Delaware Health Information Network

Statement Regarding RFP #2027-001 and RFP #2027-003

October 30, 2026

After review of submissions made in response to RFP #2027-001, DHIN now desires to clarify certain aspects of that RFP and offer an opportunity for potential vendors to respond. RFP #2027-003 makes those clarifications and sets forth a modified project scope description. Submissions previously made under RFP #2027-001 will automatically be considered under RFP 2027-003, although submitters are permitted to update those prior submissions to address any matters identified or clarified in RFP #2027-003 if they so desire. Any such modified or supplemental submissions should clearly identify where they differ from the original response. A document marking the changes made to RFP #2027-001 is attached to this statement as Exhibit A.

EXHIBIT A

REQUEST FOR PROPOSAL

for

Healthcare Data Warehouse and

Claims, Clinical & Other Data Repository

RFP # 2027-~~001~~003

RETURN PROPOSALS TO:
DAN ECKRICH, DIRECTOR OF DATA MANAGEMENT
DELAWARE HEALTH INFORMATION NETWORK
107 Wolf Creek Blvd., Suite 2
Dover, Delaware 19901

Label proposal with **RFP # 2027-~~001~~003 DHIN Data Warehouse** and respondent's company name and address, point of contact (with phone number and email address) for the proposal.

Important Procurement Milestones – See body of RFP for complete proposal requirements

Publish Request for Proposals	~~08/31~~10/30/2026
~~Questions Due (Submit electronically through the DHIN website: https://dhin.org/who-we-are/rfps/~~	~~09/14/2026~~
~~Answers to questions posted to https://dhin.org/who-we-are/rfps/~~	~~09/18/2026~~
Proposals Due. DHIN reserves the right to reject late proposals. Proposals will be privately opened.	11/09/~~30/~~2026 (12:00 PM EST)
Anticipated Notification of Award	~~10/09~~11/13/2026
Anticipated Contract Start Date	~~11~~12/01/2026

NOTE: ~~The State of Delaware has awarded~~ RFP #2027-003 supersedes RFP #2027-001 and is being re-issued to more closely align with the provisions outlined in the final Rural Health Transformation Program (RHTP) funds~~, under the federal program,~~ and contract to augment ~~its healthcare~~DHIN's data warehouse capabilities~~. As such, respondents need to be aware~~ and provide further clarity regarding requirements and expectations. Applicants resubmitting proposals who originally submitted in response to RFP #2027-001 should highlight any changes in their new submission that ~~A) DHIN cannot make a final award notification until a formal contract is in place between the State and DHIN, and B) there may be flow down provisions under the RHTP that apply~~are different from their original proposal.

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PURPOSE FOR REQUEST FOR PROPOSAL

~~The~~ Delaware Health Information Network (DHIN) seeks proposals from qualified entities to design, build, implement, and/or support an Enterprise Data Warehouse that is able to incorporate all facets of healthcare data (clinical, claims, social determinants of health, and other relevant healthcare and non-healthcare data) from multiple stakeholders including providers and payers. The intent is a robust and scalable Health Data Utility platform capable of ingestion, management, storage, and retrieval of healthcare related information.

As Delaware's Health Information Exchange (HIE), Health Data Utility (HDU), and designated All Payer Claims Database (APCD), DHIN is strengthening its capabilities to facilitate secure, timely, and interoperable exchange of clinical and claims data among healthcare providers, payers, public health entities, and other stakeholders. The Data Warehouse will serve as the central data platform supporting:

- Access to longitudinal patient records
- Health data analytics and reporting
- Care coordination across providers
- Public health reporting and surveillance
- Regulatory reporting
- Population health initiatives
- Value-based care initiatives
- Emergency response and continuity of care
- Participation in national exchange frameworks (e.g., eHealthExchange, TEFCA, & CMS Aligned Networks)

1.1 Objectives

The Data Warehouse solution must:

- Support the architecture and pipelines necessary to ingest, store, and share clinical and claims data
- Support statewide data aggregation and exchange
- Enable longitudinal patient records across care settings
- Facilitate real-time and event-based data sharing
- Align with TEFCA (Trusted Exchange Framework and Common Agreement)
- Be capable of supporting or evolving into a Qualified Health Information Network (QHIN) or connecting seamlessly to one
- Ensure privacy, consent, and governance compliance
- Scale to support millions of patient records and high transaction volumes

2 SCOPE OF WORK

The scope of this project includes the following:

- Proposing a data warehouse platform that meets or exceeds the conditions or parameters highlighted in the sections below
- Assistance with the implementation of the data warehouse platform
    - Note: as part of the RHTP, the work performed under this initiative will need to be completed and invoiced to DHIN by September 30, 2027

- Ongoing product development & enhancement in perpetuity technical advancement of the healthcare industry
- Post-implementation support of the data warehouse platform
- ~~Conversion/migration~~Optimization of claims and clinical data pipelines including validation and DQA processes.
- Migration, re-ingestion, and/or conversion of both clinical and claims current data ~~(if applicable)~~following industry standard data models and architecture with minimal disruption to existing functionality.

2.1 Core Capabilities

DHIN recognizes that not all Data Warehouse platforms are built for all possible use cases or capabilities. However, the following sections outline the required and preferred capabilities based on today's needs and those anticipated needs of the near future. Expectations are to include three instances in support of Development, Testing, and Production environments.

2.1.1 Data Ingestion

The Data Warehouse platform must support the ingestion of standard healthcare datasets such as those listed below into discrete data elements:

- HL7 v2.x messaging (ADT, ORU, ORM, MDM, VXU)
- Utilization of the entire HL7 FHIR (minimum R4/prefer R5 or higher) data spectrum
- HL7 FHIR APIs
- CDA/C-CDA (encounters, transitions of care, etc)
- IHE profiles (XDS.b, XCA, PIX, PDQ)
- ~~X12 claims, XML,~~Claims data from standardized flat files/CSV with a roadmap to support future X12 format ingestion
- Public health reporting (ELR, syndromic surveillance)
- Supplemental datasets that could link to a patient, provider, or payer such as:
    - Social vulnerability index
    - Risk scores
    - Census tract/geocoding
    - Custom identifiers or metadata for DHIN-specific products or services

2.1.2 Administration & Data Management

- DHIN will have full administrative rights for configuration, data management, and assigning additional user roles (all user profiles of the data warehouse should integrate with DHIN's Microsoft Active Directory/EntraID platform)
- Code set mapping to industry standards such as ICD10, CPT, LOINC, RxNorm
- Custom mapping of local codes & transformations
- Mechanism for enforcing, defining & modifying de-duplication rules
- Utilities for standardization & reporting of data quality & volume
- Provenance must be maintained with each data element

2.1.3 Storage Repository

The platform will support the following storage requirements:

- DHIN would prefer to host the data warehouse in its own AWS platform, but open to alternative hosting arrangements based on the solution provided

- 3 Environments: Development, User Acceptance Testing, and Production
- Encryption of data at rest and in transit
- Structured & unstructured data
- Scalable & extendable data models for capturing custom data elements for future proofing
- ~~Support for storage of data as an OMOP common data model for research related purposes~~

2.1.4 Data Output & Retrieval

- Support for all FHIR APIs including bulk FHIR retrievals
- IHE based exchange (XCA)
- Scheduled and ad-hoc queries utilizing a flavor of SQL
- Ability to retrieve on-the-fly consolidated and encounter CCDAs into a standard templated ~~formats~~format, pull data from all available clinical and claims data stored in the Warehouse
- Pre-defined materialized and/or virtualized views of defined datasets with automated, regular schedules refreshes
- Customizable materialized and/or virtualized views of defined datasets with automated, regularly scheduled refreshes
- Ability to build ad-hoc stored procedures, functions, and triggers
- Logging of data outputs and audit trails of user activity and data retrieved
- Longitudinal record retrieval by patient, encounter, provider, or custom clinical definitions
- Near real-time data access & retrieval for all transactional data
- Other standards~~-~~based outputs including Clinical Quality Language to support eCQM and Clinical Decision Support

2.1.5 External Integrations

- Master Person Index (MPI): Integration with DHIN's existing, 3rd party Enterprise Master Patient Index (EMPI) platform (currently Verato)
- MPI: Near real-time synchronization between the 3rd party EMPI and all internal data storage
- Tools, utilities, and documentation for patient identity governance
- ~~Provider Directory: the data warehouse should have the ability to be "The" source of truth for a hierarchical provider directory, or integrate with a 3rd party product~~
- ~~Provider Directory: use publicly available sources to maintain or flag current discrepancies with national registries (NPI, NPPES, CMS's future model)~~

2.1.6 Consent & Privacy Management

- All FHIR APIs need to be able to respect data sensitivity tags and consent rules
- Data segmentation (HL7's DS4P where applicable)
- Full audit trails (e.g. privacy and consent data changed date/time)

2.2 Ongoing Maintenance & Support

DHIN is looking for the solution provider to perform the following functions beyond the end of the initial implementation period:

- Product enhancement: regulatory or standards-based evolutions including:
  - USCDI CCD ingestion compliance within two versions of the currently 'live' or published version
  - Reference code sets updated regularly (ICD10, CPT, LOINC, RxNorm, etc)
- Product enhancements: DHIN-driven requests for additional functionality
- Routine product upgrades/releases of new features & functionality
- Professional services options for patching, upgrading, optimization, and other maintenance

If Applicable/SaaS Must include:

- High availability (≥99.9% uptime SLA)
- Disaster recovery (RTO ≤ 4 hours, RPO ≤ 15 minutes preferred)
- Elastic scalability
- Geographic redundancy (multi-region)

3 Regulatory Compliance

The selected system will continuously adopt and integrate ONC and CMS interoperability standards, data certification criteria, and quality reporting updates as federal regulations evolve.

~~1.1.1~~3.1.1 Regulatory Compliance and Evolution

- Dynamic alignment: The data warehouse architecture will dynamically adapt to current and future Office of the National Coordinator for Health Information Technology (ONC) and Centers for Medicare & Medicaid Services (CMS) rules.
- Continuous tracking: The technical team will monitor federal rulemakings, updates, and roadmaps to ensure the platform stays compliant with changing mandates.
- Automated adjustments: System maintenance plans will include scheduled update cycles for data standards, vocabulary code sets, and privacy rules.

3.1.2 Interoperability and Standards

~~3.1.1~~

- FHIR integration: The platform will use Fast Healthcare Interoperability Resources (FHIR) application programming interfaces (including BULK FHIR) to meet ONC interoperability requirements with roadmaps to support TEFCA & QHIN compliance and connectivity.
- Standardized vocabulary: Data ingestion pipelines will enforce standard code sets including SNOMED-CT, LOINC, and RxNorm as required by CMS guidelines.
- Data exchange: The warehouse will support certified electronic health record technology data export and import protocols without proprietary blocks.
- USCDI format adoption

~~3.1.2~~3.1.3 Governance and Security

- Access protocols: Security controls will follow ONC data protection rules and HIPAA, HITECH standards to protect patient privacy.
- HITRUST or equivalent certification (preferred)
- Audit readiness: The infrastructure will maintain audit logs to track data access and transformation for federal quality reporting programs in compliance with TEFCA requirements.
- Stakeholder oversight: A data governance committee will review upcoming CMS quality measure changes and approve implementation roadmaps.

- Encryption at rest and in transit
- Role-based and attribute-based access control
- Zero trust architecture (preferred)

3.1.4 Artificial Intelligence Uses

- Vendor shall not use, retain, disclose, train on, or otherwise process patient-level data beyond the services explicitly authorized in this agreement.
- Any handling of protected health information must occur within DHIN's data warehouse secure environment and in accordance with applicable privacy, security, and data protection requirements.
- Vendor must have policies and infrastructure guardrails built in to enable the use of AI while maintaining HIPAA compliance and best in class protection of patient level data.
- Data must not be used for training external AI models
  - Data cannot leave DHIN's data ecosystem
  - Patient-level data, including protected health information (PHI), must not be entered into or processed by any artificial intelligence (AI) tool unless the tool has been approved by the organization, meets all applicable privacy, security, and regulatory requirements, and is authorized for handling such data.

~~3.1.3~~3.1.5 Deliverables and Milestones

Expected deliverables and milestones for the implementation of the proposed solution include:

- Solution architecture and design artifacts
- Project plan with regular status reports
- Integration specifications
- Dev, UAT, and Production environments
- Data Migration plan including robust testing and validation
- Operations and support documentation
- Training Materials

Detailed timelines and milestones to be determined with the development of the solution architecture and design artifacts. Completion of project as defined must be completed by September 30th, 2027.

4 PROPOSAL REQUIRED ELEMENTS

The proposal should be prepared simply, providing a straightforward, concise description of the ~~responder's~~respondent's capabilities to satisfy the requirements of the request for proposals. Overall readability and professionalism of presentation may be considered in evaluating the proposal. The quality and timeliness of the proposal are deemed to be predictive of the quality and timeliness of the final work product.

4.1 General Requirements

Proposals must include the following elements:

- Cover Letter attesting that the person signing is entitled to represent the bidding organization, empowered to submit the bid, and authorized to enter into negotiations and a contract including the provisions contained herein. The cover letter should include any exceptions to the terms and conditions specified in this RFP, citing the section of the RFP for which the exception applies.
- Title Page labeled with RFP# 2027-01 DHIN Data Warehouse and respondent's company name and address, point of contact (with phone number and email address) for the proposal and date of the proposal.
- Statement of Corporate Capabilities describing your organization's experience and capabilities with similar healthcare data warehouse and interoperability implementations.
- Detailed proposal, to include:
    - Description of proposed platform including capabilities and functionality.
    - Project staffing (see section 3.2)
    - Credible presumptive work plan and schedule (see Section 3.3)
    - Pricing and fee structure detailing both implementation and ongoing support.
- Executed Warranties (Attachment A to this RFP)
- Proposed Professional Services Agreement – The Master Professional Services Agreement (MSA) should be ~~attached hereto as Attachment B. The MSA should be~~ drafted as a master agreement that will control the relationship between the parties throughout the engagement. The MSA should include all terms and language to be expected of a complex technical agreement. The MSA must indicate explicitly any proposed exceptions to or deviations from the explicit requirements of this RFP. The successful bidder should expect their proposed MSA to be negotiated upon selection~~. If Respondent already has an active MSA with DHIN, please simply make note of that in the proposal~~
- Proposed Statement of Work -- The Statement of Work (SOW) should be drafted as an exhibit to the MSA attached hereto as Attachment C. The SOW may, but need not be, the same physical document as the Detailed Proposal listed above. The SOW must be in a form that, along with the MSA, the successful bidder is willing to execute and move forward with the work. The SOW must indicate explicitly any proposed exceptions to or deviations from the explicit requirements of this RFP.
- References from at least three organizations for which the bidder has performed similar work. Organizations that resemble DHIN are preferred references. Reference should include client name, services performed, period of engagement, contact person, title, address, and telephone number.
- Other material deemed relevant (optional)

4.2 Project Staffing

The bidder is required to provide throughout the life of the contract:

- A senior executive sponsor of the project who will be engaged and accessible to DHIN leadership throughout the life of the project
- An experienced project manager with a record of successful outcomes with similar projects

- Adequate and experienced staff resources to support a successful project completion and outcomes; including technical, operational, and training roles
- All staff will be employees of the bidding organization except where approved by DHIN
- All staff will be US-based and available during traditional eastern standard times

4.3 Project Work Plan

The proposal must include a credible presumptive work plan that clearly describes activities, resources, key dates and milestones showing how the bidder intends to accomplish the work and produce the final deliverables not later than September 30th, 2027. Before final contract signing, the work plan may be adjusted by mutual agreement based on further discussion and negotiation. The agreed work plan will be included by reference in the contract and can only be modified thereafter by signed mutual agreement.

The work plan will include:

- The tasks to be performed, consistent with the scope of services and schedule
- The time allocated to each activity and the responsible person(s) associated with each task
- Whether the task will be performed on-site at ~~the DHIN~~DHIN's offices or off-site at another location
- DHIN resources expected to be involved in the task and their role
- Stakeholder resources expected to be involved in the task and their role
- Contractor resources expected to be involved in the task and their role

4.4 Pricing Methodology

A flat fee proposal is preferred. Should any variable fees be included in the proposal, they must be clearly described and the basis for such fees included, along with best estimate of the anticipated total cost of the engagement.

Any pricing proposal should clearly reflect payment milestones connected to project milestones and acceptance of deliverables. Payment will be provided within thirty (30) days of receipt and acceptance of invoices. DHIN's obligation to pay under the terms of this agreement is contingent on the timely performance by the contractor of its obligations and duties. The contractor agrees that upon complete performance of this agreement, the maximum extent of DHIN's obligation is the total contract consideration and waives any and all claims for interest, costs, any other sums or any other relief.

DHIN is not responsible for any costs incurred by a respondent related to the preparation or delivery of the response or any other activities related to this RFP.

DHIN recognizes not all respondents may be able to meet all required and preferred features or capabilities. Respondents should submit proposals that clearly identify what capabilities come with the platform, which are optional or add-on, and which may be part of a future ~~road-map~~roadmap.

In addition, if ~~Resonent's~~Respondent's platform typically comes in multiple configurations (e.g. with or without managed services) or if Respondent's platform has preferred configurations (e.g. runs on AWS but runs more optimally on Snowflake), please call those out in the proposal.

4.5 SUBMISSION OF PROPOSALS

Proposals should be submitted ~~in one soft copy (Microsoft~~as a MS Word or ~~.pdf) sent by email to dan.eckrich@dhin.org (cc: ali.charowsky@dhin.org)~~

~~A Letter of Intent and any questions regarding this Request for Proposal must be received in writing not later than 5:00 PM EST **September 14th**~~ PDF document through the ~~DHIN website~~proposal submission form on DHIN's Website (~~https://dhin.org/who-we-are/rfps/). Questions pertaining to a specific section or page of the RFP must reference that section. Answers to questions will be posted at https://dhin.org/who-we-are/rfps/ by **September 18th, 2026.** Those who submitted questions will receive an email notification when answers are posted to the website. All others must check the website for answers. All questions and answers submitted with regard to this RFP will be posted.~~https://dhin.org/who-we-are/rfps/).

Any changes or modifications to a proposal must be made in writing, submitted in the same manner as the original response, and conspicuously labeled as a change or modification to a previously submitted proposal. Changes or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals. DHIN reserves the right to request clarification and/or further technical information from any contractor submitting a proposal. All responses, to include changes or modifications to proposals, must be received by **12:00 PM EST, ~~September 30th~~November 9th, 2026** in order to be considered. Timeliness in meeting proposal deadlines will be deemed predictive of timeliness in meeting the deliverables under this engagement.

5 EVALUATION, SCORING, AND SELECTION

5.1 Proposal Review Committee

The Proposal Review Committee shall consist of five-to-eight individuals selected by DHIN Management. Each member shall score all proposals independently before meeting for group discussion. During discussion, any member of the Committee may elect to change a score upward or downward based on new insights or understanding emerging from discussion.

The bidders of the top reviewed proposals may be asked ~~for~~to meet with the selection committee to provide additional details and clarifications up to and including an online formal presentation. The proposed project team should attend this meeting, allowing DHIN leadership an opportunity to interact and explore the general proposal and key areas of interest. A final selection will be based on the interview if applicable and reference checks.

DHIN reserves the right to withdraw this RFP, to reject any non-conforming proposals, to waive minor defects in the proposal or allow the bidder to correct such defect if the best interest of DHIN will be served by doing so. DHIN also reserves the right to accept a portion or portions of a proposal.

DHIN places great importance on cultural alignment with its suppliers and contractors. An otherwise successful bidder may be disqualified if reference checks and personal interactions create concerns about cultural fit.

5.2 Basis of Scoring

Evaluation of proposals will be based on the following criteria:

~~Evaluation Item~~
1. Meets mandatory RFP provisions
2. Completeness and credibility of proposed work plan
3. Industry knowledge (healthcare, health information technology, health data exchange, health information networks, health data organizations)
4. Perceived value for proposed cost
5. Qualifications, prior experience, and performance on similar projects
6. Quality and reasonableness of proposed MSA/SOW
7. Quality of written proposal (professional appearance, content, grammar, vocabulary).

6 Notification of Award

Notification of Award will be made to all bidders by ~~October 9th~~November 13th, 2026. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided that all proposals are not accepted. Any proposal failing to respond to all requirements may be eliminated from consideration and declared not acceptable.

7 ORGANIZATIONAL BACKGROUND

~~The~~ Delaware Health Information Network (DHIN) is a statutory not-for-profit instrumentality of the State of Delaware with the purpose to promote the design, implementation, operation and maintenance of facilities for public and private use of health care information in the State. DHIN's statutory mission is to develop and operate a state-wide health information network integrating clinical, financial, and patient satisfaction data sources to inform decisions (16 *Del. C.* § 10303). DHIN is intended by law to be a public-private partnership for the benefit of all citizens of Delaware. (https://delcode.delaware.gov/title16/c103/index.html)

DHIN serves as an aggregator of health data from disparate sources and provides services to make that data useful in a variety of settings and to a variety of users. DHIN has collected and aggregated clinical

data since 2007, and additionally administers Delaware's All Payer Claims Database, with claims data from 2013 forward. With the growing emphasis on value-based contracting and payment arrangements, we anticipate the need to integrate additional types and sources of data.

MISSION -- Connecting health data with those who use it, powering actionable insights that lead to healthier lives and communities

VISION -- Delaware's premier health intelligence network and preferred health data partner

CORE VALUES –

- Integrity always
- Embrace Innovation
- Own the Outcomes
- Stronger Together

Technology Environment

DHIN pursues a modular, scalable, flexible, cost-efficient platform and tools able to integrate disparate data types and data formats to support clinical and analytics service lines.

DHIN's current data ecosystem is a hybrid approach using both vendor and in-house supported systems primarily in an AWS environment with Mirth Connect as the primary integration engine, PostgreSQL and Redshift for transactional and reporting databases, and a FHIR-based Clinical Data Repository and All Payer Claims Database supported by a third-party vendor. DHIN currently maintains a master person index of over five million people (roughly 3 million 'active') and handle up to a million transactions (HL7, CCDs, API queries, etc) daily during peak usage.

8 CONTRACT REQUIREMENTS

8.1 RFP, Proposal and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. Prices must remain valid for at least ninety (90) days. Contract negotiations will include price re-verification if the price guarantee period has expired. DHIN reserves the right to contract with the successful bidder for all or any portion of the proposed deliverables. If bidders are unwilling to comply with RFP requirements, terms, or conditions, objections must be clearly stated in the cover letter.

The RFP and the executed contract between DHIN and the successful bidder shall constitute the contract between DHIN and the contractor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, RFP. The proposal may be incorporated into the contract by reference. No other documents shall be considered. These documents contain the entire agreement between DHIN and the Contractor.

8.2 Choice of Laws

The form of this engagement will be a professional services contract interpreted under the laws of Delaware.

8.3 Independent Contractor

The successful bidder will be considered an independent contractor to DHIN, and is not an employee, agent, joint venturer, or otherwise under the direction or control of DHIN or the State of Delaware. The contractor retains all control and direction over its employees, officers, and agents in performing under this engagement, except that DHIN retains the right of direction, content, and form of the final deliverables.

8.4 No Subcontracting

The contractor shall perform this engagement with its own employees or officers and shall not subcontract any of the work unless DHIN provides written consent in advance of any subcontractor engagement.

8.5 Compliance with Other Laws

The successful bidder will be required to warrant (see Attachment A) that it is in complete compliance with all provisions of applicable Federal, State, and local laws, acts, and regulations that legally prohibit discrimination based on age, race, color, religion, national origin, gender, handicap, and veteran status, etc. and must further warrant complete compliance with all provisions of Federal, State, and local laws, acts, and regulations regarding any required permits, licenses, registration, taxes, or fees.

8.6 DHIN's Sole Property

All information in any form or the analysis of such information that is obtained, collected, produced, or compiled by the contractor shall be the sole and exclusive property of DHIN, and the contractor shall not release nor provide such information, analysis, conclusions, or documents to another without express written consent of DHIN, and this provision will survive termination or completion of the engagement.

8.7 Indemnification

A bidding party who is successful shall indemnify and hold DHIN, its Board of Directors, agents, employees, officers, and directors harmless from any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from contractor's breach of any of its warranties or the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

8.8 Freedom of Information

All proposals become the property of DHIN and will not be returned to bidders. In general, all proposals should be considered public information and may be subject to disclosure under the Freedom of Information Act ("FOIA"), codified at 29 *Del. C*. § 10001-10006. In the event that a bidder believes that it must disclose information to DHIN as part of its response to this RFP that does not fall within the definition of "public records" in 29 *Del. C.* § 10002 due to its nature as trade secret information or otherwise, the bidder may submit such information to DHIN in a separate file labeled "Confidential," along with a representation from its counsel that such information has been reviewed and is appropriately designated as being information exempted from the definition of "public record" under FOIA. Any information not so designated will not be considered confidential. Should such information be subject to a request under FOIA at a future time, bidder acknowledges that it shall be its obligation, and not DHIN's, to seek appropriate protection to maintain the confidentiality of such information in a tribunal assessing the request. DHIN makes no representations or warranties that any such designation will survive a challenge under FOIA or any other applicable law.

8.9 Insurance Required

As a part of the contract requirements, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage of:

a) **Automotive Liability Insurance** covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

b) **Worker's Compensation Insurance** under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than $100,000 each accident, covering all Contractor's employees engaged in any work hereunder.

c) **Comprehensive Liability -** Up to one million dollars ($1,000,000) single limit per occurrence and three million dollars ($3,000,000) in the aggregate including:

   a. Bodily Injury Liability - All sums which the individual or company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

   b. Property Damage Liability - All sums which the individual or company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.

   c. Contractual liability, premises and operations, independent contractors, and product liability.

d) **Professional Liability** – One million ($1,000,000) per occurrence/ three million ($3,000,000) in the aggregate

e) Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

8.10 Default

Any failure of the contractor to perform any of its obligations or duties under this agreement in a timely fashion is a material breach of the contract that allows DHIN, at its sole option, to terminate the contract without further obligation to the contractor, or to waive such default in writing. DHIN shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the contract shall, at the option of DHIN, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DHIN. DHIN's waiver of a default in any instance shall not be construed to be a waiver in any other circumstances.

8.11 Opportunity to Cure

In the event, a party to this agreement commits a default of its obligations, the other party shall provide the defaulting party with a written notice of such default and 15 business days to cure such default.

8.12 Dispute Resolution

Each party shall use reasonable efforts to settle any disputes related to this Agreement through efficient communication and informed discussion.

9 CONTRACT MANAGEMENT AND COMMUNICATIONS

DHIN will retain the ultimate decision-making authority required to ensure project tasks are completed.

A schedule overrun of 10% or greater will invoke a 10% monetary penalty unless it is due to factors not under the reasonable control of the selected bidder. Such determinations will solely be made by DHIN.

The Project Leadership Team (PLT) will consist of members of ~~the DHIN~~DHIN's senior management team. Any member of the team may be called upon to assist in providing background information germane to the successful completion of the engagement.

Staff Coordination - ~~The DHIN~~DHIN's Project Manager will serve as the contact points through which the contractor may relay questions or problems, will coordinate all necessary contacts between the contractor and DHIN stakeholders and will report to ~~the CEO on the~~DHIN's Executive Sponsor effectiveness, quality, and timeliness of the Contractors services.

Approval of Deliverables - The ~~CEO~~Executive Sponsor will review, evaluate, and approve all deliverables prior to the contractor being released from further responsibility.

Contract Issues – ~~the DHIN~~DHIN's CEO or Chief Legal Officer, shall be contacted regarding questions and/or problems of a contractual/deliverable nature and shall be responsible for resolving legal issues and interpreting contract terms and conditions. The CEO is the sole authority authorized to approve changes in any of the requirements under this contract. These changes include but will not be limited to the following areas: scope of work, price, quantity, and contract terms and conditions.

Payment Issues – ~~The DHIN~~DHIN's CFO is the point of contact for any questions or problems regarding invoicing or payment.

ATTACHMENT A
PROPOSER WARRANTIES

1. Proposer warrants that it is in complete compliance with all provisions of applicable Federal, State, and local laws, acts, and regulations that outlaw discrimination based on age, race, color, religion, national origin, gender, handicap, and veteran status

2. Proposer warrants that it is in complete compliance with all provisions of Federal, State, and local laws, acts, and regulations regarding any required permits, licenses, registration, taxes, or fees.

3. Proposer warrants that it has insurance as required by this RFP and will provide a copy of the certificate of insurance upon request.

4. Proposer warrants that it is willing and able to comply with Delaware laws.

5. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of Delaware Health Information Network.

6. Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the proposer for the purpose of securing business. For breach or violation of this warranty, DHIN shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee

4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:_____

Name (typed):_____

Title:_____ Date:_____