelope conspicuously labeled "Sealed Proposal - State of Delaware – RFP **HSS-09 017 DACSES Replacement - Quality Assurance**". The envelope should also

contain the name, address and telephone number of the proposing firm. If delivered by mail, the proposal shall be enclosed in an "inner" enveloped labeled as indicated above.

All proposals must be delivered in person or by mail to:

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

Any proposal submitted by mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **Monday, October 05, 2009 11:00 AM EDT**. Any proposal received after this time shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

The CDs used for this submittal shall be virus checked by the prospective firm before submittal and shall be accompanied by a signed certification indicating the virus detection software used including the date and version.

5.2 General Conditions

5.2.1 Proposal Becomes State Property

All proposals become the property of the State of Delaware, and will not be returned to the proposer. All proposers should be aware that government solicitations and the responses thereto are in the public domain. Parts of the proposal, which the proposer considers to be proprietary, should be clearly marked as such. Such requests will be evaluated under the provisions of 29 Del. C. Chapter 100, but shall not be binding on the Department to prevent disclosure of such information. Final discretion on releasing materials rests with DHSS.

5.2.2 Proposal and Final Contract

The contents of each proposal will be considered binding on the proposer and subject to subsequent contract confirmation if selected. The content of the successful proposal and the RFP will be incorporated into any resulting final contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date.

If the proposer is unwilling to comply with any of the requirements, terms, or conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

5.2.3 Amendments to Proposals

Amendments to proposals will not be accepted after the receipt deadline for proposals is passed, unless requested by the Division in writing. The State reserves the right at any time to request clarifications and/or further technical information from any or all proposers submitting proposals.

5.2.4 Pre-Contract Costs

All pre contract activities or costs incurred by proposers in the preparation of their proposals, or during any negotiations on proposals or proposed contracts, or for any work performed in connection therewith, shall be borne by the proposer.

5.2.5 Contractor's Equipment

The State of Delaware will not be responsible for the contractor's equipment due to loss, theft, or destruction.

5.2.6 Funding Disclaimer Clause

The Department reserves the right to reject or accept any bid or portions thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event that the state determines that state or federal funds are no longer available to continue the contract.

5.2.7 Contract Termination Clause

The Department may terminate the contract resulting from this request at any time that the contractor fails to carry out the provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

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

Upon receipt of no less than thirty (30) days written notice, OR in accordance with contract provisions, the contract may be terminated on a date prior to the end of the contract period without penalty to either party.

5.2.8 De-Briefing

If a proposing firm wishes to request a debriefing for technical assistance purposes, the proposing firm shall submit a formal letter to the Contracts Manager, Division of Substance Abuse and Mental Health, First Floor, Main Administration Building,, 1901 N. DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, DE 19720, within 10 days after receipt of a letter informing the proposing firm of the outcome of the review and evaluation process. This letter shall specify reason(s) for the request.

5.3 Volume 1 – Technical (QA) Proposal Contents

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information may result in rejection of the proposal. The bidder's technical proposal shall consist of and labeled with the following sections:

- A. Transmittal Letter
- B. Required Forms
- C. Executive Summary
- D. Project Plan and Project Requirements
- E. Staff Qualifications and Experience
- F. Firm's 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 Bidder's 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.

5.3.1 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 has been scanned and is free from viruses and other malicious software.
3. A reference to all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments in the event that there are any; if none have been received by the bidder, a statement to that effect must be included
4. A statement that all proposal conditions are valid for 180 days from the deadline date for proposal submission
5. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal volume
6. A statement that certifies pricing was arrived at without any collusion or conflict of interest
7. A statement certifying the Bidder agrees to comply with the provisions specified in the General Terms and Conditions contained in this RFP.

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.

5.3.2 Required Forms (Section B)

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

1. **Certification and Statement of Compliance (Appendix E)** - This is a mandatory form in which the bidder must certify certain required compliance provisions.
2. **Mandatory Submission Requirements Checklist (Appendix D)** - 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.
3. **State of Delaware Contracts Disclosure (Appendix H)** - On this form, bidder shall list all contracts awarded to it or its predecessor firm(s) by the Sate 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.
4. **Crosswalk of RFP Section (Appendix I)** - This form should be completed and submitted along with the proposal. The QA contractor should provide references to the sections of the proposal where the requirements of the QA RFP listed are addressed. Provide references of multiple sections if a requirement is addressed in more than one section of the proposal.

5. **Bidders Signature Form (Appendix J)** - This is a standard bidder information form.
6. **Minority and Women Business Enterprise (MWBE) (Appendix K)** - If your firm qualifies as minority or/and women business enterprise then fill in the form and submit along with the proposal else you do not need to submit this form with the proposal.
7. **Bidder's Project Experience (Appendix L)** - This provides a standard form to document the Bidder's work on similar projects.
8. **Non-Disclosure Statement (Appendix M)** - This form must be completed in its entirety, and signed by the appropriate vendor official.
9. **Non-Collusion Statement (Appendix N)** - This form must be completed in its entirety, signed by the appropriate vendor official and notarized. This executed form must be included as a part of your proposal.
10. **Contractor Confidentiality and Data Integrity Agreement (Appendix O)** - This form must be signed and dated by the authorized representative and submitted along with the proposal.
11. **Sub-Contractor Roster (Appendix Q)** - If the contractor plans to use any sub-contractors for staff augmentation or any other project related work then all the sub-contractors should be listed in the form. If no sub-contractors were planned to be used then state clearly that "**No Sub-Contractors will be used**" in the form and the form should be duly signed and dated by the authorized individual.

5.3.3 Executive Summary (Section C)

Present a high-level project description to give the evaluation team and others a broad understanding of the bidder's approach to this project. This should summarize project purpose, key project tasks, a timeline, qualifications of key personnel, along with any 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.

5.3.4 QA Plan and QA Requirements (Section D)

In their proposals, Bidders must discuss each of these subsections within **Section 3.7 and 3.15** in detail to acknowledge their understanding of, and responsibilities under, this RFP. Further, they must describe their approach in addressing all requirements.

In this section of proposal provide detailed description of required staff resources and hours, and also include in the staffing proposal a fully loaded rate for each staff person bid in case changes to the project scope necessitate a contract amendment. Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified in subsections of **Section 3.15**. Please address each numbered

subsection in this section separately in sequence as “**RFP Section 3.x.x**”. Address bulleted and titled requirement paragraphs within subsections as “Bullet” and “Paragraph Title” respectively. .

5.3.4.1 Quality Assurance Plan

The Bidder’s proposal should include a Quality Assurance Plan defining the Bidder’s specific strategy to fully achieve all requirements defined in this RFP. This plan should demonstrate overall soundness, logical sequencing and supervisory and management procedures planned to assure compliance with all project requirements.

Detail surrounding the project management plan should include, but not be limited to, the following:

1. The QA project plan (created and maintained in Microsoft Project) showing the specific project tasks to be completed, the associated scheduling of the review of deliverables, and the required review time for State to address the comments/feedback.
2. Estimated Levels of Effort for documentation that both justify the number and types of Contractor employees proposed to perform the work described in this RFP and that support the associated project schedule

A project quality assurance plan will be developed and used to guide the project to achieve the overall goal and objectives of the new system. This plan will position project management staff to monitor contractor activities and each phase of the project effort by: a) assuring the quality of the software products, b) assuring the project’s compliance with the defined software development processes, and c) assessing the capability of the defined software development processes. It will also improve their ability to provide critical leadership in addressing unanticipated circumstances or the need to expedite or re-prioritize project activities.

The quality assurance plan will guide DCSE participation in QA activities. DCSE will involve both functional and technical staff in management review of the QA contractor’s performance, deliverables and feedback.

The quality assurance plan will identify tasks and allocate and schedule DCSE resources for QA activities as well as contract deliverables review. The plan will also guide the Project Management Team’s oversight of the improvement projects processes, deliverables, and highlight any risks and mitigation strategies with associated probability of occurrence that could impede project success. Finally, the plan will detail DCSE support for QA reviews, IV&V preparation activities as well as the coordination of contractor activities with local offices.

5.3.4.2 Approach

The Bidder's proposal should include detail regarding the Bidder's specific approach and plans to fulfill the requirements listed in this RFP. The proposal must not merely repeat the "what" information presented by the State in the RFP. The proposal must detail "how" the contractor will complete the requirements of the State including appropriate detail surrounding the specific processes, control regimens, risk factors, risk management procedures, quality assurance procedures and supporting management techniques.

5.3.5 Key Personnel Experience and Capabilities (Section E)

Proposals should include detail regarding the qualifications and experience of the Bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP. Preference will be given to contractor with personnel that have experience in State, Federal, or Local Systems. It is required for the contractor to have staff on the project with QA experience in both Functional and Technical areas.

Bidders shall submit a staff skills matrix in their own format to summarize relevant experience of the proposed staff, including any subcontractor staff in large IT Quality Assurance and with established guidelines and standards (e.g., PMBOK, IEEE, ISO, etc.) Special emphasis should be given to CSE-specific experience. Resumes will be formatted as outlined in Appendix F and included in this section of the proposal. If sub or co-contractors are being proposed, then include the name and address of each subcontractor entity along. Any sub or co-contractor entity(s) proposed will need prior approval by the State before the contract is signed. If proposing no sub or co-contractors, please state in this proposal section "No sub or co-contractors are being proposed as part of this contract."

5.3.6 Organizational Capabilities (Section F)

The Bidder's proposal should include detail regarding the Bidder's documented experience in successfully completing projects of a similar size and scope to the work required by this RFP. In particular, experience regarding the Quality Assurance of projects with similar scope and size must be detailed. Included in this documentation should be references from prior Clients discussing the Bidder's performance in fulfilling such projects and contracts. The bidder should provide the QA experience in format provided in **Appendix L – Bidder Project Experience**.

The Bidder's proposal should also demonstrate the Bidder's administrative, management, and sub-contractor management (if any) for the activities related to requirement defined in the RFP, as demonstrated by the availability of corporate resources to support such requirements and initiatives to hire, retain, manage and minimize the turnover of qualified personnel.

The bidder shall describe their corporate experience within the last five (5) years directly related to the proposed contract, other large-scale government IT projects, contract monitor, quality assurance and IV&V experience. Experience of proposed subcontractors shall be presented separately.

The bidder must describe their experience with at least two (2) similar QA projects, and at least one (1) completed IT project at private, state, federal, or local agencies. Provide a summary description of each of the 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.

5.4 Volume 2 – Business Proposal Contents

The business proposal volume will contain all project costs along with evidence of the bidder's financial stability. The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information may result in rejection of the proposal. The bidder's business proposal shall consist of and labeled with the following sections:

- A. Project Costs and Budget
- B. Bidder Stability and Resources

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Bidder's 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.

5.4.1 Project Costs and Budget (Section A)

The positions should be budgeted full time (40.0 per week). The budget should project costs for each year of the 3-year term of the contract. In addition, the vendor may propose – in a separate budget attachment under this section -fully loaded rates for the following types of positions – QA Manager, and QA Lead. Please note that office space and network access for all staff located on site will be provided by the State. The vendor will be responsible for providing laptops and software for all vendor staff.

Provide detailed pricing information for all the proposed positions and staff augmentation positions for initial three (3) year period of the project and also for optional two one-year extensions which might used if extended on yearly basis in the forms provided in Appendices G1, G2, G3, and G4.

5.4.2 Bidder 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 comprehensive 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; 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.

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 comprehensive 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.

5.5 Bidder Questions

All questions shall be submitted in written form only and shall reference the pertinent RFP section(s) and page number(s). Questions and written answers will be distributed to all vendors submitting questions and as an addendum to the RFP. Questions should be sent via fax or email to:

Madhavi Karanam
Division of Child Support Enforcement
Churchman's Corporate Center
PO Box 11223
Wilmington, DE 19850
madhavi.karanam@state.de.us
Fax: 302-395-6735

From the issue date of this RFP until a determination is made regarding the selection of a proposal, all contacts with personnel of the Division of Child Support Enforcement and other agencies in the Department of Health and Social Services must be cleared through the agency contact.

5.6 Anticipated Schedule

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

ACTIVITY	SCHEDULE
State Publishes RFP (Notification 1)	<i>Monday, July 27, 2009</i>
State Publishes RFP (Notification 2)	<i>Monday, August 03, 2009</i>
Submission of Questions	<i>Monday, August 17, 2009</i>
Response to Questions	<i>Monday, August 31, 2009</i>
Receipt of Proposals	<i>Monday, October 05, 2009 11:00 AM EDT</i>
Selected Bidders Notified of Oral Presentation	<i>Monday, October 19, 2009</i>
Selected Bidders Oral Presentations	<i>Friday, November 06, 2009</i>
Notification of Award	<i>Friday, November 13, 2009</i>
Contract Signature	<i>Friday, November 20, 2009</i>
Project Start Date	<i>Monday, November 30, 2009</i>
Project End Date and Might Start One Year (365 Day) Extension Period	<i>Thursday, November 29, 2012</i>

6 Terms and Conditions

The following provisions constitute the terms and conditions of the contractual agreement between the State of Delaware, Department of Health and Social Services (DHSS DCSE) and its DACSES Replacement Implementation Project management 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 B Contract Composition.

6.1 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.
- Appendix A - Divisional Requirements
- Appendix B - Services Description
- Appendix C - Contract Budget
- Appendix D – IRS Publication 1075, Exhibit 7 – General Services is required to be signed by the contractor to comply with IRS safeguards to protect data and information.
- Appendix E – Solicitation Documents
 - RFP amended by vendor questions
 - Bidder's Proposal or Response to RFP
 - Response to Bidders' Questions.

The contractor's proposal and any written clarifications or representations incorporated as part of the procurement process.

The order of precedence among the contract components shall be, first, the contract for DACSES Replacement Implementation Project Management; second, the RFP and any amendments to it; third, the contractor's proposal, including any clarifications requested and incorporated therein by the State of Delaware.

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

6.2 Payment for Services Rendered

Services will be bound by a firm fixed price contract. Payments will be made quarterly based upon the contractor's performance as determined by six month reviews made by the project executive and approved by the Executive Sponsors group. The State will authorize and process for payment each invoice within 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. This review will include the review and acceptance of any deliverables specified in section 3.7 and subsections of 3.15 as well as a determination regarding satisfactory performance. All invoices will be approved by the State's Project Executive.

6.3 Contract Term

The maximum term of the project is 3 years from date of execution and may be extended for 2 one year extensions until the completion of the project. The contract may be terminated by either party upon thirty (30) days written notice. In the event the successful firm materially breaches any obligation under this Agreement, DCSE may terminate this Agreement upon thirty (30) days written notice. A copy of the DHSS boilerplate contract is attached (Appendix B).

6.4 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 Executive 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 Executive approves a proposed replacement staff member who can assume the vacated position immediately upon its vacancy.

6.5 Funding

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

This contract is dependent upon the approval of the projects plans, inclusion the plan for project management and upon appropriation of the specific funds necessary subject to those approvals therefore by the State and Federal governments.

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

6.6 Confidentiality

The use or disclosure of IV-D case information is closely regulated by Federal law, and the contractor shall safeguard any client information that may be obtained during the course of this project. The contractor shall safeguard any client information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require.

6.7 Miscellaneous Requirements

The awarding of this contract will take into account an assessment of all factors relevant to the interests of the State of Delaware in the performance of its responsibilities under Title IV-D of the Social Security Act.

6.8 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 any services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information (DTI) and as modified from time to time by DTI during the term of this Agreement. These standards will be provided upon request to vendors upon registration as interested bidders. 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.

6.8.1 Standard Practices

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

6.8.2 Confidentiality and Data Integrity

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information. The selected QA contractor(s) 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. To obtain these forms, please print out the "Non-Disclosure Agreement". In addition to the DHSS policies and standards, QA Contractor should safeguard data in accordance to IRS Publication 1075.

The Contractor is required to agree to the requirements in the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement, attachment # 2, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

6.8.3 Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

6.8.4 Cyber Security Liability

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

6.9 Non-Collusion Statement

The Non-Collusion Statement must be completed in its entirety, signed by the appropriate vendor official and notarized. This executed form must be included as a part of your proposal.

Appendices

7 Appendices

7.1 Appendix A - General Terms and Conditions

- **Proposal Becomes State Property** - All proposals become the property of the State of Delaware and will not be returned to contractors.
- **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.
- **Proposal and Final Contract** - The bidder's proposal will be incorporated into the final contract and be considered binding upon the successful bidder.
- **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.
- **Cost of Proposal Preparation** - All costs of proposal preparation will be borne by the bidder.
- **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.
- **Certifications, Representations, Acknowledgments** - Using Appendix E, 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.
- **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.
- **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.
- **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.
- **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.
- **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.
- **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.
- **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.

- **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.
- **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.
- **Delaware Contract Language** - Appendix B contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. The State will not entertain any modifications to the language of this document. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.
- **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.
- **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.
- **Minority/Women/Disadvantaged Business Certification** - If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at: <http://www2.state.de.us/omwdb/>

7.2 Appendix B - Standard Departmental 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:

COVERAGE TYPE	MINIMUM COVERAGE LIMIT
(a) Comprehensive General Liability	\$1,000,000
(b) Medical/Professional Liability Or (c) Misc. Errors and Omissions 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:

COVERAGE TYPE	MINIMUM COVERAGE LIMIT
(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 D – IRS Publication 1075, Exhibit 7 – General Services
 - Appendix E – Solicitation Documents
 - RFP amended by vendor questions
 - Bidder's Proposal or Response to RFP
 - Response to Bidders' Questions.
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 \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) FINANCIAL REQUIREMENTS

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

imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

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

D) MISCELLANEOUS REQUIREMENTS

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, 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 (PM #40, effective 3/10/2008), 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. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix ____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (contractors) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

- 6. 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:

Rita M. Landgraf

Secretary_____
Title

Date

Director

Date

7.3 Appendix C - 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>
- Top 20 Internet Security Threats developed by the SANS Institute and the FBI
<http://www.sans.org/top20/>

7.4 Appendix D - Mandatory Requirements Checklist

S. No	Mandatory Submission Requirement	RFP Section	Compliance Y or N
1.	The bid is submitted no later than the closing date and time	5.1	
2.	The bid is submitted in separate sealed volumes containing the Technical and Business proposals	5	
3.	The correct number of copies of each proposal is submitted	5	
4.	Each proposal volume is labeled correctly	5	
5.	Proposal conditions are valid for 180 days from the deadline date for proposal submission	5.3.1	
6.	Bidder/Proposed Subcontractor has appropriate project experience	5.3.6 Appendix L	
7.	Transmittal Letter submitted on official business letterhead and signed by an authorized representative	5.3.1	
8.	Proposal CD's have been scanned and are free from viruses and other malicious software.	5	
9.	Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Appendix A	
10.	Technical proposal is submitted with a duly signed and dated copy of the Certification/Statement of Compliance	Appendix E	
11.	Completed Project Cost Forms	Appendix G	
12.	Firm fixed price contract proposed	6.2	
13.	Technical proposal is submitted with a completed, duly signed and dated copy of the Submission Requirements Checklist	5.3 Appendix D	
14.	Completed State of Delaware Contracts Disclosure (Bidder and all Subcontractors)	Appendix H	
15.	Completed Crosswalk of RFP	Appendix I	
16.	Completed Bidders Signature Form	Appendix J	
17.	Project timeline does not exceed specified project length	6.3	
18.	Compliance with HIPAA Regulations & IRS Safeguard Requirements	3.13	
19.	Proposal includes required resumes	5.3.5	
20.	Required financial information provided including current,	5.4.2	

	Comprehensive Dunn and Bradstreet Report		
21.	Required CD ROMs containing Schedule "G" forms included in business proposal	5.4.1	
<hr/> Signature of Authorized Representative			
<hr/> Title / Company		<hr/> Date	

7.5 Appendix E - Certification and Statement of Compliance



DELAWARE HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

- a) They are a regular dealer in the services being procured.
- b) They have the ability to fulfill all requirements specified for development within this RFP.
- c) They have independently determined their prices.
- d) They are accurately representing their type of business and affiliations.
- e) They will secure a Delaware Business License.
- f) They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g) The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h) Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i) No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j) They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k) They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of_____.
- l) The referenced bidder has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m) The referenced bidder agrees that the signed delivery of this bid represents the bidder’s acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

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:

- a) 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.
- b) 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
- c) 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:

No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.

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**

STATEMENT OF COMPLIANCE

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

Authorized Signature _____
Title _____
Date _____

7.6 Appendix F - 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.

7.7 Appendix G - Project Cost Forms

The QA contract is a firm fixed priced contract. Provide fixed priced costs for each year in the form below. The Total Cost shown in Schedule G1 must include all costs that the selected Bidder will be paid by DHSS. Bidder should provide cost break-up for each fiscal year in the forms listed below for each year. QA costs must be captured separately from staff augmentation costs. Forms for QA cost breakdowns and Staff Augmentations are provided below.

7.7.1 Appendix G1 -Cost Summary

COST WORKSHEET 2010-2014 FISCAL YEARS		
Fiscal Year	Estimated Hours	Yearly Total
FY2010 (7/1/09 through 6/30/10)		
FY2011 (7/1/10 through 6/30/11)		
FY2012 (7/1/11 through 6/30/12)		
FY2013 (7/1/12 through 6/30/13) (Optional)		
FY2014 (7/1/13 through 6/30/14) (Optional)		
GRAND TOTAL COST		

7.7.2 Appendix G2 – Quarterly Billable Costs

Bidders must provide total costs for each quarter. Total Costs for each quarter in year shall equal the sums listed under on schedule G1. There is a mandatory 10% hold back on each quarter QA cost, the hold back will be paid to the contractor after obtaining the federal certification for the system.

Fiscal Year	Qtr #	Total Cost	Percent Holdback	Holdback Amount	Payment Amount	Total Billed (To-Date)	Total Paid (To-Date)	Total Holdback (To-Date)
2010 - 2011	Q1	\$ ###.##	10%					
2010 - 2011	Q2		10%					
2010 - 2011	Q3		10%					
2010 - 2011	Q4		10%					
2011 - 2012	Q1		10%					
2011 - 2012	Q2		10%					
2011 - 2012	Q3		10%					
2011 - 2012	Q4		10%					
2012 - 2013	Q1		10%					
2012 - 2013	Q2		10%					
2012 - 2013	Q3		10%					
2012 - 2013	Q4		10%					
2013 - 2014	Q1		10%					
2013 - 2014	Q2		10%					
2013 - 2014	Q3		10%					
2013 - 2014	Q4		10%					
GRAND TOTALS								

7.7.3 Appendix G3 – Yearly Cost Breakdown

Provide the break-up of fixed priced costs for each year for fiscal years (July 1 – June 30 of the following year) 2010 – 2014 in the forms provided below for each year.

COST BREAKDOWN WORKSHEET FOR FISCAL YEAR – 2010 (7/1/09 through 6/30/10)				
Direct Labor Cost Listed by Category	Resource Name(s)	Rate Per Hour (\$ ##.##)	Estimated Hours (##.##)	Yearly Total (\$ ##.##)
Task A: QA Manager				
Task B: QA Lead				
Task C: Labor Cost Category				
GRAND TOTAL FOR FISCAL YEAR – 2010				

COST BREAKDOWN WORKSHEET FOR FISCAL YEAR – 2011 (7/1/10 through 6/30/11)				
Direct Labor Cost Listed by Category	Resource Name(s)	Rate Per Hour (\$ ##.##)	Estimated Hours (##.##)	Yearly Total (\$ ##.##)
Task A: QA Manager				
Task B: QA Lead				
Task C: Labor Cost Category				
GRAND TOTAL FOR FISCAL YEAR – 2011				

COST BREAKDOWN WORKSHEET FOR FISCAL YEAR - 2012 (7/1/11 through 6/30/12)				
Direct Labor Cost Listed by Category	Resource Name(s)	Rate Per Hour (\$ ##.##)	Estimated Hours (##.##)	Yearly Total (\$ ##.##)
Task A: QA Manager				
Task B: QA Lead				
Task C: Labor Cost Category				
GRAND TOTAL FOR FISCAL YEAR - 2012				

COST BREAKDOWN WORKSHEET FOR FISCAL YEAR - 2013 (7/1/12 through 6/30/13) (Optional Extension Period)				
Direct Labor Cost Listed by Category	Resource Name(s)	Rate Per Hour (\$ ##.##)	Estimated Hours (##.##)	Yearly Total (\$ ##.##)
Task A: QA Manager				
Task B: QA Lead				
Task C: Labor Cost Category				
GRAND TOTAL FOR FISCAL YEAR - 2013				

COST BREAKDOWN WORKSHEET FOR FISCAL YEAR – 2014 (7/1/13 through 6/30/14) (Optional Extension Period)				
Direct Labor Cost Listed by Category	Resource Name(s)	Rate Per Hour (\$ ##.##)	Estimated Hours (##.##)	Yearly Total (\$ ##.##)
Task A: QA Manager				
Task B: QA Lead				
Task C: Labor Cost Category				
GRAND TOTAL FOR FISCAL YEAR – 2014				

7.7.4 Appendix G4 – Staff Augmentation Rates

Bidder shall list the fully loaded hourly rate for each person bid. These rates will be binding and will be used to estimate costs in the event of a change to project scope. Fully loaded hourly rates represent the hourly labor rate that encompasses all costs to the Bidder for providing additional services to the State for additional tasks may or may not be covered by this contract, for changes in project scope. Costs included in the hourly rate would include employee salary, benefits and taxes, overhead, lodging, travel, supplies, incidentals, etc. This cost will be applied against estimated hours for each additional task referenced in this section, above, using the formula $\text{Task Hours} \times \text{Hourly Rate} = \text{Total task costs}$. The inflation factor that may be applied to such hourly rates as defined herein is 2% per annum.

STAFF AUGMENTATION RATES HOURLY RATES FOR FISCAL YEARS – 2010 - 2014					
Position Title	2009-2010 (\$ ##.##)	2010-2011 (\$ ##.##)	2011-2012 (\$ ##.##)	2012-2013 (\$ ##.##)	2013-2014 (\$ ##.##)

7.8 Appendix H - State of Delaware Contracts Disclosure

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

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.

7.9 Appendix I - Crosswalk of RFP

S. No	RFP Section #	RFP Section Name	Proposal Volume #	Proposal Section #	Proposal Section Name
1.	3.15.1	Quality Assurance Management Plan	V1 or V2		
2.	3.15.2	Task Management and Reporting			
3.	3.15.3	Process and Product Quality Assessment			
4.	3.15.4	Monthly Reports			
5.	3.15.5	Project Risk Assessment			
6.	3.15.6	Review of Project Deliverables			
7.	3.15.7	Review of Project Budget and Issues			
8.	3.15.8	Review of Project Schedule and Resources			
9.	3.15.9	Review of Design and Development Process			
10.	3.15.10	Review of Testing Process			
11.	3.15.11	Review of Data Conversion Process			
12.	3.15.12	Review of Training Process			
13.	3.15.13	Review of Implementation Process			
14.	3.15.14	QA Status Report			
15.	3.15.15	Recurring Tasks and Deliverables			
16.	3.15.16	IV & V Reviews			
17.	3.17	Required Experience			
18.	5.3.1	Transmittal Letter (Section A)			

S. No	RFP Section #	RFP Section Name	Proposal Volume #	Proposal Section #	Proposal Section Name
19.	5.3.2	Required Forms (Section B)			
20.	5.3.3	Executive Summary (Section C)			
21.	5.3.4	QA Plan and QA Requirements (Section D)			
22.	5.3.5	Key Personnel Experience and Capabilities (Section E)			
23.	5.3.6	Organizational Capabilities (Section F)			
24.	5.4.1	Project Costs and Budget (Section A)			
25.	5.4.2	Bidder Stability and Resources (Section B)			

7.10 Appendix J - Bidder's 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 # _____

DELIVERY DAYS/COMPLETION TIME _____

F.O.B. _____

TERMS: _____

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.

7.11 Appendix K – Minority and Women Business Enterprise



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

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

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please print)

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one

Corporation _____ Partnership _____ Individual _____

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

(302) 739-1965 Certification # _____ Certifying Agency _____ <http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____
NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____ CITY
OF _____ COUNTY OF _____ STATE OF _____

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

7.12 Appendix L - Bidder Project Experience

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

7.13 Appendix M – Non-Disclosure Statement



**DELAWARE HEALTH
AND SOCIAL SERVICES**
Division of Management Services

"DMS – Serving Those Who Serve Delaware"

Information Resource Management

NON-DISCLOSURE AGREEMENT

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.
4. The information available to the contractor during the contract period will be protected in accordance with IRS Safeguard requirements, Publication 1075 Tax Information Security Guidelines.

Vendor Name _____

Vendor Representative Name _____

Signature _____

Vendor Representative Title _____

Date _____

7.14 Appendix N – Non-Collusion Statement



NON-COLLUSION STATEMENT & CLASSIFICATIONS FORM

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR BID 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.

This is to certify that the above referenced offer has neither directly nor 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.

The above 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

7.15 Appendix O - Contractor Confidentiality and Data Integrity Agreement

State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature _____

Date _____

Contractor Name _____

7.16 Appendix P – IRS Publication 1075 – General Services

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Contractor Name _____

Contractor Representative Name _____

Signature _____

Contractor Representative Title _____

Date _____

7.17 Appendix Q - Sub-Contractor Roster

PRIME BIDDER: _____

Subcontractor Name	
Street Address	
City, State, Zip	
Phone Number	
% of Total Project Dollars	
% of Total Project Labor Hrs.	
Project Role/Function (Describe):	

Subcontractor Name	
Street Address	
City, State, Zip	
Phone Number	
% of Total Project Dollars	
% of Total Project Labor Hrs.	
Project Role/Function (Describe):	

Signature of Authorized Representative_____
Title / Company_____
Date

7.18 Appendix R – DACSES Replacement Implementation Deliverables**(A). MANAGEMENT OF THE PROJECT DELIVERABLES**

- a) Weekly updates of the project plan
- b) Weekly status reports
- c) Weekly updates to issues log
- d) Weekly defect reports
- e) Weekly project metrics reports
- f) Monthly updates of the project plan
- g) Monthly status reports
- h) Monthly updates to issues log
- i) Monthly defects reports
- j) Monthly project metrics reports
- k) Monthly risk register report
- l) Monthly change management log/report
- m) Monthly project organizational status/change report
- n) Monthly Quality Assurance report
- o) Monthly Status Report to senior project management

(B). PLANNING DELIVERABLES

- a) Project Management Plan, to include
 - i. Quality Assurance Management Plan
 - ii. Risk Management Plan
 - iii. Scope Control Plan
 - iv. Change Control and Issue Management Plan
 - v. Procurement Management Plan
- b) Enterprise Architecture Management Plan
- c) Disaster Recovery Management Plan
- d) System Capacity Management Plan
- e) Hardware and Software Management Plan
- f) Database Development Management Plan
- g) Application Development Management Plan
- h) Configuration Management Plan
- i) Ease of Use Management Plan
- j) Requirements Review and Release Management Plan
- k) Application Quality Assurance Management Plan
- l) Operations Support Management Plan

- m) Data Conversion Management Plan
- n) Test Management Plan
- o) Security Management Plan
- p) Training Management Plan
- q) Quality Assurance Management Plan
- r) Planning Acceptance Report
- s) Document Templates for all Deliverables
- t) Occupancy permit for Project Site

(C). ANALYSIS AND DESIGN - FUNCTIONAL DESIGN DELIVERABLES

- a) Functional Design Plan
- b) Ease of Use Functional Design
- c) Security Functional Design
- d) Case Initiation Functional Design
- e) Case Management Functional Design
- f) Location Functional Design
- g) Customer/Client Servicing Functional Design
- h) Financial Management Functional Design
- i) Enforcement Functional Design
- j) Reporting Functional Design
- k) Functional Design Acceptance Report
- l) Application Architecture Design
- m) Application Design Acceptance Report
- n) Validation of Requirements and Deliverables Report
- o) Legacy information Continuity Plan

(D). ANALYSIS AND DESIGN - TECHNICAL DESIGN DELIVERABLES

- a) Technical Design Plan
- b) Hardware Technical Design
- c) Software Technical Design
- d) Network Communications Technical Design
- e) Ease of Use Technical Design
- f) Security Technical Design
- g) Case Initiation Technical Design
- h) Case Management Technical Design
- i) Location Technical Design
- j) Customer/Client Servicing Technical Design
- k) Financial Management Technical Design
- l) Enforcement Technical Design

- m) Reporting Technical Design
- n) Technical Design Acceptance Report
- o) System Architecture Design
- p) System Architecture Design Acceptance Report
- q) Network Architecture Design
- r) Network Architecture Design Acceptance Report

(E). ANALYSIS AND DESIGN - HARDWARE/SOFTWARE DESIGN DELIVERABLES

- a) Hardware Requirements Report
- b) Hardware Procurement Plan
- c) Hardware Purchase Orders
- d) Hardware Installation Acceptance Report
- e) Software Requirements Report
- f) Software Procurement Plan
- g) Software Purchase Orders
- h) Software Installation Acceptance Report
- i) Standardized Functional and Technical Design Software
- j) Configuration Management Automation Software
- k) Data and Object Analysis Software
- l) Defect Tracking Software
- m) Regression Testing Software
- n) Performance Testing Software
- o) Performance Monitoring Software
- p) Hardware Architecture Design
- q) Hardware Architecture Design Acceptance Report

(F). LEGACY DATA CONVERSION DELIVABLES

- a) Data Conversion Plan
- b) Data Conversion Requirements/Specifications
- c) Data Conversion Schedule
- d) Mock Conversation Plan
- e) Mock Conversion QA Results
- f) Mock Conversion Acceptance Report
- g) Data Conversion QA Results
- h) Data Conversion Acceptance Report

(G). SYSTEMS DEVELOPMENT AND UNIT TESTING DELIVERABLES

- a) Development and Unit Testing Plan
- b) Development and Unit Testing Schedule
- c) Ease of Use Development Plan
- d) Ease of Use Test/QA Plan
- e) Ease of Use QA Report
- f) Security Development Plan
- g) Security Test/QA Plan
- h) Security QA Report
- i) Case Initiation Development Plan
- j) Case Initiation Test/QA Plan
- k) Case Initiation QA Report
- l) Case Management Development Plan
- m) Case Management Testing/QA Plan
- n) Case Management QA Report
- o) Location Development and Testing Plan
- p) Location Testing and QA Plan
- q) Location QA Report
- r) Customer/Client Servicing Development Plan
- s) Customer/Client Servicing Testing and QA Plan
- t) Customer/Client Servicing QA Report
- u) Financial Management Development Plan
- v) Financial Management Testing and QA Plan
- w) Financial Management QA Report
- x) Establishment Development Plan
- y) Establishment Testing and QA Plan
- z) Establishment QA Report
- aa) Enforcement Development Plan
- bb) Enforcement Testing and QA Plan
- cc) Enforcement QA Report
- dd) Reporting Development Plan
- ee) Reporting Testing and QA Plan
- ff) Reporting QA Report

(H). INTEGRATION, SYSTEM and PERFORMANCE TESTING DELIVERABLES

- a) Integration, System and Performance Test Plan
- b) Integration, System and Performance Test Schedule
- c) Ease of Use Test Plan
- d) Ease of Use Test Results

- e) Ease of Use Test Report
- f) Security Test Plan
- g) Security Test Results
- h) Security Test Report
- i) Case Initiation Test Plan
- j) Case Initiation Test Results
- k) Case Initiation Test Report
- l) Case Management Test Plan
- m) Case Management Test Results
- n) Case Management Test Report
- o) Location Test Plan
- p) Location Test Results
- q) Location Test Report
- r) Customer/Client Servicing Test Plan
- s) Customer/Client Servicing Test Results
- t) Customer/Client Servicing Test Report
- u) Financial Management Test Plan
- v) Financial Management Test Results
- w) Financial Management Test Report
- x) Establishment Test Plan
- y) Establishment Test Results
- z) Establishment Test Report
- aa) Enforcement Test Plan
- bb) Enforcement Test Results
- cc) Enforcement Test Report
- dd) Reporting Test Plan
- ee) Reporting Test Results
- ff) Reporting Test Report
- gg) User Acceptance Test Report
- hh) Software source code as defined in section 4.9.3, above
- ii) System Performance test plan
- jj) System Performance test results
- kk) System Performance test report

(I). ACCEPTANCE AND DISTRIBUTION TESTING DELIVERABLES

- a) Acceptance and Distribution Testing Plan
- b) Acceptance and Distribution Testing Schedule
- c) Acceptance and Distribution Testing Results Ease of Use
- d) Acceptance and Distribution Testing results Security

- e) Acceptance and Distribution Testing results Case Initiation
- f) Acceptance and Distribution Testing results Case Management
- g) Acceptance and Distribution Testing results Location Implementation Report
- h) Acceptance and Distribution Testing results Customer/Client Servicing
- i) Acceptance and Distribution Testing result Financial Management
- j) Acceptance and Distribution Testing results: Establishment
- k) Acceptance and Distribution Testing result Enforcement
- l) Operational Use and Readiness Report (User Acceptance Report)

(J). STATEWIDE IMPLEMENTATION DELIVERABLES

- a) Statewide Implementation Plan
- b) Statewide Implementation Schedule
- c) Statewide Implementation Report
- d) Operations Support Plan
- e) Operational Transition/Hand-off Plan
- f) Operational Transition/Hand-off Schedule
- g) Maintenance Transition Plan
- h) Maintenance Transition Schedule
- i) Maintenance Transition Report
- j) Operational Transition Report
- k) Operational Transition Acceptance Report
- l) Configuration Management Database
- m) System Source Code
- n) Fully implemented system including failover and disaster recovery plans and capabilities.

(K). TRAINING DELIVERABLES

- a) Training Plan
- b) Training Schedule
- c) Training Class Reports
- d) User Manuals
- e) User Desktop Aids
- f) Training Manual
- g) Web Based Training Center
- h) Security Training Materials
- i) Financial Management Training Materials
- j) Enforcement Training Materials
- k) Client/Customer Support Training Materials
- l) Location Training Materials

- m) Case Management Training Materials
- n) Case Initiation Training Materials
- o) Reporting Training Materials
- p) Establishment Training Materials
- q) Technical Training Materials
- r) Operational Training Materials
- s) Trainer Training Materials
- t) Supervisor/Manager Training Materials
- u) Maintenance Training Materials
- v) Training Acceptance Report

(L). DOCUMENTATION DELIVERABLES

- a) Documentation Plan
- b) Documentation Schedule
- c) Security Procedures
- d) Financial Management Procedures
- e) Enforcement Procedures
- f) Client/Customer Support Procedures
- g) Location Procedures
- h) Case Management Procedures
- i) Case Initiation Procedures
- j) Establishment Procedures
- k) Technical Support Procedures
- l) System Operations Procedures
- m) System Maintenance Procedures
- n) System Disaster Recovery Procedures
- o) Source Code Library and Documentation
- p) Documentation Acceptance Report

(M). Federal Certification Compliance Deliverables

- a) Federal Certification Compliance Plan
- b) Federal Certification Compliance Schedule
- c) Federal Certification Compliance Narrative
- d) Federal Certification Compliance Demonstration report
- e) Federal Compliance Certification
- f) Federal Certification Compliance Acceptance Report

(N). Twelve (12) Month Warranty and Post-Implementation Support Period**Deliverables**

- a) Help desk staffing plan
- b) Help desk reports
- c) Warranty support plan
- d) Warranty defects log
- e) Warranty remediation/prioritization plan
- f) Customer Service Bulletins
- g) Software repairs and corrections
- h) Warranty Completion Report
- i) Warranty Completion acceptance report