

## REQUEST FOR PROPOSAL (RFP)

**Date Posted:** June 24, 2024

**Closing Date:** August 2, 2024 by 5:00 pm EST

**Contracts Administrator:** Tiesha Hogue-Shankin

**E-Mail Address:** [THogue-Shankin@wmpc.care](mailto:THogue-Shankin@wmpc.care)

**Web Address:** <https://www.wmpc.care/>

**Organization:** West Michigan Partnership for Children (WMPC)

**Item:** Software Solution for Database Management

**Period of Contract:** October 1, 2024, through September 30, 2027 (with the option to renew)

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This Bid Event was recently posted to West Michigan Partnership for Children's website:

<https://www.wmpc.care/>

Bidders must create an account with e-ClImpact to apply. The full RFP document can be found in the Resource Center of the account profile page.

It shall be the bidder's responsibility to monitor their e-ClImpact account profile for any changes/amendments.

## 1. Bidding Instructions

### 1.1 Questions

All inquiries shall be directed only to the Contract Administrator reflected on Page 1 of this proposal. There shall be no communication with any other affiliated employees regarding this RFP except with designated participants during:

- Platform Demonstrations
- Negotiations
- Contract Signing
- As otherwise specified

Violations of this provision by bidder or affiliated personnel may result in the rejection of the proposal.

Questions regarding clarification of the bid event must be submitted in WRITING via email to the Contract Administrator by 4:00 pm EST on July 12, 2024.

Contract Administrator: Tiesha Hogue-Shankin  
E-Mail Address: [THogue-Shankin@wmpc.care](mailto:THogue-Shankin@wmpc.care)

Failure to notify the Contract Administrator of any conflicts or ambiguities in this bid event may result in items being resolved in the best interest of West Michigan Partnership for Children.

### 1.2 Mid-Bid Conference Call

A conference call will take place using Microsoft Teams on July 18, 2024, at 2:00 pm EST to address written questions submitted by bidders by 4:00 pm EST on July 12, 2024. Bidders may access the call by clicking the link below.

[Join the meeting now](#)

Meeting ID: 272 317 973 230  
Passcode: kFQjig

### 1.3 Platform Demonstrations

Selected bidders will be contacted on August 12, 2024, to schedule a time during the week of August 19-23, 2024, to conduct a virtual demonstration of their platform to the Review Committee. The Review Committee reserves the right to request information from bidders as needed. If information is requested, the Review Committee is not required to request the information of all bidders.

### 1.4 Cost of Preparing Proposal

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

### 1.5 Preparation of Proposal

Prices are to be included in the proposal. Computations and totals shall be indicated where required. The Review Committee has the right to rely on any prices provided by bidders. The

bidder shall be responsible for any mathematical errors. The Review Committee reserves the right to reject proposals which contain errors.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

### **1.6 Signature of Proposals**

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with their name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate the individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

### **1.7 Withdrawal of Proposals**

A proposal may be withdrawn on written request from the bidder to the Contract Administrator prior to the closing date.

### **1.8 Evaluation of Proposals**

Award shall be made in the best interest of West Michigan Partnership for Children as determined by the Review Committee. Consideration may focus on the following equally weighted criteria:

- Proposal completeness; submission addressed all required and relevant items and met response format as required by RFP
- Platform design and description meets service needs
- Appropriate staffing resources, capacity to meet applicable standards and contractual requirements, and commitment to DEI
- Experience in providing like services
- Cost effectiveness; including financial management and stability

### **1.9 Acceptance or Rejection**

The Review Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

### **1.10 Disclosure of Proposal Content and Proprietary Information**

All proposals become the property of West Michigan Partnership for Children. Michigan's Freedom of Information Act (FOIA), MCL 15.231 et seq requires public information to be placed in the public domain at the conclusion of the selection process and to be available for examination by requesting parties. No proposals shall be disclosed under the FOIA until the deadline for submission of bids or proposals has expired. West Michigan Partnership for Children reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Michigan law.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be clearly labeled. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". West Michigan Partnership for Children reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Michigan law.

West Michigan Partnership for Children does not guarantee protection or nondisclosure of any information, including information that is not submitted as required.

### **1.11 Exceptions**

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Proposal to be entitled: "Exceptions".

### **1.12 Notice of Award**

An award is made on execution of the written contract by all parties.

### **1.13 News Release**

Only West Michigan Partnership for Children is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

## **2. Proposal Response**

### **2.1 Submission of Proposals**

Bidder's proposals must be uploaded and submitted as an attachment (in PDF or Excel format) to their application in eCImpact. Proposals must be submitted by August 2, 2024 at 5:00 pm EST. It is the bidder's responsibility to ensure bids are received by the closing date and time.

Faxed, e-mailed, or telephoned proposals are not acceptable.

### **2.2 Letter**

All bidders shall respond to the following statements:

- a) The bidder is the prime contractor and identifying all subcontractors;
- b) The bidder is a corporation or other legal entity;
- c) No attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- d) The bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- e) The bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- f) The person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- g) Whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any

service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;

- h) Bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- i) The bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

For breach of this provision, the Review Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

### **2.3 Bidder Information**

The bidder must provide the following information:

- a) Formal legal name
- b) Organization purpose/mission
- c) Incorporation status, such as 501c(3)
- d) Authorized representative for contract negotiations and signature
- e) Relationship of the organization mission to the proposed service
- f) Future planning facing the organization that may impact proposed service
- g) Number of personnel, full and part time, assigned to this project by function and job title
- h) Resources assigned to this project and the extent they are dedicated to other matters

### **2.4 Proposal Format**

Bidders are instructed to prepare their Proposal including the following sections in the same sequence as outlined below. Further description of the requirements of each section are described below.

- a) Qualifications
- b) Compliance
- c) Organizational chart
- d) Experience
- e) Timeline
- f) Methodology
- g) Training
- h) Cost Sheet (Attachment A)
- i) References
- j) Bidder Contracts

- k) Technical Literature
- l) Administrative Requirements

## **2.5 Qualifications**

A description of the bidder's qualifications and experience providing the requested or similar service shall be submitted with the Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the bid event.

Bidder must provide evidence of the following compliance measures:

- a) SOC 2 Compliant Data Center
- b) HIPAA/PHI Compliance, including off-site cloud back-up
- c) 508 Compliance
- d) Co-location data centers or separate cloud regions
- e) Sample of securing data permissions and interoperability with MiSACWIS (or similar) systems

## **2.6 Experience**

All bidders are preferred to have a minimum of three years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

All bidders must indicate their prior experience and demonstrated expertise by addressing the following:

- a) Indicate other experience with similar types of database management.
- b) Describe experience with developing and sustaining collaborative relationships with other organizations.
- c) Describe your organization's approach to ensuring culturally competent services, supporting a diverse workforce, and designing programs and services to achieve equitable results across demographic groups.
- d) Describe the capacity of the organization to meet applicable standards and contractual requirements. Provide supporting information/documentation as relevant (nationally recognized accrediting body, if applicable).

## **2.7 Timeline**

A timeline for implementing services must be submitted with the bid. The timeline should identify deliverables.

## **2.8 Methodology**

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

## **2.9 Training**

Bidder shall describe the training process for West Michigan Partnership staff and available options.

## **2.10 Cost Sheet**

Bidder shall complete Proposal Cost Sheet (Attachment A), including:

- a) Detailed breakdown of all costs associated with their proposal
- b) Process for addressing cost escalations during the contract term
- c) Payment terms and conditions
- d) Adequate liability insurance, specifically including cybersecurity insurance

### **2.11 References**

Bidder shall provide three references who have purchased similar items or services from the bidder in the last two year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

### **2.12 Bidder Contracts**

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the contract generated from this Bid Event. Include Service Level Agreements and License or Subscription agreements. These items are best included in an Appendix.

### **2.13 Technical Literature**

All Proposals shall include specifications and technical literature sufficient to allow West Michigan Partnership for Children to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

### **2.14 Administrative Requirements**

The following items are standards the bidder must meet under a contract to provide services. They are rated as satisfactory/unsatisfactory according to the responses provided:

- a) The bidder must provide WMPC with a synopsis report of the following regulatory or other issues having occurred within the past five years to the extent these events related to services your organization provided.
  - Litigation
  - Allegations of wrongdoing
  - Allegations or adjudications of malpractice
  - Allegations or adjudications of violations of applicable codes of ethics
  - Adverse regulatory licensing determinations, including but not limited to provisional license status
- b) The bidder must also disclose any pending litigation to which they are party, including disclosure of any outstanding judgment. Information to submit includes:
  - Date, caption, case number, and jurisdiction of the relevant proceeding
  - Summary of the allegations of the complaint, defenses and counterclaims, and current procedural status
  - Summary of any dispositive court rulings and estimated timeline for resolution of the proceeding
- c) The bidder must disclose information about any affiliation or sub-contractual relationships, common ownership, overlapping Boards, pending or planned mergers or acquisitions which may affect the terms of potential contract. The bidder must name the specific organization(s) and the specific nature of the organizational relationship.

- d) The proposal must include a statement that the bidder has no real or potential Conflict of Interest with WMPC or a statement describing the nature of the real or potential conflict of interest and possible mitigation.
- e) WMPC expects service providers to follow Generally Accepted Accounting Principles (GAAP). Specifically, WMPC expects service providers to track expenses and submit financial status reports within 60 days of when the service was rendered. **State Yes or No** if you have an accounting system or staff that can accommodate this expectation.

### **3. Terms and Conditions**

The successful bidder will be required to adhere to the following Terms and Conditions if selected by WMPC and will comply with the contract in its entirety as well as subsequent renewals, revisions, and modifications to the contract.

#### **3.1 Contract**

The successful bidder must enter a written contract with WMPC and accept the following documents as a condition of the contract with WMPC:

- State of Michigan's Data Sharing Agreement
- WMPC's Business Associate Agreement
- WMPC's Non-Disclosure Agreement
- Grant Agreement between WMPC and MDHHS

#### **3.2 Contract Documents**

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- State of Michigan's Data Sharing Agreement
- Written modifications to the executed contract, signed by the parties;
- Written contract signed by the parties

#### **3.3 Contract Formation**

No contract shall be considered to have been entered into by WMPC until all required signatures have been rendered and a written contract has been signed by the successful bidder.

#### **3.4 Governing Law**

This contract and the rights of the parties under this contract will be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan. The parties shall bring any legal proceedings arising out of this contract in a Michigan state court of competent jurisdiction.

#### **3.5 Mandatory Provisions**

The provisions in the attached Business Associate Agreement and Non-disclosure Agreement are a part of this contract.

#### **3.6 Term and Termination**

This contract shall be effective as of October 1, 2024 until September 30, 2027 unless terminated in accordance with the terms set forth in the contract (Initial Term). At the expiration of the Initial Term, this contract shall renew for successive one (1) year terms (each a "Renewal Term") under its then existing conditions unless and until a Party gives the other no less than sixty (60) calendar days written notice of termination prior to expiration of the Renewal Term. Notwithstanding this



provision, WMPC shall have the right to terminate the contract if the Grant Agreement between WMPC and MDHHS is terminated or not renewed.

### **3.7 Rights and Remedies**

If this contract is terminated, the successful bidder shall receive payment prorated for that portion of the contract period when services were provided. The rights and remedies of WMPC provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **3.8 Indemnification**

The successful bidder shall indemnify, defend and hold WMPC harmless against all loss, damages, claims, and causes of action of any kind arising out of any of the bidder's intentional acts or negligence in the performance of services under this contract and for any alleged or actual infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

3.8.1. WMPC shall not be precluded from receiving the benefits of any insurance the successful bidder may carry which provides for indemnification for any loss or damage to property in their custody and control, where such loss or destruction is to WMPC property. The successful bidder shall do nothing to prejudice the WMPC's right to recover against third parties for any loss, destruction or damage to WMPC property.

3.8.2 The successful bidder shall also indemnify, defend, and hold WMPC harmless from all losses, damages, claims, and/or causes of action, including attorneys' fees and costs that may be incurred by WMPC, which arise out of or result from:

- a. Any act or omission of successful bidder;
- b. Successful bidder's breach of any representation, warranty, covenant or obligation hereunder; or
- c. Successful bidder's payment, nonpayment or failure to withhold any taxes or contributions imposed or required to be paid or withheld by under any applicable law, statute, ordinance, or regulation.

### **3.9 Force Majeure**

The successful bidder shall not be held liable if the failure to perform under this contract arises out of the following causes: acts of nature, fires, tornadoes, quarantine, and freight embargoes.

### **3.10 Amendment and Assignment**

Neither party may amend, assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the other party. Any attempt to transfer, amend, assign, or otherwise convey any rights or obligations to a third party is a violation of this contract and may result in an immediate termination of this contract. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

### **3.11 Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

### **3.12 Injunctions**

Should WMPC be prevented or enjoined from proceeding with any obligations or any requirements under the contract before or after contract execution by reason of any litigation or other reason beyond the control of WMPC, the successful bidder shall not be entitled to make or assert claim for damage by reason of said delay.

### **3.13 Staff Qualifications**

The successful bidder shall guarantee that all persons assigned by it to the performance of this contract shall be its employees (or specified Subcontractor) and shall be fully qualified to perform the work required. The successful bidder shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the successful bidder to provide qualified staffing at the level required by the contract specifications may result in an immediate termination of this contract including remedies for damages.

### **3.14 Subcontractors**

The successful bidder shall be the sole source of contact for the contract. All terms, conditions and requirements of the contract shall apply to any subcontractor.

### **3.15. Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The successful bidder accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

### **3.16. Proof of Insurance**

It is the successful bidder's obligation to maintain liability insurance coverage for the duration of this contract and to cover itself and WMPC against any liability, cyber security liability, or any injury to any person and/or property and to furnish to WMPC evidence on a current basis of such insurance coverage.

### **3.17. Conflict of Interest**

The successful bidder shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employment of WMPC and providing services involving this contract or services similar in nature to the scope of this contract to WMPC.

### **3.18. Nondiscrimination and Workplace Safety**

The successful bidder agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

### **3.19. Confidentiality**

The successful bidder may have access to private or confidential data maintained by WMPC to the extent necessary to carry out its responsibilities under this contract. Successful bidder and all its agents and employees must comply with all the requirements of the attached Non-Disclosure Agreement and Business Associate Agreement.

Successful bidder agrees to return any or all WMPC data promptly at the request of WMPC and upon contract termination, in whatever form it is maintained by the successful bidder.

### **3.20. HIPAA Confidentiality**

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), WMPC is a covered entity under the Act, so the successful bidder is not allowed to use or disclose health information in ways not permitted, in writing, by WMPC. This protection continues as long as WMPC's data is in the possession of the successful bidder. The successful bidder shall establish and maintain procedures and controls that comply with HIPAA and the Health Information Technology for Economic and Clinical Health Act or HITECH Act security requirements and safeguards.

### **3.21 Care of WMPC Data**

The successful bidder shall be responsible for the proper care and custody of any data stored in its database(s) that belongs to WMPC under the performance of this contract. The successful bidder shall reimburse WMPC for any damage caused by the successful bidder.

### **3.22 Retention of Records**

Unless WMPC specifies in writing a different period, the successful bidder agrees to preserve and make available at reasonable times all data, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

3.22.1 Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

3.22.2 The successful bidder agrees that authorized federal and state representatives, including but not limited to, personnel of the WMPC or government agency including independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to WMPC.

### **3.23 Off-Shore Sourcing**

If, during the term of the contract, the successful bidder or their subcontractor plan to move work previously performed in the United States to a location outside of the United States, the successful bidder shall immediately notify WMPC in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. WMPC must approve any changes prior to work being relocated. Failure to obtain WMPC's approval may be grounds to immediately terminate the contract for cause.

### **3.23. Payment**

Payment Terms are Net 30 days. Payment schedule shall be on a frequency agreed upon by the WMPC and the successful bidder.

### **3.24. Materials and Workmanship**

The successful bidder shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means necessary to complete all the work required by this contract, within the mutually agreed upon time specified. The successful bidder shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at their own expense, as may be necessary, any defective work, material, etc., if in the opinion of WMPC said issue is due to imperfection in material, design, workmanship or successful bidder's fault.

### **3.25 Industry Standards**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the technology industry and comply with all codes and regulations which shall apply.

### **3.26 Termination for Failure to Perform and Debarment**

If the successful bidder defaults on delivery or does not perform in a satisfactory manner as defined in this contract, WMPC shall have the right to terminate the contract immediately, and successful bidder shall be barred from further performance under the contract for up to a period of three (3) years or have their work evaluated for prequalification purposes.

The successful bidder shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual, subcontractor or entity which controls a company or organization who will perform work under this contract. This includes:

- a. Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property;
- c. Conviction under state or federal antitrust statutes; and
- d. Any other offense to be so serious and compelling as to impact the integrity and responsibility of the successful bidder to execute the contract requirements.

The successful bidder shall conduct a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who will perform duties under the contract where the person will have access to WMPC's client information.

- a. ICHAT: <http://apps.michigan.gov/ichat>
- b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
- c. National Sex Offender Registry: <http://www.nsopw.gov>

#### d. Central Registry for Abuse and Neglect

The successful bidder shall provide the search results to WMPC who shall have the right to determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work under the contract.

For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in an immediate termination of the contract.

The successful bidder certifies that neither it, its principals, or any subcontractor they will utilize in furtherance of this contract are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any governmental department or agency.

#### **3.27 Transition Assistance**

In the event of contract termination or expiration, the successful bidder shall provide all reasonable and necessary assistance to WMPC to: (1) securely allow for a complete transition and data migration of cloud services to an alternate vendor and/or to in-house operations; and (2) furnish to WMPC copies of all WMPC data in a mutually agreed upon format upon their request (3) at a commercially reasonable cost and within a time frame agreed upon by all parties.

#### **3.28 Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

#### **3.29 ADA Compliance and Accessibility**

The successful bidder agrees that the products or services to be provided under this contract shall comply with applicable state and federal law. This includes Section 508 of the Rehabilitation Act of 1973 and any amendments thereto, (29 U.S.C. & 794d), and its implementation of Electronic and Information Technology Accessibility Standards (36 CFR § 1194).

#### **3.30 Information Security Requirements**

The successful bidder agrees to follow industry best practices, policies and protocols regarding security. The successful bidder will comply with all laws and regulations applicable to the use and provision of the services and products. Successful bidder's security controls must meet all Federal and State of Michigan laws, and also all security requirements under the Grant Agreement between WMPC and MDHHS. The successful bidder will notify WMPC in writing within 48 hours when any security breach occurs.

### **4. Specifications**

West Michigan Partnership for Children is issuing this Request for Proposal (RFP) to obtain competitive responses from vendors to provide a Software Solution for Database Management.

#### **4.1 Term of Contract**

The term of this contract is for one (1) year from October 1, 2024, through September 30, 2027, with the option to renew for one (1) year by written agreement of the parties. System setup, interfacing, and configuration will take place October 1, 2024, through March 31, 2025. Projected April 1, 2025, focus will transition from implementation to ongoing maintenance.

#### **4.2 Background/History**

On October 1, 2017, WMPC began facilitating foster care for children and families in Kent County, Michigan, in partnership with local foster care agencies, the Michigan Department of Health and Human Services (MDHHS), and the Kent County Administrator's Office. WMPC is seeking to streamline and integrate their data systems, as they are increasingly focused on data analytics and performance management and quality improvement, all of which need reliable, real-time data to execute.

#### **4.3 Scope of Work**

West Michigan Partnership for Children, a nonprofit organization administering a performance-based foster care service delivery model in Michigan, is seeking a software solution for database management and performance monitoring. Activities include creating and monitoring data feeds and accuracy of performance dashboards, utilization management of data sets, and data visualization. Services and programs impacted by this project include child welfare case management, child welfare family services, care coordination, foster parent recruitment and licensing, and enhanced foster care.

WMPC currently uses a data management platform to manage the programs and services listed above in the following ways: 1) The platform receives Michigan Statewide Automated Child Welfare Information System (MiSACWIS) and Child Welfare Information Solution (CWIS) data from the State of Michigan with permission granted through a Data Sharing Agreement and applies business rules to create various performance dashboards. 2) This application also creates workflows for internal case management tracking using custom forms and reporting tools. We are specifically seeking a solution that will replace this platform while adding functionality.

The platform capabilities should include a business process analysis, demonstration of an existing software solution that meets the requirements set forth below, customizability to WMPC's business processes, custom workflows, automations and reporting for contract and performance requirements, accurate performance dashboards, migration of existing data, integration with data science tools, reliable data quality and assurance, and technical support and training for users. WMPC seeks an agile system capable of creating new dashboards as needs change and new projects emerge.

Applicant should demonstrate any ability their system may have to expand as part of a comprehensive child welfare information system to replace any and/or all current DCF systems.

##### **4.3.1 Datacenter and System Requirements**

- a) 100% Web-Based: Our preference for approved applications will be to select 100% Web-Based Applications that do not require a PC thick client install. The exception to this requirement is application installs for mobile devices.
- b) 99.99% Uptime and High Availability (HA) of Application

- c) SOC 2 Compliant Data Center (<https://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/aicpasoc2report.html>)
- d) HIPAA / PHI Compliant (<https://www.hipaajournal.com/hipaa-compliance-checklist/>) (<https://www.pcisecuritystandards.org/>)
- e) 508 Compliant (<https://www.section508.gov/manage/program-roadmap>)
- f) Mobile Responsive or Separate Mobile Application: Ensuring users can securely access the application on Mobile Devices such as Smart Phones and Tablets.
- g) Off-site cloud back-up: WMPC requires HIPAA/PHI related documents or data to be stored in a remote location and conforms to retention policies that adhere to federal, state, and local requirements. (<https://compliance-group.com/hipaa-data-retention-requirements/>).
- h) Co-Location data centers or separate cloud regions: WMPC requires SaaS providers to have geographically separate data centers or geographically separate regions if application is hosted in an IaaS cloud provider. It is acceptable for Co-Location Datacenters or separate cloud regions to be in active/active or active/passive mode.
- i) Redundant UPS, Generators & CRAC units: WMPC requires fully redundant N+1 cooling and power for all network, compute, and storage hardware in all datacenters that will store and house the application and data.
- j) SSO (Single Sign-On) using Azure Active Directory Integration.
- k) Role based access controls and administrative console.
- l) 24/7 Emergency technical support. WMPC requires a mechanism for contacting after-hours support in case of application outages.
- m) Integrated business intelligence to provide real-time performance dashboards that will allow the agency to make decisions in real-time.

#### **4.3.2 Performance Dashboard Needs**

Current Functionality: The current data management platform built a client-server architecture with data stored in Microsoft SQL server (2012) and utilizing a Visual Basic front end to MiSACWIS. Below is the current functionality and scope of existing performance dashboards. Many of these data tables and dashboards have not been completed or properly validated.

- a) Access to modified versions of two data tables from the state feed. These tables include:
  - 1) a list of active children and their demographic and case characteristics and 2) placement history of all children currently or previously in care.
- b) Function to look up child ID and relevant characteristics of child and case.
- c) Current performance dashboards only display a limited number of performance measures.
- d) Different types of users with different access to data.

Desired Functionality: WMPC currently utilizes the Data Warehouse (the MiSACWIS reporting function) to download aggregated performance measure reports for various timeframes (i.e., monthly, annually) in Excel, .csv, or PDF formats to troubleshoot data discrepancies. WMPC is seeking to improve this inadequate, cumbersome, and lengthy quality assurance process. WMPC is also looking for a more agile system that can develop and deliver new dashboards in a timely manner. Other desired functionality includes the following:

- a) Access to complete data tables in the state feed.
- b) Dashboards for all performance measures.
- c) Geo-coding for removal address, placement address.

- d) Direct control over assigning roles, creating users with different access to data and reports.
- e) Quality assurance processes for fewer discrepancies between MiSACWIS reporting and third-party vendor dashboards.
- f) More transparency and documentation for business rules applied to raw data.
- g) User-friendly dashboards similar to those created in professional data visualization packages such as Tableau or PowerBI with real-time data visualizations.
- h) Ability to upload internal reports and analytics to third-party vendor portal for distribution to the broader WMPC network.
- i) Timely development and delivery of dashboards as business needs change
- j) Mobile versions of dashboards.
- k) Data export functionalities in commonly used formats.
- l) Ability to adjust as the State of Michigan transitions away from MiSACWIS to a new statewide data system, Comprehensive Child Welfare Information System (CCWIS) (expected to occur in the next 2 years).

#### **4.3.3 Internal Care Management Needs**

WMPC also utilizes the same data management platform to manage many internal case management programs and tracking certain administrative functions. Generally, forms are custom created for a specific program or purpose. These forms are completed by members of the WMPC network and then sent to a manager or administrator for approval. As a result, these forms have a specific workflow associated with them. The information collected from these forms is displayed in a list. WMPC is seeking to replace the types of programs and processes it can track using this system including more integrated contract and case management. WMPC would like to see dynamic dashboards created using these internally collected data.

#### **Current Functionality**

##### **Existing Forms**

- a) Track Enhanced Foster Care (EFC) program enrollment and various outcomes.
- b) Program-specific Incident reporting forms, including the auto-population of customized Critical Incident forms as required by DHHS or other contracted entities. This also includes special investigation forms.
- c) Generate forms and views for utilization management across agencies.
- d) Generate, record, and electronically store case closure and case transfer forms.
- e) Generate, record, and electronically store funding approval form for various series.

##### **Functionality of Current Forms**

- a) Prepopulated fields for all forms including major aspects of client fields from MiSACWIS.
- b) Other electronic storage as necessary.
- c) Migration of Standard and Customized forms into a workflow and / or form structure and notifications for users in the workflow process.
- d) Role-based and adaptive user functionality.
- e) Electronically send, sign and / or receive documents by workers and supervisors.
- f) Ability to download / access reports or data and / or create ad hoc reports as necessary.

#### **Desired Functionality**

- a) Ability to integrate new and existing forms / workflows with contract management system.



- b) Integrated case management for all referred cases to include referral/intake; enhanced foster care referrals and reporting by network partners; referrals to residential facilities; clinical screenings and assessment; managerial access to delete duplicate submissions and mark submissions as completed; tracking of length of stay data, exception due dates, types of residential setting discharges, and incident reporting.
- c) Integrated business intelligence dashboard showing “utilization of services” and other case management outcomes and processes.
- d) Ability for caseworkers to complete and submit reports on mobile devices.
- e) Ability of all forms to be viewed and downloaded on mobile devices.
- f) Program-specific, customized reports to ensure operational needs are met and all reporting is completed timely.
- g) Program-specific “checklists” to ensure documents are uploaded and steps in the workflow are completed thoroughly.
- h) Quality assurance of forms / workflows and the process of converting forms into databases / dashboards.

#### **4.3.4. Finance Department Requirements**

##### Current Functionality

- a) DOC payments tracking
- b) General ledger by date range
- c) AFPRR Funding Form and List
- d) Compensation Request Form List
- e) Mental health assessment tracking for billing outside to N180

##### Desired Functionality

- a) Current functionality, plus
- b) Database and dashboard tracking of financial expenses per: 1) Case , 2) PAFC, 3) Cost Expense Category

#### **4.3.5 Project Management and Implementation Requirements**

WMPC seeks the following requirements for project management and implementation:

- a) Business process analysis plan to ensure that the system is designed to mirror or enhance current operations.
- b) Dedicated project manager who will be accountable for the project from start to finish.
- c) Project management plan with timelines and deliverable expectations.
- d) Data migration plan.
- e) Staff and administrator training plan.
- f) Sound implementation plan that includes information about a seamless transition with no down-time for WMPC staff members or external service providers.
- g) Annual modification plan built into annual budget to ensure that system can continue to be developed as program requirements change.
- h) Budget to define upfront costs of initial development and implementation, as well as annual hosting, service and maintenance fees.
- i) A demonstration of the platform as part of the evaluation and selection process.

#### **4.4 Business Hours**

Contractor shall provide “on-call” twenty-four (24) hours per day, seven (7) days per week, 365 days per year customer support services to ensure accessibility to the system. Applicant will

identify within their proposal their service abilities as well as guarantees for prompt remedy of situations should the system be unavailable.

#### **4.5 System Security**

All data and information is required to be kept highly secure. It is critical to the smooth operation of the placement management system for security to be maintained. The Contractor must provide with their proposal their security protocols regarding their guaranteed security of all information entered into the placement management system.

#### **4.6 Implementation/Transition Work Plan**

Applicant will identify within their proposal their required timeframe and plan for implementation of their system should they be awarded the contract as a result of this RFP. All costs associated with such implementation, should they be required, will be identified within the applicant's proposal. A clear, general transition plan, including time-frames for critical milestones for changeover from this contract to a new contractor, is a crucial part of the applicant's response to this RFP. The transition plan must provide for the effective transfer of service from this contract to a new contractor within four (4) months of the start date of the new contract. The plan must clearly address all changes necessary to meet the requirements of this RFP.

#### **4.7 Turnover**

At the expiration of this contract, or, in the event this contract is terminated early by WMPC, the Contractor shall cooperate fully with WMPC to ensure a smooth transition to a subsequent vendor. If necessary, the Contractor shall cooperate with WMPC staff in developing and implementing a turnover plan having no material adverse effect upon WMPC or the performance of the contract. Each application must include a plan providing for the turnover of all contract functions to a subsequent contractor.

Nine months prior to expiration of the contract, or within 30 days of notice of contract termination or cancellation, the Contractor shall provide WMPC a plan ensuring both an orderly transfer of responsibility to a contractor designated by WMPC and continuity of services required under the terms of the contract.

The Contractor shall transfer all necessary property, including hardware, along with specifications and configurations necessary to run software, software and equipment purchased for use in performance of this contract, with title, leasing, or license rights thereto, to the extent the Contractor possesses the same, to WMPC or to a subsequent contractor as directed by WMPC.

The Contractor shall transfer ownership to WMPC all system software, data files, application programs and documentation. However, the Contractor shall be entitled to retain and preserve its own copy of all such materials for the contractual period following the termination or expiration of the contract.

The Contractor shall complete all work in progress and all tasks required by the turnover plan prior to final payment under the contract. Full training of WMPC staff or a subsequent contractor in every aspect of system operation, shall be a prerequisite to final payment. Contractor shall list all unidentified or held items not resolved prior to termination of the contract and provide an inventory of open requests along with all supporting documentation.

Following termination of services under this contract, the Contractor shall coordinate and ensure the turnover of all data and information stored in all Contractor databases and information systems to WMPC or a designated subsequent contractor. The data shall include any backup copies in any medium located at the Contractor site and in off-site storage. The format and medium in which the data and information are supplied must be acceptable to WMPC. Contractor will not retain any copies or versions of any data entered into and maintained by the software system.

If a contract extension for several months is necessary to affect an orderly transition, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract, for a period not to exceed 180 calendar days after the expiration, termination or cancellation date of the contract, for a price not to exceed those prices set forth in the contract. If a contract extension is required beyond the 180 calendar days and Contractor incurs extraordinary expenses, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract and the price for continued performance after the 180 days shall be negotiated in good faith.

#### **4.8 Process Improvements**

Throughout the term of this contract, at no additional cost to WMPC, it is expected the Contractor will explore, recommend and, if approved, implement continual improvements and innovations to improve efficiency, accuracy, timeliness, accountability, effective communication and customer satisfaction.

#### **4.9 HIPAA and Business Associates Agreement**

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that maintained by this agreement.

#### **4.10 Lobbying**

No funds may be expended by the recipient of this award to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of the Legislature or an employee of a member of the Legislature, or to expend in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

**1. Cost Sheet**

Bidder Name:

Notes: This contract is for a fixed price bid. All costs are to be all inclusive (including time, travel, and materials). Payment will be tied to completion and acceptance of each specified deliverable. Under no circumstances will payment be made prior to the delivery and acceptance of a deliverable.

First 6 months, Implementation Period	\$ _____	Firm, Fixed Price
Year 1	\$ _____	Firm, Fixed Price
Year 2	\$ _____	Firm, Fixed Price
Year 3	\$ _____	Firm, Fixed Price
Year 4	\$ _____	Firm, Fixed Price

Additional Possible Costs (include explanation): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional supporting price breakdowns, materials, time, travel, and explanations are encouraged in addition to this cost sheet.