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**REQUEST FOR PROPOSAL # PSC HSS 10-033**

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.

Questions referencing this RFP shall be submitted electronically via e-mail and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the contract as an addendum. Any verbal responses will be informational only and non-binding. Bidders may not contact State staff with questions. Only those questions received by:

**Troy McDaniel**  
**Division of Medicaid and Medical Assistance**  
**Department of Health and Social Services**  
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by **October 16, 2009** will be considered. DHSS shall not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at [www.state.de.us/dhss/rfp/dhssrfp.htm](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

**Restrictions on Communications with State Staff:**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Medicaid and Medical Assistance staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Troy McDaniel is restricted to emailed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

**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 Introduction

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## 1.1 *Overview*

This is a Request for Proposal (RFP) for the Medicaid Information Technology Assessment (MITA) State Self-Assessment (SS-A) and the Medicaid Management Information System (MMIS) Automated System Planning issued by the Division of Medicaid and Medical Assistance (the Division). The Division is housed within the state's Department of Health and Social Services (DHSS) and will coordinate the tasks of this project with the necessary state agencies and the Medicaid fiscal agent, the current operator of the MMIS system.

This is a two part project that will require experience with MITA Framework 2.0 and Automated System Planning. The project will entail the comprehensive analysis of the Medicaid Business processes. The MITA assessment will be an input to the automated system planning segment of the project. Due to the combined scope of these projects and federal requirements that preclude the current fiscal agent from bidding on MMIS system planning activities, Delaware Medicaid will only accept bids from vendors that are independent from the current fiscal agent.

## 1.2 *Background*

The Department of Health and Social Services (DHSS) is the single State agency mandated by the federal government and the State of Delaware to administer state and federally funded financial and medical assistance programs for Delaware's needy citizens. The Division manages most of the medical programs within the department and coordinates its efforts with other state agencies that provide medical services.

Delaware utilizes the services of a contracted fiscal agent that processes all fee-for-service claims, issues monthly capitation payments to the commercial managed care organizations, and receives and stores encounter claims from the managed care companies. This vendor also maintains and operates Delaware's MMIS system and provides the following services: Client Pharmacy Call Center, Pharmacy Consultant, Health Benefit Management, Provider Relations, and Third Party Liability Pay and Chase activities.

The current fiscal agent contract expires on July 1, 2012. The Centers for Medicare & Medicaid Services (CMS) requires Delaware to have a new contract in place on this date. States are given the option to use the existing MMIS system or develop a new MMIS system. The division has decided to maintain the current MMIS system and procure a vendor to takeover this system and all duties of the current fiscal agent.

One of the driving forces for the system planning activities will be the MITA SSA. On April 1, 2007, CMS introduced a national initiative in which States were instructed by CMS to begin conducting assessments of their Medicaid business enterprises. CMS has a long term goal to gain efficiencies and cost savings through standardization and reuse of system solutions. The MITA SS-A is a process that States use to review their strategic

goals and objectives, measure their current business processes and capabilities against MITA defined business capabilities, and ultimately develop target capabilities and a process to maintain these long-term enterprise goals. Through this the state expects to transform its Medicaid enterprise to be consistent with MITA principles.

### **1.3 *Project Goals***

The MITA SS-A will be initiated before the automated system planning process. The results of the MITA SS-A become part of the procurement lifecycle and are submitted to CMS in the advance planning document update (APDU) to secure funding for the design, development, and implementation of upgrades to the current MMIS system during takeover. The MITA SS-A will guide the state in determining necessary upgrades during the transition of the system. The SS-A then becomes an evolving document that directs future enhancements. The document will be used as a planning tool for the state and a form of measure for CMS to assess MMIS enhancements against the baseline assessment.

The objective of the Automate System Planning portion of the project is: to develop the requirements for fiscal agent responsibilities; utilize the approved MITA SS-A and evaluate other needs for system enhancement at takeover; prepare the appropriate advanced planning document (APD); prepare an implementation RFP and; to facilitate meetings and documentation for the selection of a contractor to serve as the Medicaid fiscal agent and systems development contractor.

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

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

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

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

### **2.2 *The Division***

The mission of the Division of Medicaid and Medical Assistance is to improve health outcomes by ensuring that the highest quality medical services are provided to the vulnerable populations of Delaware in the most cost effective manner. DMMA administers five major health care programs: Medicaid; Delaware Healthy Children Program (also known as CHIP); Delaware Prescription Assistance Program (DPAP); Chronic Renal Disease Program; and the Non-Citizen Healthcare Program. In combination, these programs provide health coverage to approximately 170,000 individuals each month. Medicaid, alone, currently has over 160,000 enrollees. That is more than one out of every five Delawareans.

DMMA maintains the Diamond State Health Plan (DSHP), a Medicaid managed care program for the categorically eligible population under Medicaid eligibility guidelines and the uninsured non-categorically eligible citizens with incomes below 100 percent of the Federal Poverty Level (FPL). DSHP was established as a mandatory program and had enrolled 120,000 Medicaid clients or roughly seventy four percent (75%) of the total Medicaid population as of March 2009. Currently, all Medicaid clients are eligible for the DSHP except those in long-term care and home-and community-based waiver programs, and dual eligibles.

All traditional Delaware Medicaid benefits are included in the capitated benefit package with some notable exceptions. Pharmacy, dental, non-emergency transportation, extended long-term care and behavioral health benefits, and other services such as specialized services for children e.g., PPEC (Prescribed Pediatric Extended Care) are all excluded from the capitated benefit package. All non-capitated services, however, continue to be available to DSHP recipients and are covered by Medicaid and the

State's DHCP (CHIP) program on a fee-for-service (FFS) basis. Of the 120,000 Medicaid clients enrolled in the DSHP in March 2009, 111,600 are enrolled with one of two commercial managed care companies. The remaining clients are in the State-operated MCO, Diamond State Partners (DSP).

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

The four groups responsible for the development and operation of the automated systems that support the Division are described below. These groups represent the Division, Department, State, and MMIS system resources that will be responsible for the success of the project.

#### **2.3.1 Information System Unit**

The division's Information System Unit (ISU) is responsible for working with Medicaid policy and operational staff, state application support staff, federal agencies, contractor staff and any other automated systems user, programming support or policy development staff that rely on data systems. For this project, ISU staff, along with other key DMMA staff, will work with state, current vendors and the selected contractor on a daily basis during the MITA SS-A and system planning project. One co-project director will be assigned from this unit and will be responsible for overall project coordination with DMMA business staff and fiscal agent staff.

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

The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and advice on automated systems software and development. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications and Helpdesk support group. For this project, IRM will provide a co-project director for consulting support and advice to assure that technical questions and issues are resolved quickly. Additionally, IRM will provide system planning guidance to insure a smooth technical transition to the selected vendor.

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

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

#### **2.3.4 Electronic Data Systems, LLC.**

Electronic Data Systems, LLC. (EDS) is the Medicaid Fiscal Agent for the State. EDS operates and maintains the Medicaid Management Information System and Atlantes case management system. EDS provides claims processing and all mandatory MMIS functions. In addition, the Department contracts with EDS for pharmacy consultant services, a client pharmacy call center, provider relations, preferred drug list and drug supplemental rebates, Delaware Prescription Assistance Program processing, e-Prescribing, third party liability verification and lead processing, Drug Utilization and

Review, Health Benefit Management services, Health Care Program Premium processing, and ad-hoc query environment management.

## 3 State Responsibilities

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

### 3.1 *Staffing Roles*

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

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

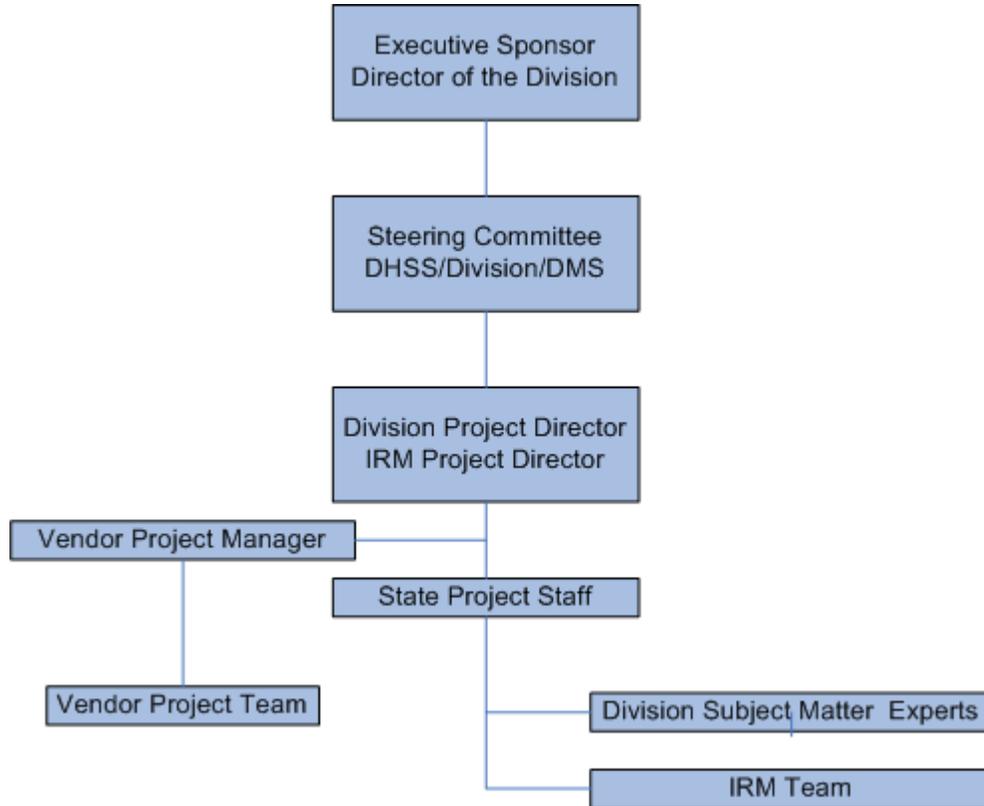
The IRM Project Director will serve as primary technical liaison to ensure that contractor and State technical staff work together effectively to identify current and future technology considerations and make key technology decisions to facilitate the transition to a new fiscal agent. The IRM Project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

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

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

### 3.2 *Project Organization Chart*

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



### 3.3 *State Staff Participation*

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

### 3.4 *Resource Availability*

State staff are on site from 8:00 AM to 4:30 PM on State business days, although some staff flex their schedules. Please refer to the links in Appendix D for more information on the DHSS IT environment.

### **3.5 *Deliverable Review***

It is the responsibility of the State to perform deliverable review. DTI may participate in the review process for certain deliverables. It is the responsibility of the State to review all project deliverables in the agreed upon timeframe. The State will notify the bidder of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal State approval.

## **4 Contractor Responsibilities/Scope of Services**

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

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

- The bidder must describe in detail any experience that it has relevant to the tasks in this RFP including experience with MITA SS-A, automated systems planning and government health and social service agencies.
- The bidder must provide documented experience of successfully performing work on projects of a similar size and scope that are required in the RFP.
- The bidder must describe recent experience in:
  - Developing a MITA SS-A
  - Developing functional requirements definitions.
  - Developing a General Systems Design documents.
  - Preparing a Advanced Planning Document (APD)
  - Preparing a Request for Proposal (RFP)
  - Facilitating implementation vendor evaluation and selection activities.

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

### **4.1 Staffing**

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

- Project director
- Project manager

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

#### **4.1.1 On-Site Staffing Requirement**

The following key contractor staff are required to be on-site the majority of the time at the Biggs Building or the Lewis Building on the DHSS Campus in New Castle, Delaware

- Project Manager and
- Additional key project staff

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

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

#### 4.1.2 Offsite Project Work

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

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

- Provide a detailed description of work to be completed offsite along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.
- Provide an organization chart with job titles of offsite staff and their relationship to the bidder.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by bidder staff or subcontractors.
- For offsite subcontractor or bidder staff, please include the names and resumes of key staff, highlighting prior participation on similar projects. Also provide named or sample resumes for lower level staff.
- Provide a detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. The State prefers that the offsite project manager be a bidder employee. Please refer to RFP Section 4.1 for normal bidder staffing requirements.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by the State.
- Provide a description of prior bidder organization experience with use of offsite bidder staff or subcontractors and provide U.S. client references for that work.
- Provide a detailed description of proposed project manager's experience in directing offsite staff and/or subcontractors.
- Describe your understanding that the State will only provide management of this project and bidder resources through the on-site project manager. All management/relationships with offsite resources, whether bidder staff or subcontractors, will be handled by the respective bidding organization.

#### 4.1.3 Offshore Project Work

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

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

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

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

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

### ***4.2 Project Management***

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

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

The selected vendor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration. See Section 7.8: Terms and Conditions, Confidentiality.

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

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

- DHSS Information Technology (IT) Standards
- State of Delaware Web Standards
- DTI Executive Sponsor Reporting Standards and Change Management Standards

Vendors must also comply with DTI policies and standards and DHSS Information Technology (IT) Standards, which will be distributed at the pre-bid meeting upon vendor signature of a non-disclosure agreement.

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

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

The Contractor must describe their understanding of the scope of the total work effort required by this RFP. Emphasis is on the limited availability of State staff for the project and the expectation that the contractor express in detail their understanding of the following contractor responsibilities:

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

#### **4.6 Deliverables**

All deliverable documentation will be initially introduced in an "Outline and Sample Contents" template submitted by the contractor. State staff will approve each template or provide state approved sample boiler plates. Federal approval may be required. Each deliverable will follow their respective approved template design.

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

Each deliverable will be reviewed by DHSS and will require formal approval from DHSS, including the two State Project Directors, prior to milestone approval and payment. Bidder will include reasonable federal timeframes in the project plan for those deliverables requiring federal review, comment and approval.

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

	<b>Project Deliverables &amp; Milestones</b>
<b>Phase 1</b>	<b>Deliverable 1:</b> Project Overview
	<b>Deliverable 2:</b> MITA Framework Presentation and Training
	<b>Deliverable 3:</b> Detailed Project Plan
	<b>Deliverable 4:</b> Deliverable Document Templates
	Approval of Phase 1 <b>(M1)</b>
<b>Phase 2</b>	<b>Deliverable 5:</b> List and Prioritize the State's Goals and Objectives
	<b>Deliverable 6:</b> Define the State's Current Business Model and Map to the MITA Business Process Model
	<b>Deliverable 7:</b> Assess the State's Current Capabilities - "As Is"
	<b>Deliverable 8:</b> Determine the States Target Capabilities - "To Be"
	<b>Deliverable 9:</b> Develop a transition and Implementation Plan
	<b>Deliverable 10:</b> Develop and Submit SS-A to CMS
	Approval of Phase 2 <b>(M2)</b>
<b>Phase 3</b>	<b>Deliverable 11:</b> Functional Requirements
	<b>Deliverable 12:</b> Advance Planning Document Update (APDU)
	<b>Deliverable 13:</b> Takeover Vendor Request For Proposal (RFP)
	<b>Deliverable 14:</b> Facilitate Vendor Selection
	Approval of Phase 3 <b>(M3)</b>

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

#### **4.6.1 Phase 1: Project Start**

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

- **Deliverable 1: Project overview**

The contractor will meet with state staff to present an overview of the project. The agenda for this discussion will include project overview, goals and objectives, project team identification, data requirements, methods of collecting information, other key tasks, deliverables, and a project timeline.

- **Deliverable 2: MITA Framework Presentation**

Develop a presentation or training package to introduce DMMA staff to MITA. Including Concept of Operations, MITA Maturity Model and its use as a tool, The Business

Process Model and its function, The Business Capability Matrix, and how these components are pulled together to produce the MITA Self-Assessment.

- **Deliverable 3: Detailed Project Plan**

Bidder must create a project plan with the following information:

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

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

- **Deliverable 4: Deliverable Document Templates**

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

- **Milestone 1**

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

#### **4.6.2 Phase 2: MITA State Self Assessment**

The primary component of this project is the development of the MITA Self-Assessment for Delaware Medicaid. CMS has requested that all states develop the MITA Self-Assessment and has placed restrictions on enhanced funding to encourage the adoption of MITA into the state Medicaid enterprise. The SS-A is a process that a State uses to review its strategic goals and objectives, measure its current business processes and capabilities against MITA business capabilities, and ultimately develop target capabilities to transform its Medicaid enterprise to be consistent with MITA principles. The bidder must collect and organize the data necessary to develop the SS-A. This includes meetings, organization, documentation, and development of the components of the Business Architecture.

The Bidder will utilize the guidelines for developing the SS-A from MITA Framework 2.0, Part 1, Appendix E, Template 2 and chart the results using MITA Framework 2.0, Part 1, Appendix E, Template 3. Please refer to the links in Appendix D for more information on the MITA Framework.

The deliverables for this section will also include documentation to justify the decisions made in each step of the SS-A.

- **Deliverable 5: List and Prioritize the State’s Goals and Objectives**

The contractor is expected to coordinate and facilitate meetings to assist the state in identifying its Medicaid goals and objectives (e.g., improving access to preventive services, reducing medical errors by providing online access to prescription history and lab test results) and refining and prioritizing them to use as guides for selecting improved business capabilities. The goals need to be defined to a level of detail that allows for the identification of specific outcomes and performance measures. The deliverable is a document containing a comprehensive list of goals and objectives for DMMA.

- **Deliverable 6: Define the State’s Current Business Model and Map to the MITA Business Process Model**

The contractor is expected to coordinate and facilitate meetings with state and vendor staff in each functional area to review and document the current business processes and map them to the MITA Business Process Model (see MITA Framework 2.0, Part I Chapter 4 and Appendix C). States have different business models and use different vocabulary to describe their business areas and business processes. The mapping exercise will allow the state to compare its operations to the standard established in the MITA model. Medicaid business processes that are not contained in the MITA BPM should also be defined with business capability statements. The deliverable must contain the following components,

- Completion of columns 1 through 4 of Template 3
- Detailed documentation of the State’s current business
- UML to graphically depict the process
- Documentation that explains exceptions, additions, and reasons for merging business processes.

- **Deliverable 7: Assess the State’s Current Capabilities - “As Is”**

The contractor is expected to coordinate and facilitate meetings with state and vendor staff in each functional area to Review Description and Attributes for each Level of Maturity and determine which Level best describes State’s current “As Is” capabilities. Use the general guidelines regarding maturity levels found in the MITA framework document to assign “As-Is” maturity levels to State-unique business processes. The deliverable must contain the following components

- Completion of columns 5 of Template 3
- Business capability Matrix
- Documentation that explains the selection of the maturity level

- **Deliverable 8: Determine the States Target Capabilities - “To Be”**

The contractor is expected to coordinate and facilitate meetings with state and vendor staff in each functional area to Review Description and Attributes for each Level of Maturity and determine which Level best describes State’s current “To Be” capabilities. Use the general guidelines regarding maturity levels found in the MITA framework to assign “To Be” maturity levels to State-unique business processes. The deliverable must contain the following components:

- Completion of columns 6 of Template 3
- Documentation that explains the selection of the maturity level

- **Deliverable 9: Utilize the SS-A to develop a transition and Implementation Plan**

It is expected that the process of developing the SS-A will facilitate high level gap analysis so that the recommended tasks and activities needed to achieve DHSS maturity level goals will be produced by the contractor. This will be documented as a Transition and Implementation plan to assist DHSS in achieving targeted improvements in IT to meet the “to be” goals of Delaware Medicaid. The plan should take into account the initiatives and planned changes as represented in current system change controls. The plan should also identify updates to target in subsequent IT enhancements and DHSS processes. The plan should clearly show why higher maturity levels are achieved and identify any foreseen dependencies that first need to be addressed.

The contractor will perform the initial analysis to completion as specified in the project plan and subsequently transfer the necessary expertise, knowledge, methodology, and systems to Department staff that will maintain and enhance future iterations of the MITA model.

The deliverable is a transition and implementation plan along with documented methodology and tools for maintaining the MITA model.

- **Deliverable 10: Develop and Submit SS-A to CMS**

CMS has requested the results of MITA SS-A to be included as an attachment to the APD update for the MMIS system takeover. At minimum, Template #3 of the MITA SS-A will be attached to the APDU submission. The APD update for the system takeover and any identified enhancement will include the current MITA SS-A. The deliverable is this completed MITA SS-A.

- **Milestone 2**

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

### **4.6.3 Phase 3: Automated System Planning**

In this phase of the project the vendor will provide the services and documentation necessary to procure a vendor to run the MMIS system and serve as Fiscal Agent for Delaware Medicaid. These services will include development and submission for the Advance Planning Document Update and the Request for Proposal. DMMA and CMS must approve each document before the procurement process begins. The vendor will also facilitate the vendor selection process. The SS-A and existing change controls as selected by DMMA will be inputs to the development of these documents.

- **Deliverable 11: Functional Requirements**

The Vendor will work with DHSS project team to develop the list of requirements necessary to transition to a new vendor contract. The primary focus will be the successful transition of the system and current vendor services to the selected vendor. The enhancements identified in the MITA SS-A, the current list of outstanding change controls and the system turnover documents will be evaluated for inclusion into the requirements.

The contractor will deliver a report containing these items and document the logic behind their selection. This report will be the basis for requesting deliverables in the implementation RFP.

- **Deliverable 12: Advance Planning Document Update (APDU)**

The APDU will be developed by the vendor to document the project for CMS and request funding for the system takeover. Please see MITA State Self-Assessment Details and State Medicaid Manual Part 11 in Appendix D for links to appropriate documents for instructions and content.

- **Deliverable 13: Implementation Vendor Request For Proposal (RFP)**

This is the RFP to acquire a vendor to takeover the operation of the MMIS and provide fiscal agent responsibilities. The vendor will need to design, develop and implement the enhancements in the MMIS that meet the solution documented in the functional requirements and APDU. The format for this document will be provided to the selected planning vendor. Approval of the Implementation RFP is contingent on CMS approval of the APDU.

- **Deliverable 14: Facilitate Vendor Selection**

The Planning vendor is expected to facilitate the vendor selection process for the evaluation team and deliver a Vendor Selection Report that consists of a description of the scoring process, a listing of the evaluation team members including job title and project role, summarized proposal scoring, supporting comments by the evaluation team and a statement of the teams final recommendation for implementation vendor. State procurement guidance will be provided.

- **Milestone 3**

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

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## 5 Proposal Evaluation/Contractor Selection

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### 5.1 *Process*

Each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements. Any proposal failing to meet these requirements is subject to immediate disqualification of the Technical and Business Proposal without further review. The Business Proposal evaluation will be conducted in accordance with cost criteria listed in this RFP.

A Selection Team will review all proposals submitted in response to this RFP that meet the Mandatory Submission Requirement. The Selection Team will perform separate Technical Proposal and Business Proposal Reviews. The Business Proposal Review will be done only after the Technical Proposal Review process has been completed.

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

Selection team findings will be presented to an Executive Selection Committee. The Executive Selection Committee will review Evaluation Team findings and may request that top bidders present oral reviews and demonstrations of their proposed solutions. A potential contractor will be recommended to the Secretary of the Department of Health & Social Services. Final selection is at the discretion of the Secretary or her designee.

#### 5.1.1 **Mandatory Requirements**

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

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

#### 5.1.2 **Technical Proposal Scoring**

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

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

<b>Category</b>	<b>Maximum Assigned Points</b>
Meets Mandatory RFP Requirements	Pass/Fail
Appropriateness of Proposed Solution	30
Organization, Staff Qualifications and Experience With Similar Projects	30
Understanding Scope of the Project	10
Project Management Methodology	10
<b>Total Maximum Technical Score</b>	<b>80</b>

### 5.1.3 Business Proposal Scoring

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

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

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

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

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### 6.1 *Submission Information*

Bidders will no longer be required to make hard copies. The number of soft copies required for each proposal (Technical and Business) are:

Two (2) original CDs (Each Labeled as "Original") and six (6) CD copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specific to the proposal may be copied separately to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

In addition, see Section 8 for copies of other required forms to be included in each proposal.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

**NOTE TO VENDORS:** If you do not intend to submit a bid and you wish to be kept on the 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.

#### 6.1.1 Proposal Delivery

All CD's must be submitted to:

**Sandra Skelley, Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
1901 North DuPont Highway  
Sullivan St.  
Main Building, Second Floor, Room 259  
New Castle, DE 19720**

#### 6.1.2 Closing Date

All responses must be received no later than **December 4, 2009, 11:15 AM LOCAL TIME**. Proposals received after that time will be disqualified

#### 6.1.3 Notification of Award

Proposed date the Notification of Award will be mailed to all bidders: **February 19, 2010**

### 6.1.4 Bidder Questions

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

**Troy McDaniel**  
**Division of Medicaid and Medical Assistance**  
**Department of Health and Social Services**  
**Biggs Building, Room 10**  
**1901 N. DuPont Highway**  
**New Castle, DE 19720**  
[troy.mcdaniel@state.de.us](mailto:troy.mcdaniel@state.de.us)

by **October 16, 2009** will be considered. DHSS shall not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at [www.state.de.us/dhss/rfp/dhssrfp.htm](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

### 6.1.5 Anticipated Schedule

The Department's proposed schedule for reviewing proposals is indicated below. The Department, in all cases, will determine the ultimate timing of events related to this procurement:

<b>Event</b>	<b>Date</b>
State Publishes RFP	<b>September 21, 2009</b>
Submission of Questions	<b>October 16, 2009</b>
Response to Questions	<b>November 6, 2009</b>
Receipt of Proposals	<b>December 4, 2009</b>
Selection process	<b>January 8, 2010</b>
Negotiations (if necessary)	<b>February 5, 2010</b>
Notification of Award	<b>February 19, 2010</b>
Contract Signature	<b>March 19, 2010</b>
Project Start	<b>April 1, 2010</b>

### 6.1.6 Confidentiality and Debriefing

**Confidential Information:** The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Resumes; 3) Organization Charts. After award of the contract, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless

otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

**Debriefing:** If a bidder wishes to request a debriefing, they must submit a formal letter to:

Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
1901 North DuPont Highway  
Sullivan St.  
Main Building, Second Floor, Room 259  
New Castle, DE 19720

This must be received within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

#### **6.1.7 RFP and Final Contract**

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

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

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

#### **6.1.9 Modifications to Proposals**

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

#### **6.1.10 Alternative Solutions**

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

#### **6.1.11 Cost of Proposal Preparation**

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

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

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

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

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

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

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

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

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

### **6.2.2 Required Forms (Section B)**

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

- **Certification and Statement of Compliance**

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

- **Mandatory Submission Requirements Checklist**

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

- **State of Delaware Bidder Notification**

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

- **Bidders Signature Form**

Appendix J. This is a standard bidder information form.

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

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

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

Bidder shall describe the overall plan and required activities in order to implement the project within the budget and described schedule. This should include descriptions of management controls, procedures for project plan maintenance, status reporting, deliverable walkthroughs, subcontractor management, issue tracking and resolution, interfacing with State staff and other vendors.

### **6.2.5 Requirements and Deliverables (Section E)**

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

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

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

- Technical project management
- Planning
- Requirements Analysis
- MITA Assessment

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

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

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

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

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

Experience of proposed subcontractors shall be presented separately.

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

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

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

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

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

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

Costs for this project will be based upon completion of proposed deliverables and milestones. Proposed costs must be all inclusive and are considered fully loaded to compensate the contractor for full completion of the deliverables and milestones within the project schedule. Additional charges to deliver the proposed services such as travel, supplies, and postage will not be considered.

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

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

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

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

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

## **7 Terms and Conditions**

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

### **7.1 Contract Composition**

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

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

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

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

### **7.2 Payment for Services Rendered**

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

### **7.3 Contract Term**

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

### **7.4 Procedure for Contract Amendment**

This contract may be modified by written amendment duly executed by authorized officials of both parties. No alteration or variation of the terms and provisions of this contract shall be valid unless made in writing and signed by all parties. All amendments

will be based on proposals submitted by the contractor as requested by the state. The proposal must contain an overview, operational or technical solution and pricing by month and state fiscal year.

### **7.5 Contractor Monitoring/Evaluation**

The contractor may be monitored/evaluated on-site on a regular basis by representatives from the Division of Medicaid and Medical Assistance. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

### **7.6 Contractor Personnel**

DHSS shall have the right to require the Contractor to remove any individual from his/her assignment to this Agreement by the Contractor or any subcontractor, if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. If the vendor must make a staff substitution for whatever reason, a staff person with equivalent qualifications and experience will be proposed to the State as soon as possible. The State Project Director(s) must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor's choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the State Project Directors approve a proposed replacement staff member who can assume the vacated position immediately upon its vacancy.

### **7.7 DTI Requirements**

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

### **7.8 Funding**

The Department of Health and Social Services reserves the right to reject or accept any bid or portion 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 the State determines that state or federal funds are no longer available to continue the contract.

## **7.9 Confidentiality**

The selected contractor must sign a Business Associate Agreement. See link to template in Appendix D. HIPAA standards require covered entities to enter into a written contract with each business associate to extend the requirements of the HIPAA standards to the business associate who might otherwise not be subject to the regulations. The contract establishes the permitted and required uses and disclosures of the protected health information by the business associate. The agreement prohibits use or disclosure of the information other than as permitted or required by the contract or as required by law. The business associate must agree to implement reasonable and appropriate physical, technical, and administrative safeguards to protect the privacy and security of protected health information and take the steps necessary to assist DHSS to fulfill its obligations under HIPAA.

## **7.10 Method of Payment**

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

## **7.11 Substitute Form W-9**

The State of Delaware requires the awarded bidder to submit Federal Form W-9 "Request for Taxpayer identification Number and Certification" prior to the processing of any invoice or other request for payment related to the contract. This information can be submitted online at: <https://dew9.accounting.delaware.gov/accounting/w-9.nsf>

## 8 Appendices

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

- **A. General Terms and Conditions**
- **B. Certification and Statement of Compliance**
- **C. Standard Departmental Contract**
- **D. Website Links**
- **E. Key Position Resume**
- **F. Project Cost Forms**
- **G. Mandatory Submission Requirements Checklist**
- **H. State of Delaware Bidder Notification**
- **I. Crosswalk of RFP Section 4**
- **J. Bidders Signature Form**
- **K. Office of Minority and Women Business Enterprise Self-Certification Tracking Form**
- **L. Bidder Project Experience**

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

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

# Appendix

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## A. General Terms and Conditions

## **Appendix A General Terms and Conditions**

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

**1) Proposal Becomes State Property**

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

**2) RFP and Final Contract**

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

**3) Proposal and Final Contract**

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

**4) Amendments to Proposals**

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

**5) Cost of Proposal Preparation**

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

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

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

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

into the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

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

Using Appendix B, bidding contractors must certify that:

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

### **8) Ownership Rights**

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

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

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

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

The Department reserves the right to:

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

and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

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

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

### **12) Irrevocable License**

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

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

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

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

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

### **15) Hiring Provision**

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

### **16) Anti Lobbying**

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

**17) Anti Kick-back**

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

**18) Delaware Contract Language**

Appendix C contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

**19) Project Cost**

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

**20) Public Record**

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

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

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

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

# Appendix

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## B. Certification and Statement of Compliance



DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Date

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

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

**PROCUREMENT**

**STATEMENT OF COMPLIANCE**

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

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

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

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

# Appendix

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## C. Standard Departmental Contract

# CONTRACT

## A) Introduction

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

## B) Administrative Requirements

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

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

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

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

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

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

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

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

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

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

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.

11. This Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

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

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

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

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

- 12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

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To the Contractor at:

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- 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 – Request for Proposal (PSC XXX)
  - Appendix C – Technical Proposal
  - Appendix D – Cost Proposal
  - Appendix E – Questions and Answers in response to RFP PSC XXX
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 C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is

responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

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

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (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:

For the Department:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Appendix A - Divisional Requirements:

1. The Contractor's fiscal records and accounts, including those involving other programs that may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
2. The Contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department.
3. The Contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program.
4. The Contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
5. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
6. The Contractor must provide a copy of the Delaware Substitute Form W-9, "Request for Taxpayer Identification Number and Certification," prior to the processing of any invoice or other request for payment related to the contract. See the section on on-line submission.

# Appendix

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## D. Website Links

- DHSS Information Technology Standards:  
<http://www.dhss.delaware.gov/dhss/dms/itpubs.html>
- State of Delaware Web Standards:  
<http://www.state.de.us/sos/gic/information/webstandards.shtml>
- DTI Executive Sponsor Reporting Standards and Change Management Standards:  
<http://dti.delaware.gov/majorproj/majorproj.shtml>
- Delaware Administrative Code, Delaware Social Services Manual (DSSM):  
<http://regulations.delaware.gov/AdminCode/title16/5000/5100/index.shtml#TopOfPage>
- MITA Framework 2.0:  
[http://www.cms.hhs.gov/MedicaidInfoTechArch/04\\_MITAFramework.asp#TopOfPage](http://www.cms.hhs.gov/MedicaidInfoTechArch/04_MITAFramework.asp#TopOfPage)
- State Medicaid Manual:  
<http://www.cms.hhs.gov/Manuals/PBM/>
- Business Associate Agreement Template:  
<http://dhss.delaware.gov/dhss/dms/cmp/files/hipaabp.pdf>
- Substitute Form W-9  
<https://dew9.accounting.delaware.gov/accounting/w-9.nsf>

# Appendix

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## E. Key Position Resume

**Key Position Resume**

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

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

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

**Detail Training/Education**

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

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

**Detail Experience**

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

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

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

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

# Appendix

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## F. Project Cost Forms

### 1. Project Costs by Deliverables & Milestones

Phase	Deliverables (1-14) & Milestones (M1-3)	Deliverable Cost	Milestone Cost
<b>Phase 1</b>	Deliverable 1: Project Overview		
	Deliverable 2: MITA Framework Presentation and Training		
	Deliverable 3: Detailed Project Plan		
	Deliverable 4: Deliverable Document Templates		
	Approval of Phase 1 ( <b>M1</b> )		
<b>Phase 2</b>	Deliverable 5: List and Prioritize the State's Goals and Objectives		
	Deliverable 6: Define the State's Current Business Model and Map to the MITA Business Process Model		
	Deliverable 7: Assess the State's Current Capabilities - "As Is"		
	Deliverable 8: Determine the States Target Capabilities - "To Be"		
	Deliverable 9: Develop a transition and Implementation Plan		
	Deliverable 10: Develop and Submit SS-A to CMS		
	Approval of Phase 2 ( <b>M2</b> )		
<b>Phase 3</b>	Deliverable 11: Functional Requirements		
	Deliverable 12: Advance Planning Document Update (APDU)		
	Deliverable 13: Takeover Vendor Request For Proposal (RFP)		
	Deliverable 14: Facilitate Vendor Selection		
	Approval of Phase 3 ( <b>M3</b> )		
<b>Total Costs for Deliverables</b>			

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

#### Milestone Cost Breakdown

- M1 = Total Cost for Phase 1 deliverables – 10% retainage
- M2 = Total Cost for Phase 2 deliverables – 10% retainage
- M3 = Total Cost for Phase 3 deliverables + (Sum of M1 and M2 retainages)

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

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



# Appendix

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## G. Mandatory Submission Requirements Checklist

### Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted no later than the closing date and time	6.1.2	
The bid is submitted in separate sealed volumes containing the Technical and Business proposals	6.1	
The correct number of copies of each proposal is submitted	6.1	
Each proposal volume is labeled correctly	6.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	6.2.1	
The proposal contains a single solution in terms of this planning project	6.1.10	
Bidder/Proposed Subcontractor has appropriate project experience	6.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal CD's have been scanned and are free from viruses and other malicious software.	6.2.1	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Appendix A	
Technical proposal is submitted with a duly signed and dated copy of the Certification/Statement of Compliance	Appendix B	
Completed Project Cost Forms	Appendix F	
Technical proposal is submitted with a completed, duly signed and dated copy of the Submission Requirements Checklist	6.2.2 & Appendix G	
Completed State of Delaware Bidder Notification	Appendix H	
Completed Crosswalk of RFP Section 4	6.2.5 & Appendix I	
Completed Bidders Signature Form	Appendix J	
Project timeline does not exceed specified project length	7.3	

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

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

\_\_\_\_\_  
Date

# Appendix

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## H. State of Delaware Bidder Notification

**State of Delaware Bidder Notification**

<b>Vendor/Predecessor Firm Name</b>	<b>State Department and Division</b>	<b>Contact Name, Address and Phone Number</b>	<b>Period of Performance</b>	<b>Contract Number</b>	<b>Amount</b>
Sample Vendor Firm Name	DHSS \ DMS	Contact Name 1901 N DuPont Highway New Castle, DE 19720 302.999.9999	01/01/2002 – 12/31/2002	PSC-HSS 10-033	\$100,000

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance, contract number and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

List contracts in the format specified. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter **“No contracts to specify”** under Vendor/Predecessor Firm Name in the first row of the table.

# Appendix

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## I. Crosswalk of RFP Section 4

### Crosswalk of RFP Section 4

RFP Section	Proposal Section Number	Proposal Page Number
4 Contractor Responsibilities/Scope of Services		
4.1 Staffing		
4.1.1 On-Site Staffing Requirement		
4.1.2 Offsite Project Work		
4.1.3 Offshore Project Work		
4.1.4 Project Director Requirement		
4.1.5 Project Manager Requirement		
4.2 Project Management		
4.3 Requirement To Comply With HIPAA Regulations and Standards		
4.4 Requirement to Comply with State Policies and Standards		
4.5 Understanding of Project Scope		
4.6 Deliverables		
4.6.1 Phase 1: Project Start		
4.6.2 Phase 2: MITA State Self Assessment		
4.6.3 Phase 3: Automated System Planning		

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

# Appendix

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## J. Bidders Signature Form



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

**BIDDERS SIGNATURE FORM**

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

# Appendix

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



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

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

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

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

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

EMAILADDRESS \_\_\_\_\_

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

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

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) \_\_\_\_\_ Yes/No

Minority Business Enterprise (MBE) Yes/No \_\_\_\_\_

PLEASE CHECK ONE---CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone # (302) 739-7830 X34 (Mary Schrieber)

Fax# (302) 739-7839 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

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

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

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

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

## **Definitions**

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

### Women Owned Business Enterprise (WBE):

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

### Minority Business Enterprise (MBE):

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

### Corporation:

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

### Partnership:

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

### Individual:

Self-explanatory

For Certification in one of above bidder must contract:

Mary Schrieber

Office of Minority and Women Business Enterprise

(302) 739-7830 X 34

Fax (302) 739-7839

# Appendix

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## L. Bidder Project Experience



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

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