

STATE OF WYOMING
DEPARTMENT OF ADMINISTRATION AND INFORMATION

PROCUREMENT SECTION
700 W. 21st Street
CHEYENNE, WY 82002-0060

REQUEST FOR PROPOSAL

NO. 0279-B

WYOMING DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION

COMMUNITY SERVICES BLOCK GRANT
CENTRALIZED CLIENT AND CASE MANAGEMENT SYSTEM

OPENING DATE AND TIME

APRIL 11, 2017 – 2:00 P.M. MDT

PURCHASING REPRESENTATIVE: MANDY GERSHMEL

E-mail: mandy.gershmel1@wyo.gov

Phone: 307-777-6718

DEPARTMENT OF HEALTH
REPRESENTATIVE: REGINA DODSON

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SECTION 1: REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Online Proposals will be received for providing a centralized client and case management system FOR THE STATE OF WYOMING, Department of Health, Public Health Division, (Agency) through the Public Purchase online bidding system until May 12, 2017, 2:00 P.M (MT).

Online Proposals must include:

The technical proposal and cost proposal which must be uploaded as separate documents and identified as such.

- 1.1. No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. Proposals will not be accepted by FAX or email.
- 1.2. Proposals must be submitted through the Public Purchase online bidding system on or before the time and date specified. Proposals received after the time specified will not be considered.
- 1.3. Proposal information is restricted and not publicly available until after the award of the Contract by the Procurement Section. Once a contract has been fully signed and submitted to the A & I Procurement Office the award process will be complete.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal may be altered through the Public Purchase online bidding system prior to the specified date and time of the opening contained in this document.
- 2.2. A proposal may be withdrawn through the Public Purchase online bidding system by the Proposer up to the time of the opening. Failure of the successful Proposer to furnish the service awarded as a result of this advertisement shall eliminate the Proposer from the active Contractors list for a period of time as determined by the Procurement Section.

3. PREPARATION OF PROPOSALS:

- 3.1. No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3. Proposers are expected to examine special provisions, specifications, schedules and instructions included in this Request. Failure to do so will be at the Proposer's risk.

4. AWARD AND CONTRACT INFORMATION:

- 4.1. The State of Wyoming hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 4.2. The proposer, also, agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disability.
- 4.3. The Proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Department of Administration and Information, Procurement Section will award this contract to the firm, determined by the Wyoming Department of Health the most responsive and responsible offer, based on criteria specified herein.
- 4.5. This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.6. The successful proposer will be required to enter into and sign a formal Contract with the State with reasonable adjustments acceptable to the State. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 4.7. The Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.).

DATED THIS 12th DAY OF APRIL,

STATE OF WYOMING

Lori Galles, Manager
Procurement Section

Assigned Buyer: Mandy Gershmel

SECTION 2: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR:

- 1.1. The contractor shall function as an independent contractor for the purposes of the Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

2. INSURANCE:

- 2.1. All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The contractor agrees it will carry the insurance which is applicable to this RFP. Contractor shall provide a copy of an endorsement providing this coverage.

3. LAWS TO BE OBSERVED:

- 3.1. The contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

- 4.1. The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

- 5.1. The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which shall be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement.
- 5.2. The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.
- 5.3. Claims for money due or to become due contractor from the State under the Contract may not be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State. Notice of any assignment or transfer shall be furnished to the State.
- 5.4. The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6. TERMINATION OF CONTRACT:

- 6.1. Termination of the Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. The Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. The Contract shall remain in full force and effect until terminated as provided herein.
- 6.2. The State may, upon ten days written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this contract shall, at the option of the State become its property upon payment for services rendered through the termination of the Contract.
- 6.3. Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been successfully implemented and accepted by the Agency. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General will be implemented if it appears the contractor has breached or defaulted on the Contract.

7. ACCOUNT REPRESENTATIVE:

- 7.1. The successful contractor(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be

administered in an organized systematic manner.

8. RESPONSIVENESS:

- 8.1. Proposers are expected to examine specifications, schedules and instructions included in this package. Failure to do so will be at the Proposer's risk.

9. EXTENSION AND AMENDMENT:

- 9.1. The Proposer and the State covenant agree that this proposal or subsequent Contract may, with the mutual approval of the Proposer and the State, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) additional year, and said option to extend this proposal or Contract for a one year period shall be in effect for each year thereafter for a total period not to exceed three (3) additional years.

10. COMPLIANCE WITH LAWS:

- 10.1. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

11. AUDIT:

- 11.1. The State or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

12. CONFLICT OF INTEREST:

- 12.1. The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. Proposer warrants that no one being paid pursuant to the Contract is engaged in any activities that would constitute a conflict of interest with respect to the purposes of the Contract.

13. NO FINDER'S FEE:

- 13.1 No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

14. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

- 14.1. It is agreed that all finished or unfinished source code, documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.

15. CONFIDENTIALITY OF INFORMATION:

- 15.1. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by the State for its release.

16. SOVEREIGN IMMUNITY:

- 16.1. The State of Wyoming and the Agency do not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

17. INDEMNIFICATION:

- 17.1. The Contractor shall indemnify, defend, and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

18. APPLICABLE LAW/VENUE.

- 18.1. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. '1-39-104(a) and all other state law.

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SECTION 3: SPECIAL PROVISIONS INFORMATION

PROPOSALS MUST BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 P.M. ON. MAY 12, 2017. PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL NOT BE CONSIDERED.

It is the responsibility of the Proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. 16-4-201 through 16-4-205. Please identify each confidential pae with the word "CONFIDENTIAL" in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public.

1. STATE PARTIES

- 1.1. This Request for Proposal (RFP) is issued by the Wyoming Department of Administration and Information, Procurement Section, on behalf of the Wyoming Department of Health, Public Health Division (Agency).
- 1.2. Throughout this document and others in connection with this project, various references are made, or will be made to the "State". Generally, whenever this reference appears, the term "State" incorporates all parties to the RFP as cooperative state agencies that will be working on this project as a cohesive state unit.
- 1.3. It should be understood that the Director of the Department of Health is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Such agreements, etc., not bearing this signature or that of a designee are invalid insofar as contractual relations between the State and Contractor are concerned.
- 1.4. The names and address of the State parties are:

Tom Forslund
Director Department of Health
2300 Capitol Avenue
401 Hathaway Building

Mandy Gershmel, Buyer
Wyoming Department of Administration and Information
Procurement Section
2800 Central Avenue
Cheyenne, WY 82002-0060
Telephone: (307) 777-6718
E-mail: mandy.gershmel1@wyo.gov

2. CONTENT AND PROCUREMENT POINTS OF CONTACT:

- 2.1. The Department of Administration and Information, Procurement Section, is the

primary point of contact from the date of release of the RFP until the Contract is fully executed and signed. Any attempt to contact any State employees, other than those named in paragraph 1.4 above, regarding this procurement may cause rejection of any proposal submitted by that party.

- 2.2. Questions must be submitted through the Public Purchase online bidding system until 2:00 P.M. (MT) on Wednesday, April 21, 2017. The agency will answer any questions no later than 2:00 P.M. (MT) on Wednesday, April 28, 2017.
- 2.3. Written questions regarding RFP material or the procurement process shall be submitted through the Public Purchase online bidding system. No telephone calls or faxes will be accepted.
- 2.4. Written responses will be available under each question through the Public Purchase bidding system. Responses will not identify the firm that submitted the question. All parties should clearly understand that only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the RFP and, by incorporation, any subsequent Contract.

3. RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF

- 3.1. From the issuance date of this RFP until a Proposer is selected and the selection is announced, Proposers are not allowed to communicate with State staff except:
 - 3.1.1. Procurement Section:
 - 3.1.2. State Representative during Pre-Proposal Conference (if applicable) and/or Oral Presentations (if applicable) or in response to questions during the selection process;
 - 3.1.3. Via written questions through the Public Purchase online bidding system.
- 3.2. For violation of this provision, the State reserves the right to reject the proposal.

4. PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will not be held in connection with this RFP.

5. ORAL PRESENTATIONS:

- 5.1. Selected vendors will be asked to demonstrate their software before State staff and Community Services Block Grant grantees. This can be done via webinar or in person. The proposer will be responsible for all expenses associated with the demonstration.

6. PROPOSAL RESPONSE SEQUENTIAL ORDER:

- 6.1. Proposers are required to keep their proposal response in the same sequential order that is referenced in Section 7, Proposal Submission Requirements.

7. EFFECTIVE DATES OF PROPOSAL:

- 7.1. All terms, conditions and costs quoted in the Proposer's response will be binding on the Proposer for 180 days from the effective date of the proposal.

8. ADVERTISING AWARD CONDITIONS:

- 8.1. A fully executed contract must be made and written approval from the State before the successful Proposer may advertise the award of the contract or the services being provided after the contract begins. The Proposer must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Wyoming.

9. CONTRACT NEGOTIATIONS:

- 9.1. The State will notify the successful Proposer and negotiate a contract under the procedures of the State of Wyoming, Department of Administration and Information, Procurement Section and the Wyoming Attorney General's contract guidelines. Proposers should submit as part of their proposal, suggested Contract language that relates to software licensing, maintenance services, and any patented or copyrighted products owned by the Contractor that will be used in meeting the RFP specifications. Except for clauses related to software licensing, maintenance services, and any patented or copyrighted products owned by the Contractor that will be used in meeting the RFP specifications, the successful Proposer shall be expected to sign a contract containing substantially the same terms and conditions as set forth in the draft contract. The successful Contractor will be required to enter into and sign a formal Contract with the State.
- 9.2. This RFP, the proposal, oral presentation and any agreements entered into as part of the Contract award will become a part of the Contract and will be in effect for the duration of the Contract period. The Contract language will take precedence over any language contained within this RFP that may conflict with the signed and fully executed Contract.

10. BEGINNING WORK:

- 10.1. The successful Proposer must not commence any work that could be billed until a valid contract has been executed. The State will not pay for any work by the Proposer prior to execution of the contract.

11. NON-APPROPRIATION OF FUNDS:

- 11.1. Obligations of the State shall cease immediately if the Wyoming State Legislature fails to

appropriate, or otherwise make available funds for the contract. The STATE will use its best efforts to secure sufficient funding to cover the proposed contract, and notify the Proposer immediately of any funding insufficiency.

12. COPYRIGHT INFRINGEMENT:

12.1. The Proposer shall warrant that all materials and/or Products produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the STATE, the STATE shall promptly notify the Proposer, and the Proposer shall defend such claim and the State's name. The defense of such claim will be at the Proposer's expense.

13. COST OF PREPARING PROPOSALS:

13.1. All costs incurred for the preparation of this proposal and for other procurement related activities are solely the responsibility of the Proposer. The State of Wyoming will not provide reimbursement for such costs.

14. PROPOSAL EVALUATION:

14.1. All Proposers must meet the minimum qualifications set forth in the Proposal Requirements and Review Process in order to be considered and ranked pursuant to the criteria set forth in this RFP.

15. RISKS AND LIABILITY:

15.1. By submitting a proposal, a Proposer specifically assumes any and all risks and liability associated with information marked confidential in the proposal and the release of the information. All costs incurred in preparing a response to the RFP are the responsibility of the Proposer.

16. ADDENDUM TO THE RFP:

16.1. The State reserves the right to amend the RFP prior to the date for proposal submission. Addendum will be sent to all firms that are on the RFP mailing list.

17. PROPERTY DAMAGE AND LIABILITY INSURANCE:

17.1. The Proposer may be required to furnish proof of property damage liability insurance in the amount deemed necessary by the Agency for the project, if applicable.

18. MISREPRESENTATION OF INFORMATION:

18.1. Misrepresentation of a Proposer's status, experience, or capability in the proposal may result in disqualification of that Proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the Procurement Services Section, preclude the Proposer from the selection process.

19. DISPOSITION OF PROPOSALS:

- 19.1. All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted in response to the RFP. The successful proposal shall be incorporated into the resulting contract and shall be a matter of public record following the award of the contract.

20. LEGAL CONSIDERATIONS:

- 20.1. This RFP is issued under the provisions of Wyo. Stat. § 9-2-1016 (1977), as amended and Wyo. Stat. § 42-4-101 et seq.
- 20.2. Proposers are charged with presumptive knowledge of all requirements of the cited authorities. Any proposal submitted by Proposer which fails to meet all published requirements of the cited authorities may, at the option of the State, be rejected without further consideration.

21. PROPOSER RELATIONSHIP WITH STATE:

- 21.1. Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity and integrity. The Proposer will be expected to operate at all times in the State's best interests and in a straightforward, trustworthy and professional manner. As part of the tasks described in this RFP, the Proposer shall:
- 21.1.1. Work cooperatively with the staff of State and the State's business partners whenever required in the course of performing the functions required by the RFP and resulting contract.
- 21.1.2. Proposer must be able to work cooperatively with the staff of other Proposers whenever required in the course of performing the functions required by the RFP and resulting contract.

SECTION 4: SCHEDULE OF EVENTS

1. KEY DATES (SCHEDULE OF EVENTS):

The following schedule of events is subject to change at the sole discretion of the Department of Wyoming Department of Health, Public Health Division:

Event Description	Date	Time
RFP Released	4/12/2017	2:00 P.M.
Closing Date for Questions	4/21/2017	2:00 P.M.
Response to Questions Returned	4/28/2017	2:00 P.M.
Proposal Submission Due Date	5/12/2017	2:00 P.M.
Invitation for Demonstrations	5/16/17	TBA
Demonstrations	5/17/17 – 5/19/17	TBA
Notify successful Proposer, Contract negotiations proceed	6/5/17	N/A
Upon execution of Contract, Development/Implementation Work Begins	10/1/17	N/A
Data conversion/Set for usage	12/1/17	N/A

SECTION 5: ADMINISTRATIVE INFORMATION

1. INTRODUCTION AND BACKGROUND:

Community Action Agencies work with communities and people in poverty to find innovative solutions to the problems of homelessness, lack of education and income, domestic violence, childcare, reentry into society after incarceration, child-support and lack of business opportunity for low-income entrepreneurs. All of these contribute to poverty; addressing one of them individually rarely enables a person to overcome poverty. A holistic, multi-service approach to addressing poverty and its causes has been proven to be effective.

Wyoming has three (3) Community Action Agencies and twelve (12) Tripartite Boards that address the multiple causes of poverty through many programs and services. The following is a general outline of the types of services provided through Community Action:

- **Employment Services:** Workforce Innovation and Opportunity Act programs, other employment and training programs
- **Community Services:** CASA, domestic violence prevention, tutoring programs, literacy programs, aging services (e.g., care programs, delivered and congregate meal services, advocacy)
- **Housing Services:** emergency home repair, homeless services, emergency utility assistance, fair housing, eviction prevention, case management
- **Self Sufficiency Services:** budgeting classes, financial counseling, income management classes
- **Health Services:** emergency prescriptions, eye glasses, dentures
- **Community Linkages:** referrals to other community resources and community partners

2. PURPOSE AND INTENT:

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from Proposers who can provide a centralized client and case management system that meets the data reporting needs of the Community Services Block Grant (CSBG) and to meet the Wyoming Department of Health, Public Health Division needs and expectations, as described within this RFP.

3. STAKEHOLDERS:

Client Demographic Data

Community Action Agencies track participants at both the individual and family level, and collect a broad array of data points, required elements of which vary by program. It is imperative that agencies be able to produce an unduplicated count of clients and families served in any given period, together with the services those families receive, as well as generate a report on the characteristics of clients at point of entry as well as throughout their case period. Attachment A

to this RFP is a sample client demographic report required of all agencies.

Current Environment

Agencies use a variety of different systems for client tracking and case management and many agencies use multiple systems due to funder requirements. With that being said does the Proposer's system interface with any other systems.

4. RFP REQUIREMENTS:

The Wyoming Department of Health, Public Health Division (Agency) defined the requirements stated herein and created this RFP. The Requirement/Specifications document is included as a part of this RFP. **THESE ARE MANDATORY REQUIREMENTS, WHICH MAY BE SUBJECT TO VARIATION AND MODIFICATION ONLY THROUGH THE WRITTEN APPROVAL OF THE AGENCY.**

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SECTION 6: REQUIREMENTS/SPECIFICATIONS – RESPONSIBILITIES OF CONTRACTOR

1. SCOPE OF PROJECT:

The Wyoming Department of Health, Public Health Division is looking to provide Community Services Block Grant (CSBG) funded Community Action Agencies and Tripartite Boards with a statewide centralized client and case management system. This system will need to track a variety of information across multiple services, programs, centers and agencies, but also extract, organize, and report that information based on each funded entities needs.

The system must be available for use by October 1, 2017 and end on September 30, 2018. At that time, each CSBG funded entity may choose to continue to use the provided system, and will contract directly with the system provider.

1.1. GOALS:

Improve the program management and reporting at the state and local level.

1.2. OPERATIONAL OBJECTIVES:

Decrease the data reporting errors in the federal CSBG Information System Survey

Enhanced documentation of services

Ongoing tracking and analysis of CSBG National Performance Standards

Increased performance evaluation by state and funded entities

1.3. SCOPE OF ACTIVITY - PROPOSER:

The proposer will be expected to provide a system that:

- manages all CSBG Organizational Standards,
- allow for the uploading and centralization of all supporting documents
- run reports on CSBG funded services, activities and agency compliance of all CSBG standards and Information System Survey data

1.4. SCOPE OF ACTIVITY – Wyoming Department of Health, Public Health Division

1.4.1. Project Management Responsibilities

- Monitor Proposer performance.
- Communicate with the Proposer on an ongoing basis to discuss any details or issues related to the PROJECT implementation, the schedule for development, conflicts with other activities, and the implementation

approach.

- Meet with Proposer staff, as necessary, to clarify the requirements in this RFP.
- At the Proposer's request, provide clarification regarding Agency policy, regulations, and procedures.

1.4.2. System Testing Responsibilities

- Review and accept the Proposer's system test plan and test results.
- Attend test result walk-throughs, as needed, to assess the completeness and accuracy of the Proposer's system testing.

1.4.3. User Acceptance Test Responsibilities

- Accept an acceptance test case, scripts/scenarios and plan.
- Develop test data.
- Execute acceptance testing, and validate test results.
- Evaluate the test results as tests are conducted, identify problems, and document them for resolution by the Proposer.
- Retest problems resolved by the Proposer, as appropriate.
- Review and accept the PROJECT for implementation.

1.4.4. Implementation Preparation Responsibilities

- Accept format of Pilot period.
- Accept implementation of the PROJECT, including operational readiness as described in the RFP.
- Accept operational readiness plan.

2. GENERAL REQUIREMENTS:

2.1 COMMUNICATION REQUIREMENTS:

2.1.1 Proposer shall provide a single point of contact and provide a communication plan. The Communication Plan shall encompass objectives, goals, and tools for all communications, including top-down, bottom-up, and cross-organizational communications.

2.1.2 Weekly Project Status Reports: Status Reports outlining the project's progress updates which include key issues, identified unknown risks, accomplishments, compliance with milestones and delivery dates

2.2 EQUIPMENT:

Proposer shall provide all electronic and telecommunications equipment needed to support the contract.

3. SYSTEM OR WYOMING IT STANDARDS:

The services, work products and final deliverables provided by the Proposer shall be in compliance with State Statutes, CIO Promulgated Rules, State IT policies and standards for required system hardware, software and development components, when completed and accepted by the Agency.

3.1 State of Wyoming CIO Promulgated Rules on Electronic Transactions: <http://cio.state.wy.us/CIOPromulgatedRules.aspx>.

3.2 State of Wyoming IT Policies and Standards: <http://cio.state.wy.us/PolicyPage/policy-page-2.html>

4. TECHNOLOGY AND SPECIFICATIONS:

Proposer should respond to each of the following:

- 4.1 Is the software mobile-enabled?
- 4.2 What technologies are used in the development of the system (programming languages, frameworks, versions, etc.)?
- 4.3 What is the underlying database architecture of the solution? (i.e. MYSQL, MSSQL, etc.)
- 4.4 What forms of security are enabled on this solution? (i.e. internal encryption connections, SSL, etc.)
- 4.5 How are updates to both the system (hardware, patching, etc.) and software managed by the vendor? What process is used to assure timely updates?
- 4.6 What is the process for transferring customer record information from legacy systems into the new system? Address the costs of this in the final Costs section of the RFP.
- 4.7 Are there limits to the number of system users (or agencies)?
- 4.8 Are there data limits to the number of records / customers that the system can contain?
- 4.9 If vendor is proposing a multi-agency system, describe the safeguards on each agency's data.
- 4.10 Does the system have the capability to move clients between agencies?
- 4.11 Due to confidentiality requirements for a few programs, such as Domestic Violence Services, we must be able to restrict all other users from seeing any sensitive data entered by those programs. Please describe how your system accomplishes this.
- 4.12 Define the differences between any roles and groups on this system (i.e. user vs

reporting user vs administrator, etc.).

- 4.13 How are user accounts managed? How are groups and permissions managed? What self-service or automated capability exists for common functions like password resets or forgotten passwords? Please describe these processes thoroughly.

5. HOSTING:

- 5.1 The Proposer must provide multiple layers of external and internal security that provides administrative, physical, and technical means to protect sensitive or confidential information used in performing the responsibilities and duties set forth in this RFP. In addition, the Proposer must include, but is not limited to the following requirements:

5.1.1 **Physical location:** primary and failover facility(ies),

5.1.2 **Facility access and security/integrity:** facility and equipment allocation.

5.1.3 **Staffing Security:** The Proposer must maintain policies and procedures for security clearance and staffing controls, allowing Proposer personnel access to Agency owned confidential information and/or to restricted areas within the Proposer's host environment.

5.1.4 **Security and Environmental Controls:** The Proposer shall maintain proper power and cooling, including redundant power and cooling, to safeguard all hardware, software and State owned data. The secure outer perimeter of defense includes, but is not limited to, the use of technical barriers, physical barriers, and administrative safeguards, etc.

5.1.5 **Technical Support/Staffing:** The Proposer shall maintain adequate technical support/staffing to provide 24x7x365 hosting services.

5.1.6 **Architectural Design:** (hardware infrastructure description/network diagram, database structure, operating system (OS) etc.).

5.1.7 **Secure Server(s):** Server(s) is protected from intrusion through the use of physical barriers, technical barriers, and administrative barriers, etc.

5.1.8 **Secure Network:** Network is secured through use of multiple redundant firewalls, anti-virus software, data encryption for files transferred to and from external users, etc. Data encryption shall meet Federal Information Processing Standard (FIPS) 140-3.

5.1.9 **Secure Application:** Access to the Proposer system is granted through the use of a unique user identifier and user profile, combined with a strong password.

Any transaction or change to data is traced and audited, down to the user ID level.

- 5.1.10 **Security Awareness:** Security policies and procedures are maintained for each location or account. Proposer routinely reviews logs of system activity for suspicious activity. [If applicable, Proposer shall provide HIPAA privacy and security training to all new hires and subcontractors].
- 5.1.11 **Data Storage:** Proposer shall provide sufficient storage to operate and support the proposed solution.
- 5.1.12 **Denial of Service (DOS) Attack:** Proposer shall provide examples of policy, procedures, and safeguards employed to respond and/or recover from a denial of services. Proposer shall also include metric RTO, etc.
- 5.1.13 **Internet Congestion:** Proposer will provide sufficient bandwidth and redundancy to access the proposed solution functionality.
- 5.1.14 **Hosting reports:** (examples).
- 5.1.15 **Backup/Archive routine:** Proposer must be able to demonstrate at minimum requirements for archiving set by the agency first, then Industry standards and practices.
- 5.1.16 **Disaster Recovery Plan (DRP):** A copy of the hosting DRP and Continuity of Operations Plan (COOP). Proposer must have a disaster recovery facility and provide documented policies and procedures to implement a recovery. If a complete failure occurs, the proposed solution must be available within twenty-four (24) hours. Annual testing must be conducted to ensure a smooth transaction should the plan need to be activated. The Proposer shall provide a copy of the annual test results to the Wyoming Department of Health, Public Health Division within 30 days of disaster recovery demonstration.
- 5.1.17 **Restoration Priority:** Enumerate the prioritized order of restoration for your proposed solution hosted services.
- 5.1.18 **Data Security:** Proposer shall maintain policy and procedures to maintain and support the security of confidential information. Provide a description of your policies, procedures and protocol on data security breach. Data breach notification procedures and plans are maintained and shall at a minimum, comply with WS § 40-12-502. [If applicable, data breach notification procedures and plans shall also comply with CFR 45 parts 160 and 164 (HIPAA/HITECH)].

- 5.1.19 **Data Breach – Venue of Law:** If the Proposer’s proposed solution were to be selected, provide discussion on what state law would have jurisdiction in regards to data security breach notification.
- 5.1.20 **Certification and Audits:** Provide a discussion on certifications/audits, as applicable to this RFP requirements, your company may have achieved (i.e. SAS 70 Audit, HIPAA, SOX, GLB, etc.).
- 5.1.20.1 Provide a copy of these certification/audits, including the dates these were conducted.
- 5.1.21 **Web site Archiving:** Provide a description of the Proposer’s web site archiving practices and how their practices will meet the requirements of the Wyoming Public Records Act
<http://legisweb.state.wy.us/statutes/statutes.aspx?file=titles/Title16/T16CH4AR2.htm>
- 5.1.22 **System Availability:** The system must be available 24/7. Any maintenance outages will be coordinated in advance with the Agency designed personnel.

6. PROPOSER INFORMATION:

6.1 Executive Summary

Using non-technical terms, please describe the software, identifying its unique or distinctive features that the vendor wishes to showcase. Please do not include any pricing in this section.

6.2 Information about the proposer’s company

Please respond to the following:

- 6.2.1 Provide contact information for the principal individual(s) to be contacted regarding the information in this RFP.
- 6.2.2 Provide a brief history of your company and the location of corporate headquarters and any satellite offices.
- 6.2.3 How long have you been in business? How long have you been providing client management software to community action agencies or other human service providers?
- 6.2.4 Are you a private or a publicly traded company? Provide evidence of your company’s financial stability and projected longevity.
- 6.2.5 How many current client management software clients do you have?
- 6.2.6 Describe what differentiates your organization from your competitors.

- 6.2.7 Please indicate any planned mergers or acquisitions.
- 6.2.8 Please indicate if the company is currently in or about to start bankruptcy proceedings.
- 6.2.9 Please provide a minimum of five (5) organizations/customers as references. State the organization's name, address, contact name, telephone number(s), installed and supported software, and duration of relationship.

6.3 RISK MANAGEMENT:

- 6.3.1 Provide a description of how the Proposer will conduct risk management planning, identification, analysis, responses, and monitoring and controlling the risks throughout the life cycle of the project. Identify how the Proposer's Risk Management Plan will increase positive impacts and decrease adverse events in the project.
- 6.3.2 For work performed in each location, describe what plan/arrangements are in place for an alternative work site should the facilities become inoperative because of fire, earthquake, etc.
- 6.3.3 Describe your emergency and disaster recovery plans.

6.4 FINANCIAL AND MARKET GROWTH AND POTENTIAL:

- 6.4.1 The Proposer shall include a current financial statement and proof of federal or professional certifications or accreditations.
- 6.4.2 Define in general your firm's competitive advantage over other firms in your industry.
- 6.4.3 Describe your firm's objectives with respect to future growth.
- 6.4.4 Services that will be emphasized or de-emphasized in the future.
- 6.4.5 The firm's expectations of demand for its services, and how does it plan to manage the future growth of these services.
- 6.4.6 Discuss how the firm plans to make sure that future growth does not compromise the quality of your existing services. Include how the firm plans to manage growth in terms of client/consultant ratio.
- 6.4.7 How long have you been in business? How long have you been providing client management software to community action agencies or other human service providers?
- 6.4.8 Are you a private or a publicly traded company? Provide evidence of your company's financial stability and projected longevity.

- 6.4.9 How many current client management software clients do you have?
- 6.4.10 Describe what differentiates your organization from your competitors.
- 6.4.11 Please indicate any planned mergers or acquisitions.
- 6.4.12 Please indicate if the company is currently in or about to start bankruptcy proceedings.
- 6.4.13 Please provide a minimum of five (5) organizations/customers as references. State the organization's name, address, contact name, telephone number(s), installed and supported software, and duration of relationship.

6.5 PROJECT MANAGER

The Proposer must designate a Project Manager to represent and oversee the project. This individual will serve as the focal and contact point for all Proposer business matters relating to the project. An individual resume, a list of their qualifications, Project Management Institute (PMI) certification, years of experience as a project manager, current work assignments (client name) and home office location must be included.

Confirm that the Project Manager will:

- 6.5.1 Be the single point of contract for the duration of the engagement.
- 6.5.2 Be responsible for timely completion of all phases of the project.
- 6.5.3 Be responsible for meeting all contractual requirements for the duration of the project.
- 6.5.4 Attend status, quality review and acceptance meetings as required and present status and progress reports on the project.
- 6.5.5 Remain assigned to the project through completion of the project as determined by Wyoming Department of Health, Public Health Division.
- 6.5.6 Identify project responsibilities and job functions

6.6 RESOURCE MANAGEMENT & STAFFING PLAN

The proposal must contain the Proposer's Staffing Plan in response to requirements set forth in the RFP. At a minimum the Staffing Plan must address the following:

- 6.6.1 Staffing Levels (estimated by staff disciplines by month for the duration of the project).
- 6.6.2 Break out of staff disciplines (including title and job responsibility)

- 6.6.3 Personnel whose names and resumes are submitted in the proposal shall not be removed from this project without prior approval of the Wyoming Department of Health, Public Health Division. Substitute or additional personnel shall not be used for this project until a resume is received and approved by Wyoming Department of Health, Public Health Division.
- 6.6.4 The replacement for any staff member who is removed from or leaves the project for any reason must match or exceed the replaced staff member in terms of skill level and experience. Such replacements are subject to Wyoming Department of Health, Public Health Division approval at the time of the assignment and again 90 days later.

7. TRAINING, SUPPORT AND KNOWLEDGE TRANSFER PLAN:

- 7.1 Please describe the training that is provided with the purchase of this system. This section should not only describe what training is provided with the system purchase, but also the availability, description, and costs for additional training packages, and the availability of customized training.
- 7.2 Also, please note here if your organization offers an interactive user demo that the Issuer(s) can utilize for feedback from users.
- 7.3 Please discuss the process for how support is handled, including support days and hours of availability. How are support tickets captured, and how is problem escalation (2nd tier, 3rd tier) managed. Please include what support methods are available (chat, telephone, email, etc.), normal support coverage hours (and time zones), and details including extra costs (if any) for after-hours support, etc.
- 7.4 Are front-end users able to contact support with questions? If yes, please describe the process for a front-end user to contact support and include the process of how support would interact with that user and the user's computer, including whether support is offered in real time, and during what hours.
- 7.5 Provide the average return time on support inquiries as well as your company's average problem resolution time.
- 7.6 If the support program offers customization, please provide information on how this is accomplished as well the cost of the customization.
- 7.7 Describe how your organization addresses customized vs. standard program updates across your customer base. How does your team work with client on notifications, dark/shutdown times, etc?
- 7.8 Explain how your agency will be able to sustain technical assistance and support to the

CSBG grantees. The sustainability plan should include:

- 7.8.1 Updating of the system to meet state and federal reporting requirements which include CSBG organizational standards, Information Systems (IS) Report, and Results Oriented Management and Accountability (ROMA).
- 7.8.2 Audit reports or statements from Certified Public Accountants/Licensed Public Accountants if available, submit statements for up to the two most recently completed fiscal years (this requirement does not apply to start-up organizations).
- 7.8.3 Provide a copy or description of the Proposer organization's fiscal control and accountability procedures.

8. SYSTEM CAPABILITIES

Please respond in detail below on how the Proposers system:

Client Tracking Functions

- 8.1.1 Client Eligibility
- 8.1.1 How does your client management/case management software aid in determining economic eligibility for agency services?
- 8.1.2 Does it have the ability to search the system for client(s) by key fields?
- 8.1.3 Does the system have a method to alert staff to any reason(s) for past ineligibilities if the client is already in the system?
- 8.1.4 Can the system alert staff to client eligibility for other available services within the agency and community (such as SNAP)?
- 8.1.5 If internal referrals or internal qualifications for other programs/services are available, please describe in detail how this is accomplished.

Intake

- 8.2.1 Is there the ability to maintain data for both individuals and families:
- 8.2.2 At any point in time
- 8.2.3 During and after family composition change
- 8.2.4 How are duplicates handled? For instance, if a family signs up for nutrition services, then a year later come back for housing assistance, how is this handled to avoid duplicate records of individuals/families? What warnings are built into the system?
- 8.2.5 Describe the process to link individuals to families.
- 8.2.6 Is there the ability to track referred-from source?
- 8.2.7 Does the system capture employment and education?
- 8.2.8 Does it capture demographics, especially the demographics required for reporting purposes (i.e. for CSBG reporting, see Appendix A)
- 8.2.9 Will the system also capture outside services utilized? (i.e. services at the housing authority not affiliated with the agency)

Centralized Intake

- 8.3.1 Does the system allow for sharing between programs with no duplication of records?
- 8.3.2 Can the central intake form be designed to ask sufficient questions to determine eligibility for most human services programs?
- 8.3.3 Can the form also be designed to determine eligibility for services with other agencies?
- 8.3.4 Does the system have the capacity to do national assessments like Service Prioritization Decision Assistance Tool (SPDAT)?
- 8.3.5 Is the client information changed by one component updated across the entire database?
- 8.3.6 How is error/omission tracking handled for client intake or update?

Agency Services

- 8.4.1 Does the system allow for custom program/service creation?
- 8.4.2 Does it provide the ability to update the status of each client need?
- 8.4.3 Does it have the ability to track client participation in programs?
- 8.4.4 Does it have the ability to enter narratives of client progress, developments, concerns, etc. for both the overall case record and individual visit records?

Referrals

- 8.5.1 Does the system have the ability to maintain referral details for internal agency programs and/or outside agencies?
- 8.5.2 Does it have the ability to search for referral agency by multiple criteria?

Case management

- 8.6.1 Does the system have the ability to track various types of client interactions (i.e. phone calls, meetings, file updates, text messages, etc.)?
- 8.6.2 Does it have the ability to schedule client meetings and notify case worker when due?
- 8.6.3 Please detail ability to track client goals, progress, and outcomes:
- 8.6.4 Absolute outcomes (CSBG)
 - 8.6.4.1 Scaled outcomes
 - 8.6.4.2 Does it have the ability to manually create and track outcomes not listed above?
 - 8.6.4.3 Does it have the ability to enter extensive notes for each interaction?
- 8.6.5 Does it have the ability to maintain history of employment and education during service period and upon exit?
- 8.6.6 Does it have the ability to maintain history of outside services?
- 8.6.7 Does it have the ability to monitor program outcomes as distinct from client outcomes?
- 8.6.8 Is it able to track customers receiving multiple services in multiple programs?
- 8.6.9 What is the system's ability and capacity to upload documents, files and images so that

files may be audited online?

- 8.6.10 Can the system track expenditures and provide a report by source of funding or multiple sources of funding?

Reporting

- 8.7.1 Does it have the ability to create ad-hoc lists and reports using ALL database fields?
 - 8.7.1.1 Briefly describe the reporting feature(s).
 - 8.7.1.2 Briefly describe how users can create a custom reports.
- 8.7.2 Can a user export a user-created report to a Word document (.doc, .docx), Excel (.xls, .xlsx), or to Adobe Acrobat?
- 8.7.3 Can reporting periods be set for both canned and custom reports?
- 8.7.4 Does it have the ability to include user-defined fields in reports?
- 8.7.5 Does it have the ability to produce unduplicated client counts by all demographic and program criteria and data?
- 8.7.6 Does it have the ability to produce service counts by date range?
- 8.7.7 Does the system have the capacity to calculate and report number of months, funds expended by category per client (e.g., Rapid Rehousing/Permanent Supportive Housing)?
- 8.7.8 Can the system track staff time of service with clients and provide total and break out of category of service by client?
- 8.7.9 Does it have pre-made report forms for standard queries such as:
 - 8.7.10 Number of clients by program
 - 8.7.11 Number of services by client and by program
 - 8.7.12 List of clients by program
 - 8.7.13 Mailing lists of clients by program and by geographic area
 - 8.7.14 CSBG reporting: prepares NPI statement based on agency choice of service/outcome
 - 8.7.15 Ability to print all forms and reports to a pdf file and local or network printer?

Data Management

- 8.8.1 Describe the database structure and component interaction
- 8.8.2 Does it have the ability to export data? Types and limitations?
- 8.8.3 Can it import data? Types and limitations?
- 8.8.4 Does it have the ability to maintain/edit standard drop down lists?
- 8.8.5 Does it have the ability to create/define fields for intake information?
- 8.8.6 Does it have the ability to create/define fields for services information?
- 8.8.7 Does it have the ability to create/define fields for case management information?
- 8.8.8 Does the system enter the current date for each record or update that is entered and allows the user to override that date?
- 8.8.9 Describe the security measures the system has. For example, is security based on:
 - 8.9.9.1 Role of user

8.9.9.2 Group

8.9.9.3 Program confidentiality requirements

8.8.10 Does it have the ability to customize with relative ease?

8.8.11 Does it have the ability to create mailing lists of clients by program, date of service, or any key field?

9. QUALITY ASSURANCE AND QUALITY CONTROL:

The following are the quality assurance and control measurements a Proposer will need to achieve in order to assure the quality of the product solution and services. The quality assurance and control measurements include, but are not limited to:

- 9.1 Test Plan
- 9.2 Test Region (mirroring the production environment)
- 9.3 Test Cases & Scripts/scenarios – detailed scripts with measureable outcomes
- 9.4 Traceability Matrix – Mechanism for tracing requirements and specifications throughout the entire project (hardware and software)
- 9.5 Test results (walkthroughs)
- 9.6 Performance requirements – which establishes and monitors the defined performance requirements for any technology solutions offered.
- 9.7 The Proposer must provide what methods it will employ to control variance from the quality measurements.

10. CHANGE CONTROL MANAGEMENT:

- 10.1 The Proposer must maintain a control change process with all changes approved through the Wyoming Department of Health, Public Health Division change control board. The control change process shall include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the task, a completion date for the change and an impact analysis indicating ramifications or impact to the project.
- 10.2 If unforeseen circumstances arise where a dispute resolution might be needed, PROPOSER will submit (in writing) a description of the problem and proposed resolution to the project manager and primary point of contact, Regina Dodson, for her consideration.
- 10.3 In the event it is determined that a change to the Statement of Work is required, a Contract amendment shall be made to the Contract in accordance the Contract. The PCR shall be used by the Proposer as the justification for a change to the Statement of Work.

11. DELIVERABLES AND MILESTONES:

The expected deliverables the Proposer will deliver to the Agency and at what milestone or interval will the Agency review/evaluate and accept the deliverables are as follows:

- 11.1 Project Plan – no Proposer work will start without the Agency’s written approval of the Project Plan
- 11.2 Communication Plan
- 11.3 Quality Assurance
- 11.4 Project Reports and Recommendations
- 11.5 Requirement Specifications Document
- 11.6 System Documentation
- 11.7 Test Plan
- 11.8 User Acceptance Plan
- 11.9 Training Plan
- 11.10 User Guides (on-line vs. hard copies)
- 11.11 Help Desk Management Plan
- 11.12 Disaster Recovery/Contingency Plan
- 11.13 Implementation Plan
- 11.14 Operational Readiness Checklist/Hardware, software installation punch list.

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SECTION 7: PROPOSAL SUBMISSION REQUIREMENTS – SEQUENTIAL ORDER

1. TECHNICAL PROPOSAL, FORMAT AND CONTENTS:

Proposals must be submitted in two major sections: The Technical Proposal and the Cost Proposal. The Proposer is responsible for submitting a separate section, within the proposal, in response to the following items. Omission of this section or any item within this section may result in the proposal being eliminated.

1.1. The Proposer shall, at a minimum, address the following points.

1.1.1. **Table of Contents:** The Table of Contents must include all items listed in this section.

1.1.2. **Executive Summary:** The Executive Summary will condense and highlight the contents of the technical proposal in such a way as to provide the State with a broad understanding of the Proposer's qualifications and approach to meeting the requirements of the RFP.

1.1.3. **Proposer's Background and Experience:** Company overview – the Proposer must include a company summary including company history, office location(s), company size, financial statements, and statement of technical areas of expertise. The Proposer must be able to substantiate to the satisfaction of the Wyoming Department of Health, Public Health Division that the Proposer has sufficient resources to complete the project successfully within the time requirements.

1.1.4. **Résumés:** The Proposer must include brief résumés for personnel that will be working on the project, if awarded the contract. The résumés must clearly identify expertise in the functional areas listed in Section 6: Requirements/Specifications – Responsibilities of Proposer. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be means of substantiating expertise.

1.1.4.1. **Résumé format:** Each project reference in a résumé must include both the customer name and the time period the person worked on the project, as well as a brief description of the scope of the project. In addition, the résumés must explain the role and responsibility of each

person participating in the project. The State expects that personnel associated with these résumés will be the personnel working on the project, should the Proposer be awarded the contract

- 1.1.5. **References:** Corporate references are required from at least five (5) prior clients. In addition, two (2) references are required for each of the staff members being proposed for the project. Whenever possible, an alternative point of contact for each reference should be listed with phone number and email address. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work for client references provided must have been completed no more than three years prior to the date of this RFP.

1.1.5.1. References will be verified during the proposal evaluation by telephone calls made by members of the Evaluation Team or through e-mail or the U.S. Postal Service.

1.1.5.2. If contact with the referenced contact person or an alternative that has knowledge of the Proposer is not made, after reasonable attempts during the designated evaluation period, the reference will be classified as unsatisfactory. All attempts to contact a referenced client will be documented, including the date and time of the attempt.

1.1.5.3. NOTE: The Wyoming Department of Health, Public Health Division reserves the right to contact other State of Wyoming agencies regarding engagements they may have had with the Proposer's company in the past, in addition to the references provided in the proposal.

- 1.1.6. **Single Point of Contact:** The Proposer must identify a single point of contact for all contract management activities. The Proposer's Project Manager's name and resume must be submitted with the proposal. The successful Proposer must not change the Project Manager without written State approval.

- 1.1.7. **Proposer's Project Work Plan:** The Proposer must submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of the work as outlined in Section 6: Requirements/Specifications – Responsibilities of Proposer. The Proposer must identify realistic person hours of effort and responsibilities for the deliverable and each work activity.

- 1.1.8. **Project Management Plan:** The proposal must contain a comprehensive and practical description of the Proposer's plans for project management and control mechanisms, including staff organizational structure, progress reporting, major decision making, sign-off procedures, and internal control procedures. The Proposer must also indicate flexibility in meeting changes in program requirements and coping with problems.
- 1.1.9. **Project Delays:** Proposer must also describe how project delays will be addressed should they occur. This should include assurances that sufficient resources and knowledgeable, experienced staff are available to meet any the project schedule.
- 1.1.10. **Contract Exceptions:** Proposer must state agreement with all General Provisions and attached Section 11, Sample Contract. Proposer must furnish any exceptions to the provisions included in the Contract Terms and Conditions be noted in the Executive Summary. Identifying exceptions to the Contract Terms and Conditions does not in any way bind the State to accept such changes, but only ensures that discussion and resolution of their acceptance may be deferred until after tentative award is made.
- 1.1.11. **Staffing and Project Organization:** An Organization Chart must be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project.
- 1.1.12. **Proposer Check List:** The Proposer shall submit a checklist in which the Proposer shall evaluate their existing offering compared with the RFP mandatory and optional requirements.

COST PROPOSAL FORMAT AND CONTENT

Important: All cost proposals must be submitted under separate cover in a sealed package.

2.1. PROPOSAL PRICE SHEETS

These pages are required by the A&I Procurement Section and are the State's official pricing documents. Each applicable Proposer must include one (1) original, two (2) electronic copy on a thumb drive and three (3) copies of the Proposal Price Sheet under separate cover. The price to be entered on this page is the total fixed price is the sum from Pricing Schedule 1 and Schedule 2. In case of error in the extension of prices in the proposal, unit prices will govern. Cost breakdowns are not included on this page. The Proposer must ensure that all signatures and identifying numbers are properly affixed to this page in order for the Cost Proposal to be accepted.

SECTION 8: EVALUATION METHODOLOGY

1. OVERVIEW:

1.1. EVALUATION COMMITTEES:

The Agency will conduct a comprehensive, fair, objective and impartial evaluation of proposals received in response to this RFP. Proposals will be evaluated by the Evaluation Committee. The Evaluation Committee is made up of members representing the project subject expertise. The Selection Committee is made up of members representing the project sponsorship. The Evaluation Committee will review and score all proposals and will make the final recommendation to the Selection Committee.

The Selection Committee will make the final decision. Proposer selection and notification will be as stated in Section 3.9. Contract Negotiations.

2. COMPLIANCE WITH MANDATORY REQUIREMENTS:

To be considered responsive, a submitted proposal must meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Proposer agrees to perform all responsibilities within the RFP, Oral presentation and the Contract Terms and Conditions Section 11, Sample Contract.

3. TECHNICAL SCORING AND RANKING:

3.1. Proposer Background and Experience: 10 Points. In this section of the proposal, the Proposer must present material describing its organizational capability to successfully perform the responsibilities of this contract. This material must include details of similar corporate experience, preferably in developing, implementing and maintaining an interactive web-based application.

3.1.1. Details of previous contractual experience must include the length of time covered by the contract, the types of tasks performed and the results thereof, and a reference that includes a name, current title and telephone number. Emphasis must be placed on experience with developing/implementing systems similar the scope of work described in this RFP.

3.1.2. At least five (5) project references for current or recently completed (within the last 3 years) contracts similar in nature to the services required by the Wyoming Department of Health, Public Health Division for this contract will be included in this section. Contract references must include the name, position, title, and current phone number of the client.

3.1.3. This section will also address overall organizational size, computer resources, financial stability, and current contractual obligations. The Proposer must include a current financial statement and proof of federal or professional certifications or other credentials.

3.1.4. The Proposer must identify a single point of contact for all contract

management activities. The Proposer's Project Manager's name and resume must be submitted with the proposal. The successful Proposer must not change the Project Manager without written State approval.

- 3.2. Proposer's Project Work Plan: 10 Points. The Proposer must submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of the work. The work plan shall:
 - 3.2.1. Identifies all required work activities, milestones and deliverable dates, personnel hours of effort and responsibilities for the deliverable and each work activity.
- 3.3. Approach to Contract Performance: 10 Points. The Proposer must describe its:
 - 3.3.1. Approach to meeting the mandatory requirements and specifications, as described in the RFP,
 - 3.3.2. Approach in addressing the goals and objectives specified in Section 6, 1.1 and 6, 1.2 of this RFP.
 - 3.3.3. Approach to a comprehensive and practical plan for project management and control mechanisms, including progress reporting, major decision-making, sign-off procedures, and internal control procedures.
 - 3.3.4. Approach to how project delays will be addressed and mitigated, should they occur.
 - 3.3.5. Contains assurances that sufficient resources and knowledgeable or experienced staff are available to meet delays.
 - 3.3.6. Approach to contract responsibilities,
 - 3.3.7. Approach to resolving disputes or disagreements in contract or work requirements,
 - 3.3.8. Approach to meeting deliverables and milestones deadlines, and
 - 3.3.9. Approach to change orders or modifications to work in progress.
- 3.4. Value Added: 10 Points: If the Proposer meets all the elements of Section 6.8.
- 3.5. Oral Presentations, if required: 10 Points. The Evaluation Team will **determine, after receipt of the written proposals, whether selected Proposers will be** requested to make any oral and webinar presentation based on their proposal. However, the Evaluation Team reserves the right to make an award without requesting an Oral Presentation and webinar from any Proposer. All oral presentation and webinar costs will be the responsibility of the Proposer.

4. COST SCORING AND RANKING:

4.1. Cost Analysis (Cost Proposal shall be under separate cover) : <#> Points. The cost will be presented as key deliverables in the form of individual cost and a project total (sum of the deliverables). The State of Wyoming reserves the right to conduct a cost analysis of the Proposer’s budget proposal. The analysis will include a review of the associated costs based on the technical content of their submission. The total project cost must include all of the items listed in Section 6. Requirements/Specifications – Responsibilities of Contractor. If any of the Section 6 services cannot be provided in Contractor’s proposal or the requirement cannot be met – this is to be clearly explained as to why and what the alternative approach will be and its associated cost. If there are no exclusions or exceptions – it will be determined that all of the criteria has been met for the price quoted, inclusive of all personnel, overhead, travel, equipment usage, and other miscellaneous costs for the contract period quoted.

5. EVALUATION POINT SUMMARY:

Proposer Background and Experience	10	points
Staffing and Project Organization	10	points
Proposer’s Project Work Plan	10	points
Approach to Contract Performance	10	points
Value Added	10	points
Oral Presentation, if required	10	points
<u>Cost Analysis</u>	<u>10</u>	<u>points</u>
TOTAL	70	points

6. FINAL RANKINGS OF PROPOSALS:

- 6.1. The State of Wyoming will be the sole authority with respect to the evaluation of proposals. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the Proposers will be rated based on their evaluated points. After each criterion is evaluated, the Proposer with the highest total number of points will be awarded the contract.
- 6.2. The State of Wyoming reserves the right to accept an entire proposal, a partial proposal, a single component proposal or no proposal at all.

SECTION 9: PAYMENT TERMS

1. **TIME SCHEDULE/INVOICING:**

- 1.1. **The State will negotiate payment terms based upon a schedule to be determined by the Proposer and the State. Payments of invoices will be based upon the Proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables and/or services.**
- 1.2. The Proposer is required to submit weekly status reports outlining the project's progress and compliance with milestones and delivery dates. Each report will be verified by the State's representative that each of the RFP and contract requirements have been met to date.

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SECTION 10: PROPOSAL PRICE SHEET AND SIGNATURE PAGE

The undersigned agrees to provide a centralized client and case management system to the Wyoming Department of Health, Public Health Division in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no. 0279-B

DESCRIPTION

LUMP SUM PRICE

(Written in Words and Number)

Total evaluated all inclusive price for contract, from
Pricing Schedule 1 and Schedule 2, etc.

\$_____

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name _____ Phone () _____

Email Address _____ FAX () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship

_____ General

_____ Partnership

_____ Corporation

_____ Limited Partnership

_____ Limited Liability

_____ Other _____

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Signature)

(Name and Title) (Typed or Printed)

(Date)

E-mail address: _____

Pricing Schedule 1

Wyoming Department of Health, Public Health Division

Centralized Client and Case Management System

Deliverables

Provide an all-inclusive price for all activities related to the Wyoming Department of Health, Public Health Division access and use of the Proposers centralized client and case management system.

Proposers may suggest a payment schedule which mirrors specific deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only will not be acceptable, nor will a flat per-hour rate. Payment will be made at the completion and acceptances of the individual deliverables for the development and implementation of the centralized client and case management system as defined in the Scope of Work.

Pricing Elements

[Deliverable 1]	_____	\$ _____
[Deliverable 2]	_____	\$ _____
[Deliverable 3]	_____	\$ _____
[Deliverable 4]	_____	\$ _____
[Deliverable 5]	_____	\$ _____
[Deliverable 6]	_____	\$ _____
[Deliverable 7]	_____	\$ _____
[Deliverable 8]	_____	\$ _____
[Deliverable 9]	_____	\$ _____
[Deliverable 10]	_____	\$ _____
TOTAL ALL INCLUSIVE PRICE not including Schedule 2		\$ _____

Signature

Title

Date

The State will negotiate payment terms based upon a schedule to be determined by the Proposer and the State. Payment of invoices will be based upon the Proposer meeting stated deadlines for deliverables and upon Wyoming Department of Health, Public Health Division written acceptance of the deliverables.

Pricing Schedule 2

Wyoming Department of Health, Public Health Division

Centralized Client and Case Management System

Maintenance and Support

Provide the costs for the centralized client and case management system, work product and final deliverables by the Wyoming Department of Health, Public Health Division. The provider shall provide the all-inclusive base year 1 maintenance cost based upon the total cost of the software and the maintenance costs after the first year of maintenance. The Proposers must state a maximum escalation percentage for maintenance after year 1. The Proposer must guarantee that the maintenance costs will not exceed, or escalate, beyond this stated escalation.

Year 1:

Pricing Elements

Personnel _____ \$ _____

Other Operations Costs _____ \$ _____

Percentage of maintenance based upon the total cost of the software _____ \$ _____

TOTAL ALL INCLUSIVE PRICE MAINTENANCE COSTS-YEAR 1 _____ \$ _____

<Proposer Name> guarantees the software maintenance costs will not exceed or escalate beyond **<spell out percentage> (XX) percentage**.

Pricing Schedule 3

Wyoming Department of Health, Public Health Division

Centralized Client and Case Management System

All Inclusive Hourly Rate

Provide the all-inclusive base hourly rate for any required software changes related to the centralized client and case management system. The Proposer must submit in this cost proposal its hourly rate for performing any change orders requested by the State. This cost is separate from total lump sum shown on the Proposal Price

Sheet. This rate must be a clear hourly rate, and must include all travel and per diem charges

All inclusive Hourly Rate for performing system changes: _____ \$ _____

Signature	Title	Date
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The State will negotiate payment terms based upon a schedule to be determined by the Proposer and the State. Payment of invoices will be based upon the Proposer meeting stated deadlines for deliverables and upon Wyoming Department of Health, Public Health Division written acceptance of the deliverables.

SECTION 11: SAMPLE IT CONTRACT

INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES CONTRACT BETWEEN STATE OF WYOMING, WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND <CONTRACTOR NAME>

1. **Parties:** The parties to this Contract are Wyoming Department of Health, Public Health Division [Agency] and <NAME AND ADDRESS OF CONTRACTOR> [Contractor].
2. **Purpose of Contract:** The purpose of this Contract is to set forth the terms and conditions by which the contractor shall provide and implement a centralized client and case management system for use by the Community Services Block Grant agencies, Tripartite Boards and the Agency. These services, as fully described in the Request for Proposal (RFP) <RFP #> dated <Month> <DATE>, <Year> and the Statement of Work (Attachment A) herein made part of this contract.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The term of the Contract is from the Effective Date through September 30, 2018. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, Wyo. Stat. ' 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. ' 9-2-1016(b)(iv).

4. **Payment.** Agency agrees to pay Contractor for the services described with the (RFP) <RFP #> dated <Month> <DATE>, <Year> and the Statement of Work (Attachment A), *the Contractor's Cost Proposal (Attachment B)*, *the Service Level Agreement (Attachment C)*, and *the Software License Agreement (Attachment D)*. The total payment under this Contract shall not exceed one hundred thousand Dollars (\$ 100,000.00). Payments of invoices will be based upon the Contractor successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables and/or services. Payment shall be made pursuant to Wyo. Statute 16-6-602. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract. The source of federal funds for this Contract is the from the Community Services Block Grant under CFDA#93.569 .

- A. **Invoice Payment.** The Agency will remit payment of invoices to the Contractor in accordance with <the Statement of Work, (ATTACHMENT A) or Pricing and Payment

Schedule (ATTACHMENT B)>.

- B. Payment Retained.** The Agency shall withhold (retain) ten percent (10%) of all payments to be used if the Contractor should miss providing the deliverables within the stated deadlines, inability to meet the milestones or performance requirements as stated in the RFP <RFP #>, Statement of Work, (Attachment A), or other Attachments incorporated within this contract, or for not providing acceptable deliverables. The 10% withholding shall be held until the Contractor successfully completes the deliverables within the stated deadlines and the centralized client and case management system and/or services are implemented into production and the Agency has given written acceptance of the final product to include all written documentation. All costs for hardware, software, or other direct costs such as travel and expenses shall be paid in full.

Payments of invoices will be based upon the Contractor meeting the stated deadlines and upon the State's acceptance of the deliverables. Should the Contractor fail to comply with the provisions of the contract, payment for portions of the contract will be withheld until such time as the contract terms have been implemented. Administrative, contractual, and/or legal remedies, as determined by the Wyoming Attorney General, will be implemented, if it appears the Contractor has breached or defaulted on the contract.

- C. Final Product.** At any time, but prior to Acceptance of the <insert the name of the application/system> and/or services, the Parties agree that should the <insert the name of the application/system> and/or Services materially fail to perform substantially in compliance with the Agency's Specifications, the Contractor's liability in such an event shall be to return all fees paid by the Agency to that point. Prior to Acceptance, such termination decision shall be at the sole discretion of the Agency and is in addition to any other Termination provisions contained within this Contract.

- 5. Responsibilities of Contractor.** The services provided by Contractor are described in the RFP <RFP #>, Statement of Work (Attachment A), Pricing and Payment Schedule (Attachment B), Service Level Agreement (Attachment C), and License Agreement (Attachment D), which is made part of this contract pursuant to Section 9.L. of this Contract.

- 6. Responsibilities of Agency.** The responsibilities of the Agency are described in RFP <RFP #> and the Statement of Work, (Attachment A).

- 7. Special Provisions.**

- A. Conflicting Language.** Contract language in this document will have precedence and control over any language contained within RFP No. <RFP #>, Statement of Work (Attachment A), Pricing and Payment Schedule (Attachment B), Service Level Agreement (Attachment C), and License Agreement (Attachment D) that conflicts with the signed

and fully executed Contract.

In the event of a conflict between the Contract, Statement of Work (Attachment A), the RFP No. <RFP #> or any other document incorporated by reference, the following order of documents shall govern, in the order listed: (1) the Contract, (2) Statement of Work (Attachment A), then (3) RFP No. <RFP #> then any other document incorporated by reference. In case of conflict any clarification must be mutually agreed upon in writing and will govern the contractual relationship between the parties.

- A. Limitation of Payments.** The Agency's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds which are allocated to pay the Contractor. If funds are not allocated and available for the Agency to pay the Contractor for these services, the Agency may terminate this Contract at the end of the period for which the funds are available.

The Agency shall notify Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the Agency to terminate this Contract to acquire similar services from another party.

- B. Monitor Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.
- C. No Finder Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- D. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- E. Source Code Ownership and/or Escrow.**

[Option 1]The Contractor must agree that any source code developed in the course of a custom development for the Agency will be the property of the State of Wyoming. The Agency will also have the right to access the source code, obtain a copy and/or conduct

code reviews at any time, or hire third party testers.

[Option 2] If the software code is not open source code, a software escrow account shall be established at the Contractor's expense: in the event the Contractor becomes insolvent or ceases to support the software. The Escrow account shall contain the most current software version source code. Proof of the software escrow account shall be provided to the Agency ninety (90) days after the final signature is affixed to the contract. The software escrow agreement will be subject to the Attorney General Office and the Office of the Chief Information Office's review and written acceptance.

- F. System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract shall mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.
- G. Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire contract whether or not subcontractors are used. In any event, whether there are subcontracting or joint venture arrangements or not, a prime contractor shall be designated and the prime contractor shall sign this contract. The Agency reserves the right to reject any named subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this contract without prior written acceptance from the Agency.
- H. Warranty of the Deliverables.**
- i. The Contractor shall warrant that all services will be performed on a timely basis in a professional, workmanship like manner.
 - ii. The State requires a MINIMUM warranty period of twelve (12) months for all information technology contracts with Executive Branch agencies for developmental software, workflow process applications and consulting engagements (with a warranty and/or deliverable). The warranty period shall begin at the time the software/application/consulting has been tested and accepted by the Agency. During the warranty period, the Contractor shall be responsible to correct (at their expense) any problems, defects, and/or

deficiencies reported by Agency, which do not meet the agreed upon software/application/consulting specifications.

- I. Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Regina Dodson.

Any and all work performed under this contract shall be subject to approval and acceptance by the Agency Project Representative. In no instance shall the Contractor's staff refer any matters to any Agency Director or Deputy Directors or any other official in Wyoming unless initial contact, both verbal and in writing, regarding the matter has first been presented to the Agency Project Representative. This does not prevent the Contractor from communicating with the Agency's Executive Leadership within the Governor's office with appropriate coordination with the Agency Project Representative (courtesy). All correspondence from the Contractor shall be addressed directly to the Agency Project Representative. The Agency Project Representative or his designee shall be responsible for corresponding and arranging meetings with Agency personnel and outside Agencies and associations.

The Agency Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables required to meet the requirements of the contract.

The Contractor will be required to perform their work in compliance with Agency technology standards, policies, and procedures; as well as any applicable Federal guidelines.

- J. Change Control Management.** The Contractor must maintain a change control process with all changes and must be approved through the Agency's change control board. The change control process shall include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the change, a completion date for the change and an impact analysis indicating ramifications or impact to the project.

If unforeseen circumstances arise where a dispute resolution might be needed, Contractor will submit in writing a description of the problem and proposed resolution to the Agency Project Representative for his consideration. If change orders are needed, the Contractor agrees to continue at the hourly rate specified in the Statement of Work, (ATTACHMENT A) or Pricing and Payment Schedule (ATTACHMENT B), which ever applies.

In the event it is determined that a change to the Statement of Work (Attachment A) is required, a Contract amendment shall be made to the Contract in accordance to the

Contract. The change request shall be used by the Contractor as the justification for a change to the Statement of Work.

- K. Ownership and Disposition of Agency Owned Data.** Agency shall own all state data that may reside within the Contractor's hosting environment and/or equipment/media. Upon termination of the services, for any reason, the Contractor agrees to return all original state owned data and any derivative work to the Agency in a usable format. Delivery must be through a secured electronic transmission or by parcel service that utilizes tracking numbers.

Following the Agency's verified receipt of the original state owned data and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual state owned data regardless of format from the entire Contractor's technology resources and any other storage media or areas. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. The Contractor will provide a record of data destruction to the Agency for inspection and records retention no later than 30 days after destruction.

If, for any reason, the state owned data cannot be returned and/or destroyed upon termination of services, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction impossible. Upon mutual agreement by both parties that the return and/or destruction of the data is not possible or feasible, the Contractor shall make the state owned data inaccessible to those purposes that make the return or proper destruction impossible. The Contractor shall provide to the Agency a detail description as to the procedures and methods used to make the state owned data inaccessible no later than 30 days after making the data inaccessible.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. '1-39-104(a) and all other state law.

- C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.
- D. Audit/Access to Records.** The Agency and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. [Use the following language in cases where an independent audit is required. Consult your agency's assistant attorney general regarding additional language which is needed to address special requirements.] The Contractor shall, immediately upon receiving written instruction from the Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. Award of Related Contracts.** The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- H. Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor until publicly released by the Agency or until written permission is granted by the Agency for

its release.

Records shall be made available in response to requests received under the Freedom of Information Act only when such information may be released in compliance with 45 CFR 5.61, et seq., and all other applicable federal and state statutes and regulations.

Records shall not be disclosed or used for any purpose, except when permitted by Wyo. Stat. ' 42-2-111 and all other applicable federal and state statutes and regulations and when such disclosure or use is required by law.

Unless otherwise required by law, all records and other information pertinent to this contract shall be confidential and the custodian of such records shall deny access to those records in accordance with Wyo. Stat. ' 16-4-203(d).

J. Conflict of Interest.

- (i.) Contractor shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Agency or a disclosure which would adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this contract. This contract may be terminated in the event a conflict of interest arises. Termination of the contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Contractor shall take steps to insure that the file, evidence, evaluation and data are provided to the Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (ii.) A conflict of interest warranting termination of the contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- K. Entirety of Contract.** This Contract, consisting of <# of pages in text (#)> pages, the Statement of Work (Attachment A), consisting of <# of pages in text (#)> pages, <insert if applicable, Pricing and Payment Schedule (Attachment B), consisting of <# of pages in text (#)> pages, Service Level Agreement (Attachment C), consisting of <# of pages in text (#)> pages, License Agreement (Attachment D), consisting of <# of pages in text (#)> pages>, the RFP <RFP #>, consisting of <# of pages in text (#)>, any amendments to RFP <RFP #>, including written responses to question on RFP <RFP #>, and the Contractor's

Technical and Cost Proposal represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- L. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. ' 9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- N. Indemnification.** The Contractor shall indemnify, defend and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this contract shall be in

writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

- Q. Notice and Approval of Proposed Sale or Transfer of the Contractor.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- R. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Agency.
- S. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. ' 9-2-1016(b)(iv)(D).
- U. Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverages and provided the corresponding certificates of insurance:
- (i.) **Commercial General Liability Insurance.** Contractor shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per claimant and Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
 - (ii.) **Business Automobile Liability Insurance.** Contractor shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

- (iii.) Workers' Compensation or Employers' Liability Insurance. The Contractor shall provide proof of workers' compensation coverage pursuant to the Wyoming Workers' Safety and Compensation program, if statutorily required, or such other workers' compensation insurance as appropriate. Contractor's insurance shall include AStop Gap@ coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.
- (iv.) Professional Liability or Errors and Omissions Liability Insurance. The Contractor shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the State and the Agency from any and all claims arising from the Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- (v.) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Agency.
- (vi.) Agency/State May Insure for Contractor. In case of the breach of any provision of this Section, the Agency or the State may, at the Agency's or State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- (vii.) Agency/State as Additional Insured. All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Agency and the State as an additional insured, and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. Contractor shall provide, upon request, a copy of an endorsement providing this coverage.
- (viii.) Agency's/State's Right to Reject. The State reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

- (ix.) **Agency's/State's Right to Contact Insurer.** The Agency and the State shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

Exclusions endorsed;

- (i.) Claims in progress which could significantly reduce the annual aggregate limit;
- (ii.) If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 - a. Retroactive dates;
 - b. Extended reporting periods or tails; and
 - c. Any applicable deductibles.

V. Sovereign Immunity. The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and all other state law.

W. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

X. Termination of Contract. This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

Y. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

Z. Time is of the Essence. Time is of the essence in all provisions of the Contract.

AA. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

BB. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. ' 9-2-1016(b) (iv).

The effective date of this Contract is the date of the signature last affixed to this page.

AGENCY

<Name and Title>

Date

CONTRACTOR

<Name, Title, SS number/employer ID number>

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

<Name and Title>

Date