

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
INFORMATION TECHNOLOGY PROJECT STAFFING
ISSUED BY DEPARTMENT OF TECHNOLOGY AND INFORMATION
CONTRACT NUMBER DTI16630-ITSTFFSVCS**

I. Overview

The State of Delaware Department of Technology and Information (DTI) seeks proposals to establish a pool of vendors for the staffing of technology projects which will be based on Statements of Work issued in the future on an as-needed basis . This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: June 28, 2016
Deadline for Questions	Date: July 5, 2016
Response to Questions Posted by:	Date: July 12, 2016
Deadline for Receipt of Proposals	Date: July 26, 2016 at 1:00 PM (Local Time)

Each proposal must be accompanied by a transmittal letter on company letterhead and signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Technology and Information which:

1. briefly summarizes the proposing firm’s interest in providing the required professional services;
2. clearly identifies, for purposes of this proposal, a contact person by name and includes his/her email address and phone number; and
3. clearly states the number of exceptions to the requirements of the RFP listed on Attachment 3.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

The Department of Technology and Information (DTI) seeks to establish a contract for the staffing of Information Technology Projects. See Appendix A for more details regarding job titles and descriptions.

Subsequent project work may include, but not be limited to: Application Development; Client Server Operating Systems; Cloud Service Configurations; Enterprise Architecture; Geographic Information Systems; IT Infrastructure, Networking; Project Management and Security.

Out of Scope

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The augmentation of an existing team with individuals committed to providing full time or part-time support or enhancement for on-going IT initiatives or systems is out-of-scope for this contract. See the Managed Service Provider (MSP) Decision Tree included as Appendix B.

All vendors seeking to participate in the Information Technology Staff Augmentation Services contract #GSS15597-IT_SERVICES with the Managed Service Provider should contact the Government Support Services using the information listed on the contract detail page located at http://contracts.delaware.gov/contracts_detail.asp?i=3345.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection Insurance.
5. Provide information as specified by the Proposal Reply Cover Sheet (Attachment 13).

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

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4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Carmen Herrera
Department of Technology and Information
801 Silver Lake Blvd, Dover, Delaware 11904
carmen.herrera@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission 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 the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

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- 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one paper copy and five electronic copies on CD or DVD media disk, or USB memory drive.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on July 26, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Department of Technology and Information
801 Silver Lake Blvd
Dover, Delaware 19904
ATTN: Carmen Herrera, IT Procurement Officer**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DTI16630-ITSTFFSVCS” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments 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, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through March 31, 2017. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

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The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the

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legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve the awarded Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, awarded vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor. The State will make contract payments only to the awarded Vendor. Payments to any subcontractors are the sole responsibility of the awarded Vendor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **July 5, 2016**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **July 12, 2016**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

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Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

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19. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

20. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

21. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

22. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

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23. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Chief Information Officer, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.

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- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
 - The State reserves the right to multiple award to one or more vendors based on the responsiveness of the proposals received and the communicated ability of any one or more vendors to meet all or a portion of the State’s requirements.

Criteria Weight

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

Criteria	Weight
Offeror’s experience in providing services of the technical staffing categories: <input type="checkbox"/> Experience in providing services of this type and scope to the public sector. <input type="checkbox"/> Experience in providing services of this type and scope to non-public sector organizations.	20
Capacity to meet the requirements in the scope of work, as demonstrated by the number and qualifications of personnel and other resources (please highlight experience in the specific platforms)	30
Offeror’s geographical location and the State’s accessibility to the Contractor’s employees.	10
Corporate background, reputation, financial stability and years in business and references.	10
Offeror’s rates for the technical staffing categories represented.	20
ACA Safe Harbor Additional Fee *	10
Total	100%

*** To enable the State to claim ACA Safe Harbor, vendors are required to submit an ACA Safe Harbor Additional Fee in Attachment 14. (Refer to RFP Section IV.D.7.c. ACA Safe Harbor.)**

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make

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assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

The State reserves the right to create a Rate Card in the format of Attachment 14.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for one year with four optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any

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service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment

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with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of

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compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect on the final award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 SILVER LAKE BLVD**

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**DOVER DE 19904
IT PROCUREMENT OFFICER**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The

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vendor is an independent contractor and is not an employee of the State of Delaware.

3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b) or (c) above, depending on the type of Service or Product being delivered.

4. The Vendor shall provide a Certificate of Insurance (COI), referencing the contract number stated herein. The COI shall be filed with the State. The certification holder is as follows:

DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 SILVER LAKE BLVD
DOVER DE 19904
CONTRACT #DTI16630-ITSTFFSVCS
IT PROCUREMENT OFFICER

5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. Performance Bond

There is no Performance Bond requirement at the time of award. As no specific project has been requested at this time, the State reserves the right to require a Performance Bond on a specific project.

j. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state

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governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

k. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

l. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State will select the pricing method (such as fixed cost or time and materials) when requesting proposals and identifying the State business requirements and technical specifications for a specific project.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

m. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

n. Dispute Resolution

At the option of, and in the manner prescribed by the Department of Technology and Information (DTI), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, DTI elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DTI, and if the

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matter is not resolved through mediation, then it shall be submitted, in the sole discretion of DTI, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. DTI reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

o. Termination of Contract and Projects

The contract resulting from this RFP may be terminated as follows by the Department of Technology and Information.

1. **Contract or Project Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract or a Project, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract or a Project, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) 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 Vendor under this Contract or a Project shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Contract Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Contract or Project Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is

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available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

p. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

q. Covenant against Contingent Fees

The successful vendor will warrant 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, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware 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.

r. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in Attachment 13. Failure to adhere to this requirement is cause for contract termination and elimination from future consideration.

As no specific project has been requested at this time, DTI reserves the right to waive this requirement and addend contracts to include offshore locations on a project basis pending review and approval by the Department of Technology and Information. **This decision rests solely with DTI and no offshore activity is authorized without a written contract amendment signed by the Contractor and DTI.**

s. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Department of Technology and Information.

t. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

u. Project Work:

When a specific need for IT project staffing arises, the State will submit a request for proposals with the State's business requirements and technical specifications to any of the approved Contractor(s) for estimates. The information submitted by the State will indicate whether the work is to be performed on-site, off-site or some combination of same. The requested contractor(s) interested in performing the required work shall submit a project proposal, which must incorporate the business requirements and technical specifications.

The Vendor's project proposal must also identify:

- The job title and contract rate involved.
- The individual(s) who will perform the work, together with their resumes.
- The pricing for each individual who will perform the work.
- The total cost of the project proposal.
- The deliverables and a schedule for their completion.
- The payment schedule, which must be based on the deliverable schedule.

The project proposal must also include a Not-To-Exceed (NTE) amount. Under this contract, if time and materials costs exceed the NTE amount, the Contractor shall assume all excessive costs. At the State's option, the vendor may be requested to submit a fixed price project proposal based on the contract rates.

Each project proposal received from a vendor will be reviewed by the State to determine if it meets both the business requirements and the technical requirements required. The State will select a Contractor(s) based on particular skills, past experience with a similar size and complexity of project, availability, cost and other factors that will be identified in the State's request for proposals with business requirements and technical specifications. The choice of a Contractor(s) rests solely with the State.

Actual work will then be authorized. Vendors are not authorized to begin work prior to receiving authorization. A purchase order, email or fax shall serve as the authorization to proceed.

For work costing \$5,000.00 or more, a State of Delaware purchase order is also required. No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office.

v. Payment:

The State will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State may elect to pay by the State's authorized procurement (credit) card, ACH transfer or conventional check. The Contractor shall be able to accept the State's credit card. There shall not be any additional cost to the State for use of

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the credit card. Also, it is expected that ACH payments are a benefit to the Contractor and should result in lower pricing to the State.

w. Schedules for Performance of Work:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for non-performance of work.

x. Time of Performance:

The services of the Contractor shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

y. Security

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, by submitting a proposal to this RFP, the Vendor is guaranteeing that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

z. Confidentiality and Data Integrity

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

The Contractor is required to sign and agrees to the requirements in the **Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement** (Attachment 11) and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning the work.

The Contractor's employees that are assigned to State projects may be required to submit to background checks at contracting agency's discretion.

aa. Cyber Security Liability:

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses

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(including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to the State in law or in equity, the State shall setoff from any payment made to Vendor all damages, costs and expenses caused by any information security breaches.

bb. Information Security:

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

cc. Prices:

Prices and/or rates shall remain firm for the term of the contract.

The pricing structure that a Vendor submits in its proposals for projects must address the following concerns:

- The structure must be clear, accountable and auditable.
- It must cover the full spectrum of services required.
- Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or Purchase Order issued based on this contract.
- Overtime is not covered by this RFP. If overtime is necessary, it will be negotiated at the time the services are requested.

dd. Standard Practices:

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

ee. Custom Software:

The Contractor shall deliver all custom software as machine readable source files, and linkable or executable modules, in addition to installed and operating copies of the programs.

- The Contractor shall identify the tools required for the modification and compilation of all provided software programs.

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- The Contractor shall not create software that only they could modify.
- The Contractor shall not place any legend on the custom software, which restricts the State's rights in such software.
- The Contractor agrees that upon payment for services rendered, all data, documents, computation, and the like prepared or obtained under the terms of this Agreement shall be the sole property of the State and, upon request, shall be delivered to the State.

All Intellectual Property Rights in Developed Software, unfinished or drafts thereof, or other items that have been developed for the Customer under this Contract are owned by the Customer. Nothing in this sub-clause will affect the ownership of any pre-existing Intellectual Property Rights in any tools, object libraries, methodologies and materials used to produce the Developed Software or other items.

ff. Source Code:

The Contractor must deliver source code for all Custom Software programs developed under this Agreement with all support resources needed to edit, compile and link these programs on the State's network. If the Contractor is providing COTS software that will be enhanced to conform to minor aspects of this RFP or Custom Software developed to enhance existing COTS software to conform to minor aspects of this RFP is not required to be delivered, but must be delivered with the escrowed source code.

- The Contractor shall deliver all documentation concerning protocol for Custom Software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational system.
- The State of Delaware's information processing systems are subject to periodic audits by state and federal entities.

gg. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

hh. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s)

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believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

ii. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

jj. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. 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, State of Delaware's RFP, Vendor's response to the RFP, purchase order, and individual project statements of work. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

kk. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

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5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

II. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

mm. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

nn. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

oo. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

pp. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the

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State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

qq. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
3. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
4. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
5. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
6. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
7. **Changes** – Both parties may, from time to time, require changes in the services to be provided by the Contractor under the project Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the State and the Contractor shall be incorporated in written amendments to the Purchase Order. No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DTI16630-ITSTFFSVCS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
9. **Billing** – The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.
10. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Attachment 12 – Company Profile and Capabilities
- Attachment 13 – Proposal Reply Cover Sheet
- Attachment 14 – Hourly Rate Sheet
- Appendix A – Scope of Work / Technical Requirements

STATE OF DELAWARE
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- Appendix B – MSP Decision Tree
- Appendix C – Cyber Responsibilities, Liability and Insurance
- Appendix D – SAMPLE Professional Services Agreement

[balance of page is intentionally left blank]

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 9, 11, 12 and 14 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of January, April, July, and October detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to the designated contact. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals and will not be considered eligible for any subsequent extensions.

SUBCONTRACTING 2ND TIER REPORTS – Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DTI16630-ITSTFFSVCS

Contract Title: Information Technology
Project Staffing

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: DTI16630-ITSTFFSVCS
CONTRACT TITLE: Information Technology Project Staffing
DEADLINE TO RESPOND: July 26, 2016 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Technology and Information.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Technology and Information.

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

STATE OF DELAWARE
Department of Technology and Information
County of _____

City of _____

State of _____

STATE OF DELAWARE
Department of Technology and Information

Attachment 5

Contract No. DT116630-ITSTFFSVCS
Contract Title: Information Technology Project Staffing

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
Department of Technology and Information

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id		

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

STATE OF DELAWARE
Department of Technology and Information

Attachment 9

Contract No. DTI16630-ITSTFFSVCS
Contract Title: Information Technology Project Staffing

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

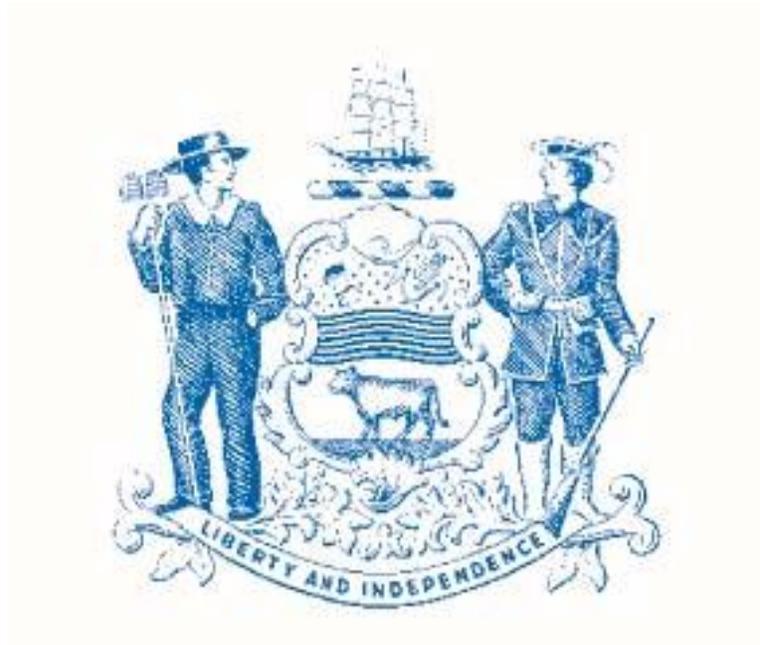
“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**



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

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

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

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

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

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

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____

COMPANY PROFILE & CAPABILITIES

Vendors are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Brief history of organization (prime contractor)

2.a.	List any subcontractors by name or enter NA.

2.b.	Brief history of each subcontractor, if necessary

3.	Offeror's experience in providing services of the technical staffing categories: <ul style="list-style-type: none">• Experience in providing services of this type and scope to the public sector.• Experience in providing services of this type and scope to non-public sector organizations.

4.	Capacity to meet the requirements in the scope of work, as demonstrated by the number and qualifications of personnel and other resources.

5.	List all geographical locations.

ATTACHMENT 13

PROPOSAL REPLY COVER SHEET

I certify the following is included in the order shown below:

Yes/No: Proposal
page #:

1. One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.	<input type="checkbox"/> Yes	NA
2. Five electronic copies on CD or DVD media disk or USB memory drive. (Each electronic copy must be on a separate computer disk or media.)	<input type="checkbox"/> Yes	NA
3. One (1) completed Proposal Reply Cover Sheet (Attachment 13).	<input type="checkbox"/> Yes	1
4. Transmittal Letter as specified on page 1 of the Request for Proposal.	<input type="checkbox"/> Yes	
5. One (1) complete, signed and notarized copy of the non-collusion agreement (Attachment 2). Paper master copy <u>MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK</u>	<input type="checkbox"/> Yes	
6. One (1) completed RFP Exception form (Attachment 3).	<input type="checkbox"/> Yes	
7. One (1) completed Confidentiality Form (Attachment 4).	<input type="checkbox"/> Yes	
8. One (1) completed Business Reference form (Attachment 5).	<input type="checkbox"/> Yes	
9. One (1) completed Employing Delawareans Report (Attachment 9)	<input type="checkbox"/> Yes	
10. One (1) completed Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement (Attachment 11)	<input type="checkbox"/> Yes	
11. One (1) completed Company Profile and Capabilities (Attachment 12)	<input type="checkbox"/> Yes	
12. One (1) completed Hourly Rate Sheet (Attachment 14) in Excel	<input type="checkbox"/> Yes	
13. Income statements and balance sheets for two consecutive years.	<input type="checkbox"/> Yes	
14. Only required if using subcontractors , one (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Any other information not listed above.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

I further certify:

- all electronic copies included in the proposal have been scanned and are free from viruses and other malicious software; and
- all proposal conditions are valid for no less than the initial contract term.
- no activity related to this proposal or contract will take place outside of the United States; and
- to furnish DTI with proof of State of Delaware Business Licensure upon award; and
- to furnish DTI with a Certificate of Insurance (COI) prior to the start of the contract period.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 14

Please refer to the Excel file for the Hourly Rate Sheet. You must include the Excel file as part of the proposal.

Proposals missing the Attachment 14 Excel file will be deemed nonresponsive and not considered for further consideration.

Attachment 14 is found at <http://bids.delaware.gov>

APPENDIX A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The State of Delaware, Department of Technology & Information (DTI) is seeking proposals for the levels of staff as shown below. The State desires proposals consisting of a range of HOURLY RATES for each job title.

IT Projects Job Titles and Descriptions

CADD/GIS Administrator

The CADD/GIS Administrator (CGA) is responsible for providing direct support of various CADD/GIS software and hardware systems. The CGA will perform hardware and software installations, relocations, testing and routine maintenance.

CGA1

Years of Relevant Experience:	Up to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Assist in troubleshooting CADD/GIS system hardware problems and work with the appropriate service and warranty vendors to make the necessary repairs and fixes. • Track version upgrades and notify proper parties of available updates to CADD/GIS Systems software. • Assist with phone and online problem reporting and maintaining problem report records. • Assist with ordering consumable supplies for the CADD/GIS Systems. • Maintain current inventory of all hardware, software, upgrades and fixes for each site. • Maintain configuration charts of current inventory. • Maintain data backups and data archives and provide data retrieval from backup. • Monitor system status and data integrity.

CGA2

Years of Relevant Experience:	5 to 8 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	All roles specified in CGA1 plus the following: <ul style="list-style-type: none"> • Able to work independently. • Demonstrate proven experience in troubleshooting with little supervision. • Able to communicate status to managers and project sponsors. • Assist in developing standards and direction for systems.

CGA3

Years of Relevant Experience:	8 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	All roles specified in CGA2 plus the following: <ul style="list-style-type: none"> • Lead efforts to troubleshoot CADD/GIS system hardware and software problems. • Lead team of CGAs developing software and hardware plans and solutions. • Expertise in teaching/conveying technical and/or functional courses/concepts.

STATE OF DELAWARE
Department of Technology and Information

Continuity of Operations Specialist

The Continuity of Operations Specialist (COS) is responsible for assisting State efforts to develop, implement and coordinate Continuity of Operations plans and tests for all state agencies. The Continuity of Operations Specialist is responsible for working with State agencies to develop, test, evaluate and implement continuity of operations plans and ensure business recovery efforts are accomplished within defined timeframes.

COS1

Years of Relevant Experience:	1 to 2 years
Preferred Education:	4 year degree in Management Information Systems (MIS), Computer Science, or related field is preferred
Role Description:	<ul style="list-style-type: none"> • Coordinate and assist in the evaluation of Continuity of Operations drills. • Ensure that all Continuity of Operations Plans are kept current and maintained centrally. • Assist with the coordination of a real-time Continuity of Operations activation during an event. • Assist with the administration and maintenance of the state's Living Disaster Recovery Planning System.

COS2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year degree in Management Information Systems (MIS), Computer Science, or related field is preferred
Role Description:	<p>All roles specified in COS1 plus the following:</p> <ul style="list-style-type: none"> • Assist client agencies with the design, testing, and implementation of Continuity of Operations Plans. • Ensure that the essential functions of all are documented and maintained in the Living Disaster Recovery Planning System.

COS3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year degree in Management Information Systems (MIS), Computer Science, or related field is preferred
Role Description:	<p>All roles specified in COS2 plus the following:</p> <ul style="list-style-type: none"> • Provide training on Continuity of Operations Plans and the state's implemented Living Disaster Recovery Planning System. • Negotiate and contract with key state partners and hot/cold site industry providers.

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Data Entry Operator

For data entry projects that require manual key entry and/or data capture through scanning.

DE1

Years of Relevant Experience:	0 to 2 years
Preferred Education:	Associates Degree or equivalent
Role Description:	<ul style="list-style-type: none"> • Comprehensive PC skills. • Able to follow written and spoken instructions. • Minimum of 25 wpm. • Ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen. • Duties involve utilizing automated equipment, including electronic keyboard, display screen, and sorted memory to perform. • Ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques. • Ability to conduct basic data mining and data capture efforts. • Services may be required to be provided at supplier's site using supplier's equipment. Typically need an end product of electronic data, typically transmitted through FTP. • Key punch and verify records in specified format (ex. ASCII). • The total number of keystrokes is limited to actual characters, numbers and special characters that are keyed. Spaces, function keys, nulls, and zeros are not counted as keystrokes. • The contractor must complete all data forms within an agreed-upon amount of time from receipt or average a minimum of a set number of strokes each week data forms are in possession. • Error rate cannot exceed 1/2%. Error rate is calculated on a character (not field or record) basis. • Pickup and delivery by contractor to be made on a weekly basis. • For key entry, required that a second individual completed 100% key verification to control errors. • Knowledge of imaging and visual display operating practices, procedures, and techniques. • Knowledge of arithmetic and numbering systems. • Ability to operate equipment with speed and accuracy to ensure information is captured.

DE2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	Associates Degree or equivalent
Role Description:	<ul style="list-style-type: none"> • All roles specified in DE1 plus the following • Minimum of 35 wpm.

Database Administrator

The Database Administrator (DBA) is responsible for data analysis and database management. Database Administrators typically are involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Database Administrators have a range of skills and knowledge of the utilities and production tools used for data storage management to support the Application Team.

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DBA1

Years of Relevant Experience:	2 to 3 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Skilled data dictionary analysis and design and data model analysis design. • Maintain central data repository. • Experience and knowledge in supporting application system development life cycle. • Responsible for data dictionary backup and recovery. • Responsible for definition of standards of data dictionaries. • May program dictionary analysis and maintenance software. • Perform performance tuning. • Monitor database performance and space requirements. • Schedule and monitor end of day data warehousing jobs. • Assist in coordinating software releases. • Communicate accurate and useful status updates. • Manage and report time spent on all work activities. • Follow quality standards. • Ability to work in a team environment. • Complete assigned tasks. • Strong communication skills; both written and spoken.

DBA2

Years of Relevant Experience:	3 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in DBA1 plus the following:</p> <ul style="list-style-type: none"> • Business systems analysis and design experience. • Logical data modeling techniques. • Production environment Tools/Utilities. • Knowledgeable in data analysis and database management techniques. • Execution of all responsibilities with little direct supervision of Team Lead. • Administration and scripting experience in relative platform. • Supervise performance tuning. • Author shell scripts to perform back up, restore, and monitoring tasks. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.

DBA3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study

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Role Description:	<p>All roles specified in DBA2 plus the following:</p> <ul style="list-style-type: none"> • Highly skilled at database design, installations, conversions. • Responsible for database backup and recovery procedures, access security and database integrity, physical data storage design and data storage management. • Participates in Database Management System selection and maintains database performance. • Expertise in specific Database Management Systems. • Knowledge of various Database Management System products. • Provide status of work to Project Team Lead. • Engage in ongoing process improvement.
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Desktop Support Specialist

The Desktop Support Specialist (DSS) supports in-house teams and responds in person to helpdesk tickets.

DSS1

Years of Relevant Experience:	0 to 2 years
Preferred Education:	2 year associate degree or equivalent study
Role Description:	<ul style="list-style-type: none"> • Respond to help desk tickets. • Work with vendor support contacts to resolve technical problems with desktop computing equipment and software. • Ensure desktop computers interconnect seamlessly with diverse systems including associated validation systems, file servers, email servers, computer conferencing systems, application servers and administrative systems. • Build and configure new user workstation equipment set (PC, desktop image, phone, peripherals, software, user accounts) • Troubleshoot basic network, software, and printing problems.

DSS2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	2 year associate degree or equivalent study
Role Description:	<p>All roles specified in DSS1 plus the following:</p> <ul style="list-style-type: none"> • Assess functional needs to determine specifications for purchases • Order computer supplies. • Work with vendors on supply issues.

DSS3

Years of Relevant Experience:	4 plus years
Preferred Education:	2 year associate degree or equivalent study
Role Description:	<p>All roles specified in DSS2 plus the following:</p> <ul style="list-style-type: none"> • Assume team leadership responsibilities. • Mentor junior team members. • Possess extensive networking knowledge. • Experience working with complex systems or custom hardware.

Disaster Recovery Specialist

The Disaster Recovery Specialist (DRS) is responsible for assisting State efforts to develop, implement and coordinate disaster recovery plans and tests for all mission-critical IT environments. The Disaster Recovery

STATE OF DELAWARE
Department of Technology and Information

Specialist is responsible for working with State agencies to develop, test, evaluate and implement disaster recovery plans and ensure system recovery efforts are accomplished within defined timeframes.

DRS

Years of Relevant Experience:	1 to 2 years
Preferred Education:	4 year degree in Management Information Systems (MIS), Computer Science, or related field is preferred.
Role Description:	<ul style="list-style-type: none"> • Coordinate and monitor disaster recovery tests. • Ensure that all disaster recovery plans are kept current and copies are maintained centrally and off-site. • Prioritize the recovery of data, systems, and facilities across all State departments, agencies and school districts. • Assist with coordination of real-time recovery activities during a disaster event.

DRS2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year degree in Management Information Systems (MIS), Computer Science, or related field is preferred.
Role Description:	<p>All roles specified in DRS1 plus the following:</p> <ul style="list-style-type: none"> • Document the readiness of the State’s IT infrastructure for recovery from a disaster. • Assist client agencies with the design, testing, and implementation of disaster recovery plans for their IT data centers, applications and systems. • Develop and conduct periodic simulated disaster scenarios and assist in the validation of the recovery plans and procedures.

DRS3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year degree in Management Information Systems (MIS), Computer Science, or related field is preferred.
Role Description:	<p>All roles specified in DRS2 plus the following:</p> <ul style="list-style-type: none"> • Provide agency training on the planning, testing and evaluation of disaster recovery scenarios as they relate to the Agency’s/School District’s IT systems and applications. • Negotiate/contract with key disaster recovery, data storage, and hot/cold site industry providers. • Ensure that all critical State systems and information is included in a disaster recovery plan.

Facilitator

The Facilitator (FAC) is responsible for facilitating and managing technical requirements sessions involving Subject Matter Experts who are represented by program staff, technology staff, contractors, and other stakeholders. These sessions are typically information gathering meetings to make decisions and document requirements for workflow diagrams, business processes, system functional specifications, detailed system design specifications, testing plans and scripts, implementations plans, etc. The output from these sessions is documented and compiled in the above documents. These sessions are also utilized to gather requirements for RFI’s, RFP’s, contracts and federally required documents such as APDs, Feasibility Studies and Cost/Benefit Analyses. The Facilitator is personable, a good listener, well organized, a proficient writer, and can actively manage meetings. This is usually a discipline for larger projects where a Planning or Project Manager requires a meeting specialist.

FAC1

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Years of Relevant Experience:	0 to 2 years
Preferred Education:	Bachelor's Degree or equivalent work experience
Role Description:	<ul style="list-style-type: none"> • Create and maintain Project Plan in MS Project and/or other Project Planning tool • Create Meeting Agenda. • Identify SMEs needed for each session. • Lead meetings and manage to the agenda. • Drive team to make decisions. • Document all topics discussed, decisions made and outstanding issues. • Compile documents for review and approval. • Organize documents to feed project deliverables.

FAC2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	Bachelor's Degree or equivalent work experience
Role Description:	All roles specified in FAC1 plus the following: <ul style="list-style-type: none"> • Experience creating requirements for RFIs, RFPs, and contracts. • Experience in facilitating multi-year projects.

FAC3

Years of Relevant Experience:	5 plus years
Preferred Education:	Bachelor's Degree or equivalent work experience
Role Description:	All roles specified in FAC2 plus the following: <ul style="list-style-type: none"> • Experience in creating requirements for APDs, Feasibility Studies and Cost/Benefit Analyses. • Experience in facilitating multi-million dollar projects.

Functional Architect

The Functional Architect (FA) is the functional expert for an application, a defined set of applications or a portfolio of related applications. The Functional Architect is also responsible for bringing an understanding of the enterprise, business system and industry to the team(s) supporting or interfacing with the application. The primary responsibility of a Functional Architect is to provide expertise in the business process supported by the application, to prepare and review designs, to recommend improvements, and to provide guidance during the testing process. The Functional Architect helps the Programmers establish a clear understanding of the business functional requirements and either creates the functional designs to meet the requirements or reviews and approves the designs written by the Programmers. The Functional Architect must understand all aspects of their specific application(s), and the underlying business process. The more experienced Functional Architect plans, analyzes, and defines high- level software strategies and solutions. Contained in the experienced role is the task of coordinating with other Functional Architects to define technical requirements and long range plans for meeting customer requirements.

FA1

Years of Relevant Experience:	2 to 4 years in particular application area
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Analyze, determine, and document functional requirements. • Provide definition on how the applications will support business requirements. • Conduct impact analyses of business requirements on the system. • Work with Technical Architecture Specialist in defining software/hardware requirements.

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	<ul style="list-style-type: none"> • Gather and interpret user requirements into design specifications. • Participate in design of application. • Participate in design code and test reviews as appropriate. • Provide inputs to test planning. • Complete assigned tasks. • Communicate accurate and useful status updates. • Follow quality standards. • Ability to work in a team environment. • Strong communication skills; both written and spoken • Act as the application(s) functional expert; providing expertise in the business process supported by the application. • Provide detailed definition on how the applications will support business requirements. • Work with Technical Architecture Specialist in planning and delivering technical architecture. • Provide expertise for defining functional architecture and infrastructure for applications. • Plan and develop user interface strategy. • Direct and participate in design of application. • Interpret and understand user requirements/design specifications. • Provide detailed definition on how the applications will support business requirements. • Work with Technical Architecture Specialist in defining software/hardware requirements and in planning and delivering architecture. • Provide expertise for defining architecture and infrastructure for applications. • Review and understand team work plan • Identify and track issues, risks and action items affecting own work and work of team. • Anticipate and resolve issues specific to the team. <p>Determine time estimates and schedule for own work and resolve issues in a timely manner.</p>
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FA2

Years of Relevant Experience:	4 to 5 years in particular application area
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in FA1 plus the following:</p> <ul style="list-style-type: none"> • Provide functional expertise to planning organization as required. • Review tasks prior to migration into production as appropriate. Provide assistance in scheduling design work for Lead Functional Architect. • Coordinate the design and development of work estimates and act as the primary point of contact. Assist in managing and directing application team processes. • Organize and prepare work effectively to facilitate proactive resolution of problems. • Work with client and Lead Functional Architect to identify direction of software. • Ensure business requirements are supported by the software. • Identify and initiate continuous improvement opportunities. • Define user interface strategies. • Understand specific business needs and overall business strategy of the business customer.

FA3

Years of Relevant Experience:	5 plus years in particular application area
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Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in FA2 plus the following:</p> <ul style="list-style-type: none"> • Guide processes for Functional Architects and direct work planning and design activities. • Provide standard, well-structured work planning which defines scope, resources, commitments, quality, risk, tasks, and acceptance criteria. • Ensure that overall application designs remain within project scope. • Work with customer business units to understand their business processes. • Work with customer business units and client to identify direction of software. • Ensure business requirements are supported by the software. • Ensure goals for Functional Architects are being met and manage team commitments. • Analyze, define, and document how the applications will support functional and business requirements. Coordinate these efforts with Functional Architects. • Understand supporting/interfaces system applications. • Approve the determined need for new software/hardware. • Understand prioritization work based on business needs request/releases for work affecting an application. • Manage the accomplishment of delivery metrics, Service Level Agreements and other contractual obligations within areas of responsibility. • Sponsor coordination of the required skills, training, methodologies, and processes to ensure the success of team/project/program goals. • Coordinate and conduct project review meetings with Group Lead Functional Architects and Team Leads. • Communicate and resolve application interface issues with other Lead Functional Architects as needed. • Monitor and measure maintenance and development process effectiveness. • Communicate clearly the program/application goals, operational and organizational philosophies, and policies and procedures to the Functional Architects. • Communicate to team members the relationships between their work and assignments and the organizational and/ or program objectives.

Help Desk Analyst

The Help Desk Analyst (HAD) provides Helpdesk Level 2 Support by performing the skills listed below.

HDA1

Years of Relevant Experience:	1 to 3 years field experience
Preferred Education:	2 year associates degree or equivalent technical study

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Role Description:	<ul style="list-style-type: none"> • Provide technical assistance, support, and advice to end users for hardware, software, and systems. • Provide hands-on technical assistance to business and technical users. • Investigate and resolve computer software and hardware problems of users. • Serve as a contact for level 1 support. • Serve as a contact for users having problems using computer software, hardware, and operating systems, and escalates as necessary. • Determine whether problem is caused by hardware, software, or system. • Answer questions, applying knowledge of computer software, hardware, systems, and procedures. • Talk with technical and non-technical co-workers to research problem and find solution. • Asks user with problem to use telephone and participate in diagnostic procedures, using diagnostic software or by listening to and following instructions. • Experienced with a variety of call-tracking software and systems. • Reads trade magazines and engages in independent study to maintain current industry knowledge. • Follow quality standards, and displays strong customer service skills. • Ability to work in a team environment. • Complete assigned tasks. • Strong communication skills; both written and spoken.
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HDA2

Years of Relevant Experience:	3 to 5 years field experience
Preferred Education:	4 year college degree in field of specialty or equivalent education and experience combined
Role Description:	<p>All roles specified in HDA 1 plus the following:</p> <ul style="list-style-type: none"> • Call software and hardware vendors to request service regarding defective products. • Act as a subject matter expert for one or more custom or COTS applications. • Talk to programmers to explain software errors or to recommend changes to programs. • May work as in-house consultant and research alternate approaches to existing software and hardware when standardized approaches cannot be applied. • Test software and hardware to evaluate ease of use and whether product will aid user in performing work. • Write software and hardware evaluation and recommendations for management review. • Write or revise user-training manuals and procedures. • Develop training materials, such as exercises and visual displays. • Train users on software and hardware on-site or in classroom, or recommend outside contractors to provide training.

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HDA3

Years of Relevant Experience:	5 plus years field experience
Preferred Education:	4 year college degree in field of specialty
Role Description:	<p>All roles specified in HDA 1 and 2 plus the following:</p> <ul style="list-style-type: none"> • Manage expectations at all levels: customers/end users, executive sponsors. • Ensure quality standards are followed. • Monitor the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels. • Act as the escalation point for high priority support issues. • Ability to make recommendations on policies on system use and services.

IT Security Administrator

The IT Security Administrator (ISA) is responsible for administration of access controls on mainframe for all statewide users, DTI staff, employees, contractors and vendors. The ISA is also accountable for physical security through proprietary administration and surveillance monitoring. The ISA researches upgrades and improvements for better flexibility and control and supports agency Information Security Officers with reports and troubleshooting. The ISA could also provide 2nd level support to DTI Service Desk as well as support customer agencies with security expertise and problem resolution.

ISA1

Years of Relevant Experience:	0 to 2 years
Preferred Education:	Bachelor's Degree or equivalent work experience
Role Description:	<ul style="list-style-type: none"> • Implement and maintain security policies, procedures, standards, and guidelines for DTI facilities/computing systems and for state agencies, school districts and other entities. • Assist other security personnel in developing and drafting security procedures and forms for administration. • Provide physical security for DTI work locations including building access, door and video surveillance, inspections, investigations and maintenance. • Prepare security violations logs and deliver regular reports; incident reporting, issue remediation. • Administer personnel/HR packets and clearances for DTI staff, contractors and vendors.

ISA2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	Bachelor's Degree or equivalent work experience
Role Description:	<p>All roles specified in ISA1 plus the following:</p> <ul style="list-style-type: none"> • Conduct investigations, administer information access controls, and perform other security measures for DTI computing sites statewide. • Develop and implement training materials for Information Security Officers. • Develop and conduct security training to DTI and customers related to information security and risk management. • Support the Information Security Officers Team and DTI management as required. • Self-motivated and able to work independently with general direction from the Lead DTI Security Administrator.

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ISA3

Years of Relevant Experience:	5 plus years
Preferred Education:	Bachelor's Degree or equivalent work experience
Role Description:	<p>All roles specified in ISA2 plus the following:</p> <ul style="list-style-type: none"> • Coordinate and administer security activities across interdepartmental teams within DTI and other outside client agencies. • Support and participate in agency projects to implement, insure, train and administer information security. • Investigate and report incidents/violations of individuals, systems and accesses with recommendations/alternatives for prevention and risk mitigation. • Write proposals, summaries, documentation, forms and whitepapers concerning information and physical security.

Network Administrator

The Network Administrator (NA) installs, configures, and supports an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. The Network Administrator maintains network hardware and software, monitors the network to ensure network availability to all system users and performs necessary maintenance to support network availability. The Network Administrator may supervise other network support and client server specialists and plan, coordinate, and implement network security measures.

NA1

Years of Relevant Experience:	1 to 3 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Monitor, diagnose and troubleshoot network (LAN/WAN) performance, hardware and software platforms, resolve server connectivity issues in a multi-tiered and secure networking environment, and replace defective components. • Install, configure, manage and maintain server hosted network attached storage (NAS) and storage area network (SAN) disk storage technologies. • Perform server backups, restorations, fail-over recovery and disaster recovery operations. • Maintain and administer computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations. • Plan, coordinate, and implement network security measures to protect data, software, and hardware. • Perform routine server operating system and application software with patches and updates. • Test computer hardware, networking software and operating system software. • Confer with network users about how to solve existing system problems. • Work with vendors to resolve problems. • Experience in network cabling systems and fiber optic cabling.

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NA2

Years of Relevant Experience:	3 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in NSA1 plus the following:</p> <ul style="list-style-type: none"> • Design, install, configure, monitor and troubleshoot network equipment such as, but not limited to, Hubs, Network Interface Cards (NIC), Local Area Network (LAN) cards, hard drives, Ethernet switches, routers, wireless bridges, monitoring devices, access points, firewalls, intrusion detection systems, and content devices. • Recommend changes to improve systems and network configurations, and determine hardware or software requirements related to such changes. • Supervise other team members and provide training in advanced networking skills. • Write and produce technical documentation.

NA3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in NSA2 plus the following:</p> <ul style="list-style-type: none"> • Recommend changes to improve systems and network configurations, and determine hardware or software requirements related to such changes. • Supervise other team members and provide training in advanced networking skills. • Act as a subject matter expert during technical reviews/audits and provide input during RFP process.

Organizational Change Management Specialist

The Organizational Change Management Specialist (OCM) will provide support to the State of Delaware's business organizations (state agencies and school districts) through the transformational processes related to major project implementations. The difference in the role levels 1, 2 and 3 are based on size and scale of project and needed years' experience.

OCM1

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year degree (i.e. business administration, communications, information systems, public administration, organizational development)or equivalent experience
Role Description:	<ul style="list-style-type: none"> • Develop, document, and communicate policies, processes, procedures, and other information for the preparation of major project implementation within state organizations. • Work with project team members to ensure that business organizations understand and implement changes that are a result of reengineering and system development. • Must be able to exhibit effective communication skills, be highly organized, detail oriented, and work independently. • Assist the user community in identifying and understanding the changes resulting from business reengineering efforts, new system development, and other modifications to business processes accompanying technological advances and provide guidance and support in responding to those changes. • Provide a communications link between technical and functional personnel to ensure a clear understanding of requirements, functionality, change issues etc.

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	<ul style="list-style-type: none"> • Plan, organize, develop, and implement effective communications for the smooth sharing of information between technology teams and business organizations. • Work with the project team to identify and define project operating standards and translate those standards into system documentation. • Work with project team and end user community to identify and define end user procedures and translate those procedures into easily understood, user friendly, readily available end user documentation. • Assist user organizations and technical teams in the process of conducting acceptance testing for maximum clarity and confidence in understanding on the part of both.
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OCM2

Years of Relevant Experience:	4 to 6 years
Preferred Education:	4 year degree (i.e. business administration, communications, information systems, public administration, organizational development) or equivalent experience
Role Description:	<ul style="list-style-type: none"> • All roles specified in OCM1

OCM3

Years of Relevant Experience:	6 plus years.
Preferred Education:	4 year degree (i.e. business administration, communications, information systems, public administration, organizational development)or equivalent experience
Role Description:	All roles specified in OCM2 plus: <ul style="list-style-type: none"> • acceptance testing for maximum clarity and confidence in understanding on the part of both.

Planning Manager

The Planning Manager (PLAN) is responsible for the planning phase of an IT project. This involves the necessary planning and requirements gathering to ensure that the proper implementation RFP (or equivalent requirements document) and/or contract is in place. Planning manager will serve on a one person capacity on smaller projects and will manage a planning team on large projects. Planning manager will facilitate requirements sessions to gather necessary detail to author planning project documents such as workflow diagrams, business re-engineering documents including as is, to-be a gap analysis, system functional specifications, detailed system design specifications, testing plans and scripts, implementations plans, etc.

PLAN1

Years of Relevant Experience:	0 to 2 years
Preferred Education:	Bachelor's Degree or equivalent work experience.
Role Description:	<ul style="list-style-type: none"> • Create and maintain Project Plan in MS Project and/or other Project Planning tool • Lead various meetings including stakeholder, requirements gathering/JAD with appropriate SMEs and manage to the agenda. • Drive team to make decisions. • Document all topics discussed, decisions made and outstanding issues. • Compile documents for review and approval. • Organize documents to author project deliverables.

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PLAN2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	Bachelor's Degree or equivalent work experience.
Role Description:	All roles specified in PLAN1 plus the following: <ul style="list-style-type: none"> • Manage team of one to two planning staff members. • Project is multi-year.

PLAN3

Years of Relevant Experience:	4 plus years
Preferred Education:	Bachelor's Degree or equivalent work experience.
Role Description:	All roles specified in PLAN2 plus the following: <ul style="list-style-type: none"> • Manage larger planning team. • Project is mission critical and/or has statewide implications.

Product Specialist

The Product Specialist (PS) is the expert for a technical development or execution environment product or set of products. The primary responsibility of a Product Specialist is to ensure the availability and facilitate the productive use of a product for Application Teams or end users. The Product Specialist may own part of a product, all of one, or several products depending on the nature of the product(s) and their use. The Product Specialist requires significant to expert experience and skills in the product supported. The Product Specialist will usually also have significant experience in the operating environment(s) (e.g., HP/UX, NT, MVS, etc.) on which the product is implemented. If the product is one that was internally developed, the supporting PS should also have most of the skills of a Programmer. The Product Specialist is responsible for collaborating with Technical Architecture Specialist, System Specialists, Programmers and vendors to ensure and enhance the use of the product and effect migration to new versions of a product.

PS1

Years of Relevant Experience:	1 to 2 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • Make sound recommendations on functional and technical improvements to the product. • Analyze the functional and technical impact of product planning decisions. • Develop appropriate functional and usability standards for products. • Track and document expected volume and type of use of the product. • Participate in product design reviews to verify that design meets quality standards and functional/technical requirements. • Participate in product design reviews to verify that design meets quality standards and functional/technical requirements. • Perform impact analyses on production fixes and enhancements to establish priorities. • Provide basic product support and provide accurate and complete answers to detailed product questions in a timely manner. • Provide effective on-site product support as needed. • Accurately sets severity of identified defects. • Provide input to training and / or documentation materials regarding latest technical and functional design changes. • Document all work for future reference.

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	<ul style="list-style-type: none"> • Review the system test approach and conditions used as the basis for detailed test scenarios. • Follow quality standards. • Analytical and customer service skills. • Communicate accurate and useful status updates. • Ability to work in a team environment. • Complete assigned tasks. • Strong communication skills; both written and spoken.
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PS2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PS1 plus the following:</p> <ul style="list-style-type: none"> • Actively contribute as an expert or actual designer. • Coordinate product design reviews to verify that design meets quality standards and functional/technical requirements. • Provide accurate estimates for design and programming efforts for system changes and enhancements. • Coordinate enhancements to business and logical data models with data base administration to make the appropriate changes to the physical data model. • Confirm that technical architecture will support all changes required by product enhancements. • Effectively lead product tests and trials. • Identify appropriate business examples to illustrate key concepts / features. • Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary. • Apply specific expertise to ensure that products meet defined customer objectives. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.

PS3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PS2 plus the following:</p> <ul style="list-style-type: none"> • Demonstrate expertise in teaching/conveying technical and/or functional courses/concepts. • Develop appropriate work programs/budgets and use to effectively schedule tasks/assignments. • Identify improvements to project standards to achieve high quality services/products.

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Project Manager

The Project Manager directs, controls, administers, and regulates an enhancement or development program. The Project Manager is the individual ultimately responsible to the agency. The Program Manager’s primary responsibility is to drive the entire effort from start to finish. The Project Manager must ensure that the program is completed on schedule and that the final product meets the business, technical, and established quality requirements. The difference between a PM1, PM2, and PM3 will depend on the size of the project, and the breadth and scope of the project.

PM1

Years of Relevant Experience:	I) 2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • Responsible for the development of estimates for the enhancement or development effort in planning, analysis, design, construction, testing, and implementation. • Accountable for delivery of all work tasks identified in the program plan. • Responsible for the capture and reporting of required program management metrics. • Adjust and revise estimates when necessary. • Ensure all changes to scope follow processes and are documented. • Ensure new estimates are approved by the client and agreed upon. • Adjust and revise estimates when necessary. • Manage, and track the program progress against the program plan. • Monitor project milestones and phases to ensure the project is on schedule. Take corrective actions if a project begins to slip its schedule. • Prepares status reports on a periodic basis for program team, team leads, group leads, and program manager and appropriate stakeholders. • Plan, organize, prioritize, and manage multiple work efforts across application teams. • Develop the detailed program plan for the enhancement or development effort. • Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • Responsible to tailor and baseline all program templates. • Accountable to schedule or monitor status reviews, peer reviews, program management inspections, and software quality assurance work product and process reviews with the appropriate designated resources. • Notify team leads of project timelines, milestones, phases, work requests target dates, and approved executable work package. • Communicate and work with users and client as necessary. • Coordinate and present proposals to agencies as necessary. • Analyze and distribute reports on program metrics associated with work items related to improvement measures. • Ensure processes and activities are followed.

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PM2

Years of Relevant Experience:	5 to 7 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM1 plus the following:</p> <ul style="list-style-type: none"> • Accountable for the approval and sign-off of the program plan with customer representatives, such as portfolio managers, and all affected program stakeholders. • Accountable for management of scope for the program and gaining agreement and approval of scope changes with customer representatives and affected stakeholders. • Build and maintain relationships with key stakeholders and customer representatives. • Direct work planning and scheduling design work. • Manage and track the program progress against the program plan. • Serve as the primary point of contact for all program-related issues and resolution of issues. • Coordinate and present proposals to agencies as necessary. • Identify and manage program risk and develops risk mitigation strategies, track to closure. • Ensure team leads adjust and revise estimates when necessary. • Anticipate issues and proactively address them. Resolve conflicts with sensitivity and tact. • Coordinate the establishment of program standards and program specific procedures with team leads. • Responsible for project compliance with standards and procedures. • Responsible for the capture and reporting of required program management metrics. • Responsible to tailor and baseline all program templates. • Develop and facilitate achievement of program service commitments and performance metrics. • Ensure that tasks provide value and support the strategic direction of the program and meet service commitments; conduct reviews with agencies. • Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • Communicate effectively with customers and software / hardware suppliers supporting the State as appropriate. • Identify and track issues. • Balance workload with program members' capacity. • Communicate to team members how their work assignments relate to and help achieve program objectives. • Plan program specific training and orientation needs.

PM3

Years of Relevant Experience:	5 to 7 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM1 plus the following:</p> <ul style="list-style-type: none"> • Accountable for activities with excess delivery cycles of 8 to 12 months.

Programmer

The Programmer (PR) is responsible for analysis, design, coding, component and assembly testing of all application code owned by the Application Team. Programmers typically are involved in maintenance (including

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production support), enhancement and development work. Programmers have a range of skills and knowledge of the technologies used and applications supported by the Application Team. The Programmer works with the Functional Architect and Technical Architecture Specialist on an as needed basis to ensure that design and code meets customer requirements.

PR1

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • Code enhancement and development programs and/or required fixes to production problems using the functional and technical programming standards. • Test enhancement and development programs. • Participate in structured code reviews/walkthroughs. • Execute all required process steps. • Create and provide content for operational documentation to Technical Writers. • Utilize configuration management tools, design tools, debugging tools, and any other environment specific tools necessary to create, test, and implement an application. • Research problems before approaching the Team Lead or Functional Architect for assistance. • Limited functional knowledge. • Follow quality standards. • Support installation of application releases into production as directed. • Communicate accurate and useful status updates. • Ability to work in a team environment. • Complete assigned tasks. • Strong communication skills; both written and spoken.

PR2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PR1 plus the following:</p> <ul style="list-style-type: none"> • Analyze and design enhancements, development programs, and/or required fixes to production problems. • Design applications to functional and technical programming standards. • Work with Functional Architects to gather and interpret user requirements into design specifications. • Develop system specifications and interfaces. • Determine time estimates and schedule for work. • Moderate functional and process knowledge. • Assist in managing and directing Application Team processes. • Coordinate work with other software developers on Application Teams. • Assist Team Lead or Test Team Lead in monitoring estimated-time-to-complete (ETC) and actuals for assigned tasks. • Develop application designs in support of the systems specifications and interfaces, perhaps in conjunction with application or technical architects. • Operating System expertise sufficient to perform performance and tuning diagnostics. • Work with users to ensure that solutions meet business requirements. • Execution of all responsibilities with little direct supervision of Team Lead. • Generally aware of new developments in industry and process and has ability to apply them to work as appropriate.

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	<ul style="list-style-type: none"> • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.
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PR3

Years of Relevant Experience:	5 to 8 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PR2 plus the following:</p> <ul style="list-style-type: none"> • Plan all required process steps. • Review and understand the Application Team's work plan. • Provide status of work to Team Lead. • Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary. • Engage in ongoing process improvement. • Detailed functional and process knowledge. • Utilize deep modeling, design and coding skills. • Provide expertise in one or more database environments.

PR4

Years of Relevant Experience:	8 plus years
Preferred Education:	4 year college degree or equivalent technical study with advanced study preferred.
Role Description:	<p>All roles specified in PR3 plus the following:</p> <ul style="list-style-type: none"> • Converts scientific, engineering, and other technical problem formulations to formats that can be processed by computer. • Resolves symbolic formulations, prepares flowcharts and block diagrams, and encodes resultant equations for processing by applying extensive knowledge of branch of science, engineering, or advanced mathematics, such as differential equations or numerical analysis, and understanding of capabilities and limitations of computer. • This is a professional level non-supervisory position which may require coordination of programming activities being conducted by the team • Confers with other business and technical personnel to resolve problems of intent, inaccuracy, or feasibility of computer processing. • Works with necessary personnel to determine if modifications are necessary with interested personnel to determine necessity for modifications or enhancements. • Leverages excellent written and verbal communication skills to develop new business process and programming solutions as directed by business and technical stakeholders. • May coordinate activities of computer programmers.

Project Management Specialist

The Project Management Specialist (PMS) directs, controls, administers, and manages an enhancement or development of **small to medium size** project(s). The Project Management Specialist is the individual ultimately responsible for projects. The Project Management Specialist's primary responsibility is to drive the entire project/program from start to finish. The Project Management Specialist must ensure that the project/program is completed on schedule and that the final product meets the business, technical standards and policies.

PMS1

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Responsible for the development of estimates for the enhancement or development effort in planning, analysis, design, construction, testing, and implementation. • Accountable for delivery of all work tasks identified in the program plan. • Responsible for the capture and reporting of required program management metrics. • Adjust and revise estimates when necessary. • Ensure all changes to scope follow processes and are documented. • Ensure new estimates are approved by the client and agreed upon. • Adjust and revise estimates when necessary. • Manage, and track the program progress against the program plan. • Monitor project milestones and phases to ensure the project is on schedule. Take corrective actions if a project begins to slip its schedule. • Prepares status reports on a periodic basis for program team, team leads, group leads, and program manager and appropriate stakeholders. • Plan, organize, prioritize, and manage multiple work efforts across application teams. • Develop the detailed program plan for the enhancement or development effort • Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • Responsible to tailor and baseline all program templates. • Accountable to schedule or monitor status reviews, peer reviews, program management inspections, and software quality assurance work product and process reviews with the appropriate designated resources. • Notify team leads of project timelines, milestones, phases, work requests target dates, and approved executable work package. • Communicate and work with users and client as necessary. • Coordinate and present proposals to agencies as necessary. • Analyze and distribute reports on program metrics associated with work items related to improvement measures. • Ensure processes and activities are followed.

PMS2

Years of Relevant Experience:	5 to 7 years
Preferred Education:	4 year college degree or equivalent technical study or PMP Certification
Role Description:	<p>All roles specified in PMS1 plus the following:</p> <ul style="list-style-type: none"> • Accountable for the approval and sign-off of the program plan with customer representatives, such as portfolio managers, and all affected program stakeholders. • Accountable for management of scope for the program and gaining agreement and approval of scope changes with customer representatives and affected stakeholders. • Build and maintain relationships with key stakeholders and customer representatives. • Direct work planning and scheduling design work.

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	<ul style="list-style-type: none"> • Manage, and track the program progress against the program plan. • Serve as the primary point of contact for all program-related issues and resolution of issues. • Coordinate and present proposals to agencies as necessary. • Identify and manage program risk and develops risk mitigation strategies, track to closure. • Ensure team leads adjust and revise estimates when necessary. • Anticipate issues and proactively address them. Resolve conflicts with sensitivity and tact. • Coordinate the establishment of program standards and program specific procedures with team leads. • Responsible for project compliance with standards and procedures. • Responsible for the capture and reporting of required program management metrics. • Responsible to tailor and baseline all program templates. • Develop and facilitate achievement of program service commitments and performance metrics. • Ensure that tasks provide value and support the strategic direction of the program and meet service commitments; conduct reviews with agencies. • Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • Communicate effectively with customers and software/hardware suppliers supporting the State as appropriate. • Identify and track issues. • Balance workload with program members' capacity. • Communicate to team members how their work assignments relate to and help achieve program objectives. • Plan program specific training and orientation needs.
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PMS3

Years of Relevant Experience:	7 plus years
Preferred Education:	4 year college degree or equivalent technical study or PMP Certification
Role Description:	<p>All roles specified in PMS2 plus the following:</p> <ul style="list-style-type: none"> • Accountable for activities with excess delivery cycles of 8 to 12 months.

Quality Acceptance Analyst

The Quality Acceptance Analyst (QAA) is responsible for representing the State in providing review of various project activities and deliverables to ensure that the Project is proceeding on time, within budget and that the outputs of the project are satisfactory. The QAA will serve independent of the Project Manager and will provide feedback to the PM and State staff on project issues and risks so they may be properly mitigated before they affect the scope. A QAA usually serves on large projects.

QAA1

Years of Relevant Experience:	0 to 2 years
Preferred Education:	Bachelor's Degree or equivalent work experience.
Role Description:	<ul style="list-style-type: none"> • Familiar with industry practices such as CMMI and Six Sigma. • Provide metrics to measure quality outputs. • Provide metrics to track defects and minimize them. • Provide metrics to measure and track risks. • Utilize industry best practices to manage and minimize defects through creation of front end quality measures to minimize/eliminate common sources. • Create repeatable methods to measure performance. • Review outputs including all project deliverables either through a complete review or development of a sampling methodology for large result sets. • Assist in developing traceability metrics. • Help develop test plans that prove traceability. • Assure that testing plans are traceable and repeatable through scripting or similar testing methods. • Develop easy to understand scoring process (e.g. green, yellow red) for tracking issues and project schedule. • Regularly communicate findings to State and vendor partners. • Escalate findings, as appropriate. • Advocate on behalf of the State with PM.

QAA2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	Bachelor's Degree or equivalent work experience.
Role Description:	All roles specified in QAA1 plus the following: <ul style="list-style-type: none"> • Manage team of one to QA staff. • Project is multi-year.

QAA3

Years of Relevant Experience:	4 plus years
Preferred Education:	Bachelor's Degree or equivalent work experience.
Role Description:	All roles specified in QAA2 plus the following: <ul style="list-style-type: none"> • Manage larger QA team. • Project is mission critical and/or has statewide implications.

Quality Assurance Specialist

The Quality Assurance Specialist (QAS) is responsible for the design, pilot, and implementation of the software quality assurance review processes. The QAS Specialist will work with Application Teams during pre and post assessment periods. The QAS Specialist reports to the Quality Assurance Team Lead. For each phase end review the Quality Assurance Specialist is responsible to plan, schedule, execute, and document findings of the review. Quality Assurance Specialists must have a detailed understanding of processes which support the software development lifecycle. The Quality Assurance Lead is responsible for communicating with the State regarding the progress of the quality approach and a summary of the metrics, as well as managing the Quality Assurance Specialists.

QAS1

Years of Relevant Experience:	3 years software development and testing
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • Assist in software activities in defined span of control for the organization. • Track and monitor process and work product improvement opportunities. • Collect, review, and evaluate the project's required work products against standard work product templates. • Verify that established measurement procedures are used and all required metrics are collected. • Respond to requests for information. • Coordinate work with others on team and across teams • Draft report of observations, minor and major non-compliance. • Develop quality standards. • Monitor progress of action item resolution activity and ensure appropriate internal stakeholders are aware of pending deadlines. • Conduct training courses with project teams on software quality review process. • Research problems before approaching Quality Assurance Lead for assistance. • Communicate accurate and useful status updates. • Manage and report time spent on all work activities. • Follow quality standards. • Able to work in a team environment. • Complete assigned tasks. • Strong communication skills; both written and spoken.

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QAS2

Years of Relevant Experience:	5 years software development, testing, and project management
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in QAS1 plus the following:</p> <ul style="list-style-type: none"> • Conduct software quality phase end review activities (work product and process) for each software project and produce the required quality assurance reports, as specified in the project's quality assurance plan. • Ensure the software development process followed by the project teams is compliant with approved tailored processes. • Review and check project's software development activities and the associated internal tasks required by the agencies as employed by the project and specified in the project plan. • Prepare preliminary software quality audit package for review before conduct of audit. • Define quality standards. • Monitor progress of action item resolution activity and ensure appropriate stakeholders are aware of pending deadlines. • Assist in managing and improving quality assurance team processes. • Review and understand project team work plan. • Determine time estimates and schedule for software quality review work. Conduct reviews according to schedule. • Organize and prepare work effectively to facilitate proactive resolution of problems, rather than reactive. • Identify and track issues, risks and action items affecting own work and work of team. • Report on progress of action item resolution and possible risk areas. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner.

QAS3

Years of Relevant Experience:	7 plus years software development, testing and project management
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in QAS2 plus the following:</p> <ul style="list-style-type: none"> • Review project's required work products to ensure compliance with approved tailored procedures and standards. • Review and check project's software development activities and the associated internal tasks required as employed by the project and specified in the project plan. • Compare actual project procedures to the specified standards, procedures, and, if required, specific 3rd party contractual requirements. • Perform detailed reviews of interim and final tasks as appropriate. • Ensure process improvement opportunities are reviewed by appropriate contact to identify training needs of the organization. • Perform or manage the required software quality phase end reviews of work product and process for each software project and produce the required software quality reports, as specified in the project's software quality plan. • Develop, and manage short and long-term plans and schedules for organization wide software quality needs. • Balance workload with team's capacity by managing the team's activities according to schedule and budgets. • Coordinate and procure the required skills and techniques required.

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	<ul style="list-style-type: none"> • Obtain feedback from project teams regarding the overall effectiveness of processes and procedures – Forward to appropriate stakeholders and process owners. • Provide feedback to project teams regarding process/procedure improvement opportunities and other potential areas for improvement discovered during software quality activities. • Report all software quality-revealed non-compliance. • Provide regular reports on the results of compliance reviews to the project team, project team leaders and management. Report on progress on action item resolution and possible risk areas. • Anticipate and resolve issues dealing with software quality. • Develop options and recommendations to assist teams in resolving issues. • Ensure action items are addressed and closed based on agreed dates and activities. • Ensure that defined processes are followed. • Communicate related improvement measures to the project team. • Obtain feedback from project teams regarding the overall effectiveness of software quality processes followed. Review with team and develop continuous improvement action plans. Report status to executive team. • Communicate and work with customers and other personnel as necessary. • Communicate clearly the team goals, organizational philosophies, and policies and procedures to the team. • Communicate to team members the relationship between their work assignments and the team and project objectives. • Lead efforts in developing and facilitating implementation of team goals and metrics.
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Senior Architect

The Senior Architect (SAR) is responsible for designing, developing, and implementing application infrastructure to provide highly-complex, reliable, and scalable applications and systems to meet the organization's objectives and requirements. Senior Architects are familiar with a variety of the application technologies, environments, concepts, methodologies, practices, and procedures and rely on experience and judgment to plan and accomplish goals. Senior Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They have proven experience defining systems and application architecture and provide vision, problem anticipation, and problem solving ability to organization. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

SAR1

Years of Relevant Experience:	5 years software development, testing, and project management
Preferred Education:	4 year college degree in computer science or related field with advanced study preferred.
Role Description:	<ul style="list-style-type: none"> • Manage, organize, and administer systems analysis and preparation of applications and operating systems programming to process data and solve problems by use of computers. • Establish priorities and schedules, and oversees and reviews work of systems analysis personnel and programming personnel. • Review feasibility studies and time and cost estimates of new or revised systems. • Assist in the development of standards, procedures, and operating systems applications. • A combination of directly-related technical training and hands-on experience. • Work with stakeholders and management to ensure projects are completed on time and according to organization standards.

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Role Description: (SAR1 continued)	<ul style="list-style-type: none"> • Consult with personnel in other information systems groups to coordinate activities. • Consult with management to clarify systems and programs intent, identify problems, suggest changes, and determine extent of application systems changes required. • Participate in developing a project plan and schedule with key milestones, contingency plans, workflow charts or diagrams, considering factors, such as resource requirements, computer storage capacity and speed, extent of peripheral equipment, and intended use of output data. • Manage conversion of workflow charts to language that can be processed by computer and entering of program codes and test data into computer. • Analyze test runs on computer and supervises correction of coded program and input data. • Manage the revision of existing programs to increase operating efficiency or adapt to new requirements. • Compile documentation of program development and subsequent revisions. • Train subordinates in systems analysis, feasibility studies, programming, and program coding. • Prescribe standards for terms and symbols used to simplify interpretation of programs. • Collaborate with computer manufacturers and other users to develop new programming methods. • Prepare records and reports.
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Senior Business Subject Matter Expert

The Senior Business Subject Matter Expert (SBSME) brings proven experience from related businesses or organizations as well as system integration and technology experience. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems. They are able to utilize knowledge of theory, principles, or technology of specific discipline or field of specialization.

SBSME1

Years of Relevant Experience:	More than 10 years
Preferred Education	4 year college degree in computer science or related field with advanced study preferred; certifications.
Role Description	<ul style="list-style-type: none"> • Consult with executive-level stakeholders to define business need or problem; conducts research, performs studies and surveys to obtain data; and analyzes problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization. • Require knowledge in computer programming and other related technical fields as well as extensive experience in a particular business or industry subject matter. • Conduct study or survey on need or problem to obtain data required for solution. • Analyze data to determine solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services. • Advise client or department heads on alternate methods of solving need or problem, or recommends specific solution. • Require experience providing consulting services to governmental entities. • May be designated according to field of business and technical specialization.

Senior Database Architect

The Senior Database Architect is responsible for designing, developing, and implementing infrastructure to provide highly-complex, reliable, and scalable databases to meet the organization's objectives and requirements. Database Architects are familiar with a variety of the database technologies, concepts, methodologies, practices, and procedures and rely on experience and judgment to plan and accomplish goals. Database Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They assist in defining system and application architecture and provide vision, problem anticipation, and problem solving ability to organization. They consult with the client to define needs or issues, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

SDA1

Years of Relevant Experience:	8 plus years of database experience
Preferred Education	4 year college degree in computer science or related field with advanced study preferred.
Role Description	<ul style="list-style-type: none"> • Possess extensive knowledge of one or more database systems, and is capable of hands-on work in all phases of database design and management. • Design, develop, and implement infrastructure to provide highly-complex, reliable, and scalable database to meet the organization's objectives and requirements. • Analyze organization's business requirements for database design, and implements changes to database as required. • Perform systems analysis on database, and resolves performance, capacity, and replication issues as necessary. • Provide detailed design and specification documentation, including flowcharts, for all aspects of the database. • Work with database analysts to develop methodologies, report views, queries, and table replications • Ensure that all the data is in the proper format. • Participate in the identification, prioritization, and development of technical initiatives and strategies. • Develop and maintains database standards and naming conventions. • Keep up-to-date on emerging database architectures, technologies, and methodologies, and attends training classes as necessary.

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Senior Project Management Specialist

The Senior Project Management Specialist (SPMS) directs, controls, administers, and manages an enhancement or development of **medium to large and/or enterprise-wide** project(s). The Senior Project Management Specialist is the individual ultimately responsible for projects. The Project Management Specialist's primary responsibility is to drive the entire project/program from start to finish. The Project Management Specialist must ensure that the project/program is completed on schedule and that the final product meets the business, technical standards and policies.

SPMS1

Years of Relevant	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Responsible for the development of estimates for the enhancement or development effort in planning, analysis, design, construction, testing, and implementation. • Accountable for delivery of all work tasks identified in the program plan. • Responsible for the capture and reporting of required program management metrics. • Adjust and revise estimates when necessary. • Ensure all changes to scope follow processes and are documented. • Ensure new estimates are approved by the client and agreed upon. • Adjust and revise estimates when necessary. • Manage, and track the program progress against the program plan. • Monitor project milestones and phases to ensure the project is on schedule. Take corrective actions if a project begins to slip its schedule. • Prepares status reports on a periodic basis for program team, team leads, group leads, and program manager and appropriate stakeholders. • Plan, organize, prioritize, and manage multiple work efforts across application teams. • Develop the detailed program plan for the enhancement or development effort • Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • Responsible to tailor and baseline all program templates. • Accountable to schedule or monitor status reviews, peer reviews, program management inspections, and software quality assurance work product and process reviews with the appropriate designated resources. • Notify team leads of project timelines, milestones, phases, work requests target dates, and approved executable work package. • Communicate and work with users and client as necessary. • Coordinate and present proposals to agencies as necessary. • Analyze and distribute reports on program metrics associated with work items related to improvement measures. • Ensure processes and activities are followed.

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SPMS2

Years of Relevant Experience:	5 to 7 years
Preferred Education:	4 year college degree or equivalent technical study or PMP Certification
Role Description:	<p>All roles specified in SPMS1 plus the following:</p> <ul style="list-style-type: none"> • Accountable for the approval and sign-off of the program plan with customer representatives, such as portfolio managers, and all affected program stakeholders. • Accountable for management of scope for the program and gaining agreement and approval of scope changes with customer representatives and affected stakeholders. • Build and maintain relationships with key stakeholders and customer representatives. • Direct work planning and scheduling design work. • Manage, and track the program progress against the program plan. • Serve as the primary point of contact for all program-related issues and resolution of issues. • Coordinate and present proposals to agencies as necessary. • Identify and manage program risk and develops risk mitigation strategies, track to closure. • Ensure team leads adjust and revise estimates when necessary. • Anticipate issues and proactively address them. Resolve conflicts with sensitivity and tact. • Coordinate the establishment of program standards and program specific procedures with team leads. • Responsible for project compliance with standards and procedures. • Responsible for the capture and reporting of required program management metrics. • Responsible to tailor and baseline all program templates. • Develop and facilitate achievement of program service commitments and performance metrics. • Ensure that tasks provide value and support the strategic direction of the program and meet service commitments; conduct reviews with agencies. • Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • Communicate effectively with customers and software/hardware suppliers supporting the State as appropriate. • Identify and track issues. • Balance workload with program members' capacity. • Communicate to team members how their work assignments relate to and help achieve program objectives. • Plan program specific training and orientation needs.

SPMS3

Years of Relevant Experience:	7 plus years
Preferred Education:	4 year college degree or equivalent technical study or PMP Certification
Role Description:	<p>All roles specified in SPMS2 plus the following:</p> <ul style="list-style-type: none"> • Accountable for activities with excess delivery cycles of 8 to 12 months.

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Senior Project Manager

The Senior Project Manager (SPM) is responsible for managing, coordinating, and establishing priorities for the complete life-cycle of projects including the planning, design, programming, testing, and implementation of business solutions designed to meet requirements of various departments in the company, such as distribution, finance, and manufacturing. Senior Project Managers are familiar with a variety of the project management methodologies and rely on experience and judgment to plan and accomplish goals. They have proven experience leading technology projects to successful implementation. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

SPM1

Years of Relevant Experience:	More than 10 years
Preferred Education:	4 year college degree in computer science or a related field; certifications specific to the field of project management.
Role Description:	<p>All roles specified in PM3 plus the following:</p> <ul style="list-style-type: none"> • Manage, coordinate, and establish priorities for complete life-cycle of projects including the planning, design, programming, testing, and implementation of business solutions designed to meet requirements of various departments in the company, such as distribution, finance, and manufacturing. • Design project plans, which identify needs and define major tasks and milestones, based on scope, resources, budget, and personnel. • Require proven success communicating verbally and in writing to multiple project stakeholders internal and external to the organization. • Determine project needs and acquires resources required for the success of the project. • Coordinate the development of new systems and/or applications projects, the modification of existing systems or applications, or changes in current methods or techniques. • Coordinate project performance with the other work of the affected department or departments. • Excludes those who do not have full time responsibilities for project management.

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Service Desk

The Service Desk (SD) analyzes and troubleshoots computer support problems and applies his or her understanding of computer software and hardware products and services to resolve user problems.

SD2

Years of Relevant Experience:	0 to 3 years A+ certification preferred
Preferred Education:	Usually prefer two years of postsecondary training in field of specialty; may accept equivalent education and experience combined.
Role Description:	<ul style="list-style-type: none"> • Receive telephone calls and e-mails from users having problems using computer software and hardware or inquiring how to use specific software, programming languages, electronic mail, or operating systems. • Ascertain the nature of problem, determine whether problem is caused by hardware such as modem, printer, cables, or telephone, and log in tracking system. • Escalate problems in accordance with defined procedures. • Assist users through problem solving steps • Use technical databases to research problems, and talk with co-workers to research problem and find solution. • Test software and hardware for troubleshooting and problem resolution. • Provide service and preventive maintenance activities on element exchange/baseline products (products with element exchange service and traditional maintenance philosophies; i.e., terminals, printers, personal computers, etc.). • Able to diagnose and detect correct equipment errors and repair products by replacing worn or broken parts, and making technical adjustments. • Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. • Assist in coordination of changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. • Provide accurate and complete answers to general use and administrative environment questions in a timely manner. • Support shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. • Communicate accurate and useful status updates. • Manage and report time spent on all work activities. • Follow quality standards. • Ability to work in a team environment • Complete assigned tasks. • Strong communication skills; both written and spoken

SD3

Years of Relevant Experience:	More than 3 years A+ certification preferred; additional certification may be required based on specific technologies.
Preferred Education:	4 year college degree or equivalent technical study; may accept equivalent education and experience combined.

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Role Description:	<p>All roles specified in SD2 plus the following:</p> <ul style="list-style-type: none"> • Test software and hardware to evaluate ease of use and whether product will aid user in performing work. • Write or revise training manuals and procedures. • Develop training materials, such as exercises and visual displays. • Train users on software and hardware on-site or in classroom, or recommend outside contractors to provide training. • Write software and hardware evaluation and recommendation for management review. • Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors.
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Software Process Engineer

The Software Process Engineer (SPS) is responsible for implementing and supporting a set of standard software engineering processes used by agencies. The Software Process Engineer participates in the entire life-cycle of software process improvement initiatives. This includes the planning, analysis, design, construction, testing, and implementation of new processes. The Software Process Engineer is responsible for identifying opportunities for improving existing processes and implementing appropriate solutions.

The Software Process Engineer is also responsible for supporting projects and individual Teams in the use and understanding of processes on an ongoing basis. The Software Process Engineer is responsible for collaborating with the Team Lead(s) and Program Managers to provide guidance to team members and facilitate continual software process improvement. The Software Process engineer must understand all aspects of the specific processes used by the Teams. The Software Process Engineer must also be familiar with industry process models and standards.

SPS1

Years of Relevant Experience:	3 years in Computer Software development
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • Facilitate the implementation of standard software engineering processes. • Identify software development process improvement opportunities either independently or through working with projects and teams. • Assist in planning software process improvement initiatives. • Direct and participate in teams working on the analysis, design, construction, testing, and implementation of new processes. • Work with projects and teams to define the need for tailored processes and tools and assist in implementation, as appropriate. • Provide ongoing support to projects and teams in the use and understanding of the software processes. • Provide on-site support for teams on process related issues. • Provide assistance to the Software Process Engineer Lead in planning and scheduling activities. • Provide support in tracking and monitoring the success of process improvement initiatives. • Monitor and solicit feedback on the usability and functionality of implemented processes. • Communicate accurate and useful status updates.

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	<ul style="list-style-type: none"> • Manage and report time spent on all work activities. • Follow quality standards. • Ability to work in a team environment • Complete assigned tasks. • Strong communication skills; both written and spoken
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SPS2

Years of Relevant Experience:	5 years in software development and testing
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SPS1 plus the following:</p> <ul style="list-style-type: none"> • Facilitate the implementation of standard software engineering processes across agencies. • Determine time estimates and schedule for own work and resolve issues on a timely basis. • Identify and track issues, risks and action items. • Determine process to support various initiatives. • Lead the development of content for process training and deliver process training as appropriate. • Coordinate with various teams about process improvement opportunities. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.

SPS3

Years of Relevant Experience:	7 plus years total experience; 5 plus years in software development and testing.
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in SPS2 plus the following:</p> <ul style="list-style-type: none"> • Organize and prepare work effectively to facilitate proactive resolution of problems. • Anticipate and resolve issues on a timely basis. • Communicate accurate and useful status as appropriate. • Demonstrate and promote a focus on client service. • Communicate effectively with suppliers as appropriate. • Work with internal customers and others to identify direction of software process. • Identify knowledge in a form that is reusable.

System Administrator

The System Administrator (SA) is responsible for server back up and security, along with performance tuning and capacity planning. System Administrators should possess an understanding of network and distributed computing concepts. This is accomplished by working with the Systems Management Team Lead to understand the scope of services to be provided and assessing the impact they will have on the technical infrastructure.

SA1

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study.

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Role Description:	<ul style="list-style-type: none"> • Familiar with most basic system administrator tools and process; for example, can boot/shutdown a machine, add and remove user accounts, use back up programs, and maintain system database files. • Maintain the project servers. • Maintain the file and print capacity • Ensure that backups are performed as appropriate. • Act as a front-line interface to users. • Accepts trouble reports and dispatch them to appropriate system administrators. • Ability to write scripts in a particular administrative language. • Programming experience with any applicable language. • Communicate accurate and useful status updates. • Manage and report time spent on all work activities. • Follow quality standards. • Ability to work in a team environment • Complete assigned tasks. • Strong communication skills; both written and spoken
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SA2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SA1 plus the following:</p> <ul style="list-style-type: none"> • Responsible for operating and other system software. • Responsible for upgrading the operating and system software and keeping patches current. • Familiar with fundamental networking/distributed computing environment concepts. • Able to do minimal debugging and modification of programs. • Execute the disaster recovery/back up procedures and archiving procedures. • Manage security for servers. • Responsible for performance tuning, capacity planning, database administration, and fault management. • Provide tier two support of the technical infrastructure. • Coordinate efforts with vendors if tier three support is required. • Responsible for ensuring high priority issues are resolved in a timely manner. • Responsible for keeping the environment up and running. • In many cases is responsible for identifying and reporting hardware problems. • Capable of writing purchase justifications. • Understand basic routing concepts. • Identify and track issues, risks, and action items. • Resolve and/or assist in resolving issues. • Review, prioritize, and research service requests. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner.

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SA3

Years of Relevant Experience:	4 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SA2 plus the following:</p> <ul style="list-style-type: none"> • Solid understanding of networking/distributed computing environment concepts. • Understand principles of routing client/server programming. • Manage expectations at all levels: customers/end users, executive sponsors. • Ensure quality standards are followed. • Understand the business application of technical support and design in an application development environment. • Work with the various Infrastructure teams and operations provider to identify the strategic direction of systems management activities. • Understand the design of consistent network-wide file system layouts • Maintain strong relationships with employees and various tier two and three support groups. • Develop plans for disaster recovery/ back up and archiving. • Manage the daily operations of the systems management team to ensure service levels are being met. • Manage the systems management team's support issue and backlog. • Monitor the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels. • Act as the first level of escalation for high priority support issues. • Function as the liaison to the various support groups with whom the systems management team interfaces. • Develop the technical infrastructure maintenance strategy. • Manage the system management resources. • Act as a system's management expert. • Analyze, determine, and document requirements in terms of system management needs and implement them. • Identify, approve, and prioritize team projects. • Manage a large site or network. • Recommend policies on system use and services.

System Specialist

The System Specialist (SS) is knowledgeable on the usage and support of a collection of development platforms or technical architectures, and products that run on those platforms. The primary responsibility of a System Specialist is to ensure the availability and facilitate the productive use of a development platform or a test environment for Application Teams or end users. The System Specialist may support one or several instances of a platform/environment, applying their skills directly to a platform/environment and/or leveraging their skills across multiple platforms/environment. The System Specialist may, especially for usage and support of a platform, be part of an Application Team using the architecture. The System Specialist requires experience and skills in the environment supported and in the operations and in common usage of products for the environment. The System Specialist are responsible for collaborating with Technical Architecture Specialist, Functional Architects, Programmers and vendors to coordinate and enhance the use of the platform and facilitate migration to new versions of the platform.

SS1

Years of Relevant Experience:	1 to 3 years in desired environment
Preferred Education:	4 year college degree or equivalent technical study.

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Role Description:	<ul style="list-style-type: none"> • Assist in coordination of testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. • Make recommendations on functional and technical improvements to the environment. • Participate in performance and volume analysis and design. • Participate in performance improvement activities. Identify and apply potential improvements related to the environment for an application. • Provide accurate and complete answers to general use and environment questions in a timely manner. • Provide effective on-site environment support as needed. • Accurately set severity of identified defects. • Provide input to training and/or documentation materials regarding latest technical and functional design changes. • Ensure that all work is documented for future reference. • Follow quality standards. • Ensure effective and reliable backups are being performed and distributed properly. • Proactively address customer needs. • Track and anticipate volume and type of use of the environment. • Plan and implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. • Basic scripting and programming skills, including languages that run on specified platform. • Analytical and customer service skills. • Communicate accurate and useful status updates. • Ability to work in a team environment • Complete assigned tasks. • Strong communication skills; both written and spoken
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SS2

Years of Relevant Experience:	3 to 5 years in desired environment
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SS1 plus the following:</p> <ul style="list-style-type: none"> • Plan and manage network operating system upgrades. • Actively participate in analyzing and evaluating emerging software and hardware technologies/standards. • Serve as a liaison between teams for network planning and connectivity. • Develop appropriate functional and usability standards for the environments. • Plan or assist in planning network environment, including supporting existing structure and enhancements. • Plan and coordinate testing changes, upgrades and new and standard products, ensuring systems will operate correctly in current and future environment. • Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application or Environment team. Develop contingency plans as necessary. • Analyze the functional and/or technical impact of new product releases. • Advanced scripting and programming skills, including languages that run on specified platform. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.

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SS3

Years of Relevant Experience:	5 plus years in desired environment
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SS2 plus the following:</p> <ul style="list-style-type: none"> • Identify opportunities for new and improved technologies/standards to be used in the organization. • Identify, plan, and implement phase-out strategies for products and technologies. • Plan and coordinate testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. • Demonstrate expertise in teaching/conveying technical courses/concepts. • Assist in setting architecture direction and knowledge sharing. • Plan, organize, prioritize, and manage multiple work efforts the Application or Environment Teams. • Develop appropriate work programs and use to effectively schedule tasks/assignments.

Team Lead

The Team Lead (TL) manages an Application Team to deliver services according to defined service level commitments owned by the Application Team. The Team Lead coordinates resources and work to deliver solutions to customers on time and within budget. The Team Lead is assigned responsibility and accountability for overseeing the successful completion of all work assigned to the Application Team. The Team Lead is a process expert within the Application Team, understanding the software development/maintenance processes and verifying process conformance. The Team Lead will monitor stability of production applications owned by the Application Team. The Team Lead assists Application Team members in development activities and reviews tasks as required. The Team Lead manages and updates progress towards Application Team objectives, assists Application Team members in resolving problems, and engages in personnel management and guidance to Application Team members. The Team Lead fosters a positive work environment by mentoring, supporting, and committing to the professional development of Application Team members. The Team Lead reports to the Group Lead or Program Manager, as appropriate. The difference between a TL1 and a TL2 will depend on the size of the project, and the breadth and scope of the project.

TL1

Years of Relevant Experience:	4 to 5 years, and 1 to 2 years project management experience.
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Monitor stability of production applications owned by Application Team. • Prepare estimates for maintenance and enhancement of existing applications and development of new applications. • Perform detailed reviews of interim and final tasks as appropriate. • Process work requests; review, prioritize, and package. • Manage and review tasks of suppliers and other interfaces to the Application Team. • Conduct structured walk-throughs or inspections; manage issues to closure. • Develop and manage short and long-term plans and schedules. • Direct the development of accurate estimates for Application Team activities as required. • Balance workload with Application Teams capacity by managing the Application Teams activities according to schedule. • Manage the accomplishment of delivery metrics to support contractual obligations in the areas of service delivery and on time performance commitments and productivity improvement.

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	<ul style="list-style-type: none"> • Ensure work remains within the agreed scope. • Track work plan baseline against results. • Coordinate / communicate with Group Leads and / or Program Manager to ensure initiatives are in accordance with agreed customer commitments as planned. • Proactively identify and manage issues/risks affecting the project. • Communicate accurate and useful status to Group Lead and other management on a timely basis. • Identify and initiate continuous improvements. • Instill commitment to quality, customer service, ownership, and teamwork. • Conduct post project wrap-ups. • Monitor and measure maintenance and development process effectiveness. • Ensure that defined processes are followed. • Manage expectations of the Application Teams internal and external customers. • Facilitate communication and knowledge sharing within the Application Teams. • Maintain awareness of new developments in industry and processes and apply as appropriate. • Develop and deepen understanding of system business requirements supported by the Application Team. • Communicate clearly the Application Team goals, organizational philosophies, and policies and procedures to the Application Teams. • Conduct structured walk-throughs or inspections; manage issues to closure. • Communicate clearly the Application Team goals, organizational philosophies, and policies and procedures to the Application Teams.
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TL2

Years of Relevant Experience:	5 plus years, and 2 to 3 years project management experience
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in TL1 plus the following:</p> <ul style="list-style-type: none"> • Manage the resolution of high severity production problems. • Manage and direct Application Team activities employing appropriate program management and planning principles. • Coordinate work with other Team Leads as appropriate. • Coordinate and procure the required skills and techniques required by the Application Team.

Technical Architecture Specialist

The Technical Architecture Specialist (TAS) is the technical expert centered on a technology, technologies or a portfolio of applications. The Technical Architecture Specialist is the technologist who coordinates with other parties in setting the technical approach and direction and implementation for work. The Technical Architecture Specialist provides technical design expertise, defines what technical requirements are needed to support defined business requirements, participates in detailed design and code reviews, reviews system performance issues, reviews test plans, and provides technical guidance to the Application Team and Test Team members. The Technical Architecture Specialist is responsible for collaborating with the Team Lead(s) to coordinate project schedules, budgets, request management, and work authorization. The expert level Technical Architecture Specialist will interface with Executive Sponsors, Group Leads, and Lead Functional Architects to convey infrastructure requirements, plan, and schedule deployment of tasks, and resolve any issues that impact the deployment of the Application Delivery systems.

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TAS1

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Define test plans and criteria for acceptance for the technical components of an application. • Ensure business requirements are supported by the technical architecture. • Assist in leading technical direction of software; coordinating and presenting proposals to Group Leads, Leads, and the client. • Define and evaluate logical and physical data models. • Assist in development of overall system technical architecture - including software and hardware. • Define test plans and criteria for acceptance for the technical components of an application. • Analyze, determine, and document technical requirements and change request impact analysis. • Participate in detailed design and product test execution as required. • Develop technical programming standards. • Ensure business requirements are supported by the technical architecture. • Conduct structured walk-throughs or inspections for technical areas; resolve issues. • Assist in defining technical programming standards. • Communicate accurate and useful status updates. • Manage and report time spent on all work activities. • Follow quality standards. • Ability to work in a team environment • Complete assigned tasks. • Strong communication skills; both written and spoken • Perform integration of various architectures across multiple enterprises • Develop overall system technical architecture - including software and hardware. • Perform review of technical designs, code, and component test plans. • Resolve and / or assist in resolving cross application technical issues. • Conduct structured walk-throughs or inspections for technical areas; resolve issues. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.

TAS2

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TAS1 plus the following:</p> <ul style="list-style-type: none"> • Ensure consistency and completeness across data models. • Plan and deliver development architecture environments in coordination with the Environmental Support Specialist. • Assist in managing and directing team's technical architecture processes. • Provide assistance in scheduling design work for Lead Technical Architecture Specialist. • Develop and document expert practices/standards. • Possess strong analysis, presentation, documentation, and quality assurance skills. • Analyze, determine, and document technical requirements and impact analysis for technical and development architectures.

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	<ul style="list-style-type: none"> • Explain defect priorities and enhancement classifications to client and customer when needed. • Maintain awareness of new technological developments in industry and processes - implement concepts appropriately. • Lead or participate in setting the service levels for the application. • Define overall system logical architecture. • Provide standard, well-structured work planning which defines scope, resources, milestones, quality, risk, tasks, and acceptance criteria. • Prepare contingencies, scenarios, scenario plans and action items to resolve issues. • Lead efforts in providing technical expertise, guidance, and training to the Application and Test Teams.
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TAS3

Years of Relevant Experience:	5 plus years, and 1 to 2 years project management experience
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TAS2 plus the following:</p> <ul style="list-style-type: none"> • Communicate effectively with IT staff, client organization and software / hardware suppliers. • Lead efforts in designing technical strategy, direction and approach, technical architecture, data architecture, development architecture, performance tuning, performance and capacity analysis, technical standards, technical reliability and flexibility. • Design and define overall system technical architecture - including software and hardware within the framework and constraints of technical architecture. • Evaluate alternative designs. • Maintain control of specific tools and assets. • Own the technical architecture for a portfolio of applications, including the interpretation and application of the technical architecture. • Plan, design development and/or execution of architectures. Participate in the plan and design of technical architecture. • Assist with the preparation of estimates for new technology applications and maintenance of existing applications as part of Service Management. • Provide experience in utilizing the project architecture. Acknowledged as highly competent in one or more technologies. • Communicate accurate and useful status reports and other management on a timely basis. • Coordinate and conduct project architecture, infrastructure review meetings, and portfolio review meetings with Group Lead, Lead Functional Architects, and Team Leads. Integrate issues and identify impacts. • Communicate and resolve application interface issues. • Communicate to team members the relations between their work assignments and the organizational and/ or program strategy, objectives, business and technology needs of the application / system. • Share knowledge across teams with both similar and non-similar applications, specifically focusing on Technical Architecture • Interpret and communicate technical architecture to the Technology Application Architecture Team(s).

Technical Writer

The Technical Writer (TW) develops and maintains user and technical documentation and project process documentation for Application Teams. Technical Writer understands the user's view of applications and/or

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technology and is able to put procedures in a logical sequence. The experienced Technical Writer provides expertise on technical concepts of applications and/or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications within their Tower.

TW1

Years of Relevant Experience:	1 to 3 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Develop, enhance, and maintain user documentation for multiple applications including documentation required for the operations provider. • Develop on-line source documentation as appropriate. • Maintain documentation libraries and subscription lists. • Identify, create, revise, and maintain documentation and templates needed by the Application Teams. • Ensure appropriate control access/use of documentation materials. • Maintain application and user documentation. • Ensure messages and terminology is consistent across all written materials. • Research and complete documentation service requests. • Communicate and work with customers and other Client Telecommunications personnel as necessary. • Work with Application Team members to enhance their understanding of end-user and technical documentation. • Communicate accurate and useful status updates. • Manage and report time spent on all work activities. • Follow quality standards. • Able to work in a team environment • Complete assigned tasks. • Strong communication skills; both written and spoken

TW2

Years of Relevant Experience:	3 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TW1 plus the following:</p> <ul style="list-style-type: none"> • Review and prioritize documentation service requests. • Determine procedures for use of on-line documentation tools and version control documentation as appropriate. • Assist or guide other Technical Writer as needed to develop and maintain user and technical documentation for their assigned applications. • Educate both business and technical groups on the essential need for developing and using standard documentation for all processes. • Organize and prepare work effectively to facilitate proactive resolution of problems, rather than reactive. • Research problems before approaching Lead Technical Writer or Team Lead for assistance. • Assist the Application Team Lead in monitoring budget by providing estimated-time-to-complete and actuals for assigned tasks. • Identify and make recommendations around documentation and templates needed by the Application Teams. • Work with users and other State personnel to ensure that the solutions meet State business requirements. • Identify and initiate continuous improvement opportunities. • Direct the development of accurate estimates for documentation requests/activities as required.

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	<ul style="list-style-type: none"> • Develop options and recommendations to assist documentation team members in resolving issues. • Lead efforts in developing and facilitating implementation of the Documentation team goals and metrics. • Develop workable, practical, measurable work plans defining activities, schedules and tasks with Team Leads and the Lead Technical Writer • Review and understand the Application Teams work plan. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.
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TW3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TW2 plus the following:</p> <ul style="list-style-type: none"> • Review and approve procedures for use of on-line documentation tools as appropriate. • Identify business and technical documentation needs not currently addressed. • Manage Technical Writer. • Own documentation libraries and subscription lists. • Promote the need for developing and using standard documentation for all processes within the organization. • Perform detailed reviews of interim and final tasks as appropriate. • Oversee processing of service requests. • Manage, deploy, and schedule Technical Writer activities. • Develop and manage short and long-term documentation plans and schedules. • Understand work requests/needs within Application Teams • Manage the accomplishment of delivery metrics in support of contractual obligations in the areas of service delivery, on time performance. • Work with Team Leads and Group Leads to set documentation goals. • Ensure work remains within the agreed project scope. • Coordinate work with other Lead Technical Writers as appropriate. • Coordinate and procure the required skills and techniques required by the Application Teams for documentation needs. • Communicate accurate and useful status reports to Group Lead and other management on a timely basis. • Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary. • Manage expectations of the Technical Writers' internal and external customers. • Define documentation quality standards as needed. • Conduct post project reviews and quality assessments. • Ensure that defined processes are followed. • Communicate related improvement measures to the team. • Communicate clearly to Technical Writers their goals, organizational philosophies, and policies and procedures.

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Telecom Engineer

The Telecom Engineer (TE) configures and installs hardware, wiring, and specialized equipment according to local building and electrical codes. The Telecom Engineer may also be responsible for the end-to-end installation of cable, wiring, and related equipment. The Telecom Engineer typically works closely with facilities/construction managers and site-based project managers. The Telecom Engineer should be able to accurately estimate the time and materials needed for tasks assigned. It is not uncommon for the Telecom Engineer to supervise a team of people and coordinate activities with other construction teams.

TE1

Years of Relevant Experience:	0 to 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Ensure proper connectivity from site-to-site and internal to facility. • Experience with CAT5, Romex, and similar cables/wiring. • Pull cable and ensure adherence to all building codes. • Escalate construction and installation problems to the construction/integration manager, as needed. • Prepare all job-related paperwork. • Close out work authorization when equipment is in service.

TE2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TE1 plus the following:</p> <ul style="list-style-type: none"> • Inspect customer premises to ascertain available space for equipment installation • Determine the type and quantity of equipment that can be installed to provide requested communication facilities. • Create floor plan of equipment arrangement for customer or architect approval. • Prepare cost estimate for equipment and installation and submit data to management for authorization to proceed. • Order equipment and prepare installation specifications. • Monitor progress of installation to ensure facilities are ready on specified date.

TE3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TE2 plus the following:</p> <ul style="list-style-type: none"> • Lead full integration teams and interact with large infrastructure teams. • Act as telecommunications interface to outside vendors and construction manager. • Direct activities related to the selection and installation of telephone facilities and special equipment on premises to meet customer's communication requirements.

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Tester

The Tester (Test) is a member of a team which plans, constructs, and executes product tests, system tests, unit tests, load tests, volume tests, network tests as well as works with others for release control processes. The more experienced Tester manages, plans, constructs, and executes tests and integrates with release control process.

Test1

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Create test models for product test and release control (plans, data, and scripts). • Conduct structured walk-throughs • Execute assembly or product tests. • Meet time estimates for assigned tasks. • Communicate accurate and useful status updates. • Follow quality standards. • Ability to work in a team environment. • Complete assigned tasks. • Strong communication skills; both written and spoken.

Test2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in Test1 plus the following:</p> <ul style="list-style-type: none"> • Define product test plans and criteria for acceptance. • Develop, update, and maintain testing standards and procedures. • Resolve testing process questions / issues. • Assist in the planning, creation, and control of the test environments. • Conduct inspections; resolve issues. • Coordinate and execute assembly or product tests with the Test Team, Application Team and the Program Manager. • Assist Team Lead or Test Team Lead in monitoring estimated-time-to-complete (ETC) and actuals for assigned tasks. • Work with Test Team members to enhance their testing skills and build technical and business knowledge. • Update and test release installation procedures. • Generally aware of new developments in industry and processes and ability to apply to work as appropriate. • Determine time estimates and schedule for work efforts. • Define and utilize entry / exit criteria for testing. • Schedule the design of structured walk-throughs or inspections; resolve issues. • Work with users to ensure that solutions meet business requirements. • Anticipate and resolve issues specific to the team. • Determine time estimates and schedule for own work and resolve issues in a timely manner. • Identify and track issues, risks and action items.

Test3

Years of Relevant Experience:	4 plus years
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Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • All roles specified in Test2 plus the following: • Review and understand the Test Team work plan. • Assist in managing and directing Test Team processes. • Anticipate, identify, track and resolve issues and risks affecting own work and work of the Test and/or Application Teams. Develop contingency plans as necessary. • Research problems before approaching the Team Lead or Test Team Lead for assistance. • Assist or guide Testers as needed. • Develop understanding of system business requirements supported by the Test team • Assist Application Teams to plan and execute component and assembly tests. • Participate in assembly or product test execution as required.

Video Conference Specialist

The Video Conference Specialist (VCS) provides video and photograph production support by operating a variety of film, sound-reproducing equipment, slide, and video equipment.

VCS1

Years of Relevant Experience:	Up to 6 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • Maintain equipment in working condition. • Make minor adjustments and repairs to equipment • Notify maintenance personnel when correction of major malfunction is required. • Position, install, connect, and repair equipment. • Familiar with fundamental networking/distributed computing environment concepts. • Troubleshoot network issues, systems, and applications to identify and correct malfunctions and other operational difficulties. • Investigate user problems, identify their source, determine possible solutions, test and implement solutions • Ensure high priority issues are resolved in a timely manner. • Excellent communication skills.

VCS2

Years of Relevant Experience:	6 plus years
Preferred Education:	4 year college degree or equivalent technical study.

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Role Description:	<p>All roles specified in VCS1 plus the following:</p> <ul style="list-style-type: none"> • Coordinate equipment operation with material presented, according to notations in script or instructions of speaker. • Advise speakers and presenters on alternative media. • Meet with department heads, managers, supervisors, vendors, and others, to solicit cooperation and resolve problems. • Actively participate in analyzing and evaluating emerging technologies/standards. • Evaluate and/or recommend purchases of network hardware, software, and peripheral equipment. • Act as the first level of escalation for high priority support issues. • Function as the liaison to the various support groups with whom the systems management team interfaces. • Develop the technical maintenance strategy. • Analyze, determine, and document requirements in terms of system management needs and implement them. • Identify, approve, and prioritize team projects. • Mentor and supervise other team members.
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Voice/Data Engineer

The Voice/Data Engineer (VDE) directs and participates in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements. The Voice/Data Engineer is responsible for all technology and connectivity involving telecommunications and data networks. The Voice/Data Engineer will typically specialize in telephony and data interfaces and systems that have proprietary functions within the communications area of a corporation/business. General wiring excluded, the Voice/Data Engineer ensures that any specialized conduit or wiring is properly deployed and installed according to code. The Voice/Data Engineer is also an expert in audio/visual, teleconferencing, and voice mail equipment. Often times, the Voice/Data Engineer is specialized or is certified in a particular piece of equipment.

VDE1

Years of Relevant Experience:	0 to 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • Ensure proper connectivity of voice and data services and technologies. • Interact and work with Telecom Engineer, Integration Engineer, or Project Manager. • Prepare all job-related paperwork. • Close out work authorization when equipment is in service.

VDE2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in VDE1 plus the following:</p> <ul style="list-style-type: none"> • Prepare equipment floor plan for customer or architect approval. • Determine telephone, data services/components, and audio visual equipment placement within facility. • Act as installer of equipment for data/voice or Audio visual use. • Install, test, configure, and train users on products and equipment. • Support systems and products associated with telecommunications/telephone and data within a facility or department.

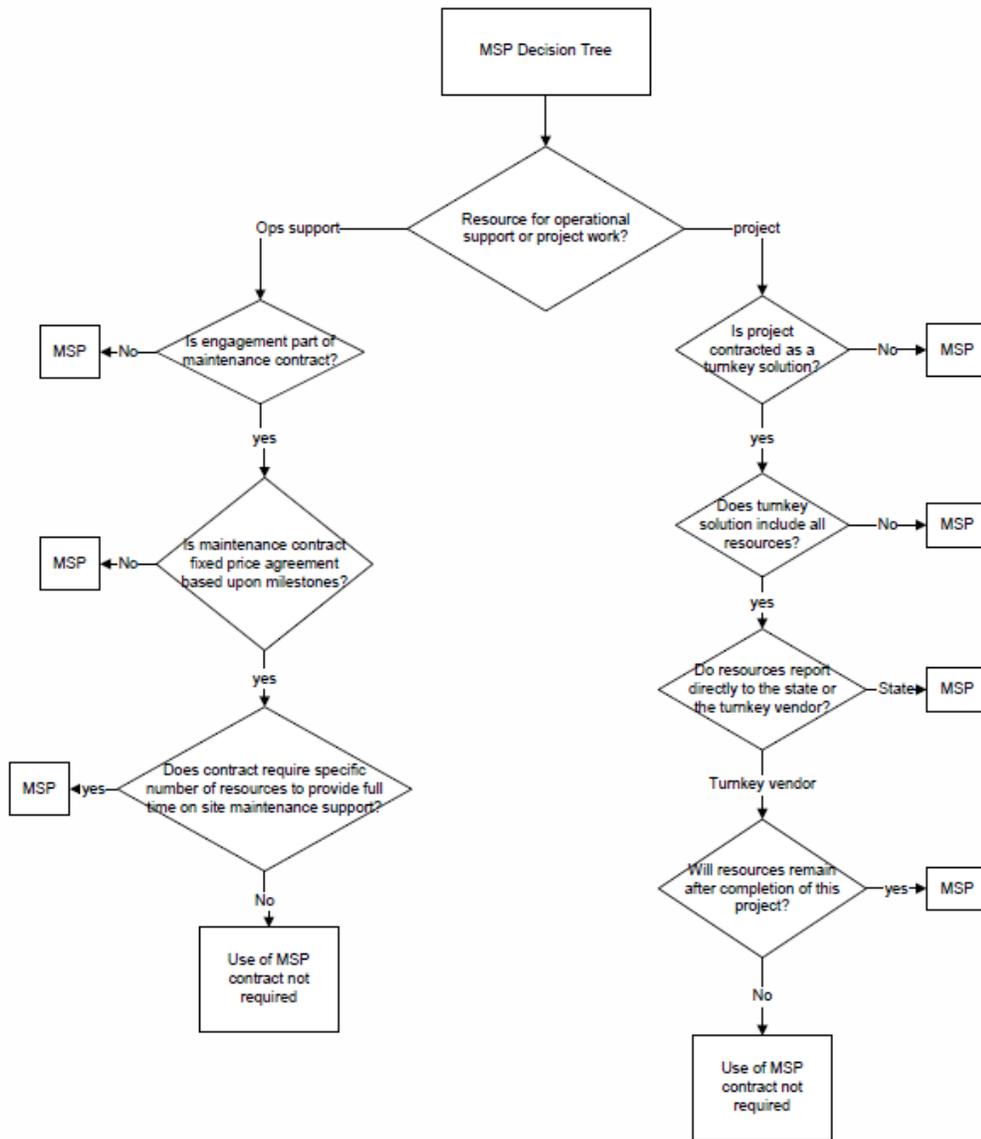
VDE3

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Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	All roles specified in VDE2 plus the following: <ul style="list-style-type: none">• Familiar with at least one type of equipment or service that is highly specialized.• Prepare cost estimate for equipment and installation and submit data to management for authorization to proceed with job.• Order equipment and prepare installation specification.• Monitor installation progress to ensure that the facilities are ready on projected date.• Lead a team of installers and junior Voice/Data Engineers.

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APPENDIX B



Cyber Responsibilities, Liability and Insurance

A. Vendor Protection of Customer Data

1. The awarded vendor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) security standards identified in this Request for Proposals and any resultant contract(s).

B. Definitions

Data Breach

1. In general the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in :
 - 1.1 The unauthorized acquisition of personally identifiable information (PII); or
 - 1.2 Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
 - 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
 - 1.1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

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2. Information or data that meets the definition ascribed to the term “Personal Information” under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

Customer Data

1. All data including all text, sound, software, or image files provided to Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

Security Incident

1. Any unauthorized access to any Customer Data maintained, stored, or transmitted by Delaware or a third party on behalf of Delaware.

C. Responsibilities of Vendor in the Event of a Data Breach

1. Vendor shall notify State of Delaware, Department of Technology and Information (DTI) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 - 1.1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR and DTI.
 - 1.2 Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
 - 1.3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
 - 1.4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:
 - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
 - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.

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- 1.4.3. Meet and confer with representatives of DTI regarding required remedial action in relation to any such data breach without unreasonable delay.
- 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

- 1. Covered Data Loss
 - 1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services
- 2. Covered Disclosure
 - 2.1 The disclosure of Customer Data as a result of a successful Security Incident.
- 3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

- 1. An awarded vendor unable to meet the requirement of encrypting PII at rest shall, **prior to the execution of a purchase order**, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the continuing term of the contract, inclusive of any term extension(s).
- 2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. **The level applicable to the project must be determined by the Agency and DTI prior to the issuance of a purchase order.** Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

STATE OF DELAWARE
Department of Technology and Information

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15,000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence

F. Compliance

1. The awarded vendor(s) is required to comply with applicable security-related Federal, State, and Local laws.

G. Media Notice

1. No media notice may be issued without the approval of the State.

H. Points of Contact – Data Breach

1. State of Delaware

Department of Technology and Information
Elayne Starkey, Chief Security Officer
elayne.starkey@state.de.us; 302.739.9631

SAMPLE Professional Services Agreement

Appendix D is found at <http://bids.delaware.gov>

Appendix D is a reasonable representation of the Agreement that will be executed with the awarded vendor(s). The State reserves the right to make modifications as may be necessitated by the nature of the procurement. Offerors are advised that any exceptions to the Agreement as represented herein must be listed on Attachment 3. No additional exceptions will be considered after the bid submission deadline unless the State deems it necessary to modify language in the Agreement in which case any subsequent exceptions will be limited to such modifications.