



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 30, 2013

TO: ALL OFFERORS

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT SUPERVISOR

SUBJECT: **ADDENDUM TO REQUEST FOR PROPOSAL
CONTRACT NO. GSS13692-EPROCUREMENT
ePROCUREMENT SERVICES**

ADDENDUM #9

Due to the number of questions received about the original Request for Proposal (RFP), GSS is posting a revised RFP solicitation, which is immediately following this Addendum #9 title page. The revised RFP incorporates any noted changes necessitated by the questions submitted, and amends the timeline to allow more time for vendors to submit their proposals.

When responding to the RFP Solicitation, vendors should refer to the REVISED solicitation.

Appendixes B and C remain in effect and shall be used by vendors in their bid submissions.

Vendors are encouraged to review the Addendum #7, noting the questions asked and answered for further background on the solicitation.

All other terms and conditions remain the same.



GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE eProcurement Services
ISSUED BY Government Support Services
Office of Management and Budget**

CONTRACT NUMBER GSS13692-EPROCUREMENT – REVISED

Due to the number of questions received about the original RFP, GSS has posted a revised RFP. The revised RFP incorporates any noted changes necessitated by the questions submitted, and amends the timeline to allow more time for vendors to submit their proposals.

A. Overview

The State of Delaware Office of Management and Budget, Government Support Services seeks qualified vendor(s) with the capabilities and qualifications to provide an e-procurement solution to electronic procurement. 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: April 2, 2013	July 30, 2013
Deadline for Receipt of Questions	Date: April 26, 2013	August 13, 2013
Deadline for Responses to Vendor Questions		August 30, 2013
Deadline for Receipt of Proposals	Date: May 31, 2013	September 19, 2013
Notification of Award (estimated)	Date: August 30, 2013	December 19, 2013

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

State of Delaware
Government Support Services

B. Scope of Services

The State of Delaware, Office of Management and Budget, Government Support Services (GSS) is seeking a provider or providers with the capabilities and qualification in achieving the following business objectives:

This solicitation calls for a centrally managed Software-as-a-Service (SaaS) solution that recognizes the unique environment of the State from a procurement execution perspective but allows the state to fully enjoy the benefits of a centrally coordinated cooperative sourcing and contracting model. As part of the scope of services, the awarded Vendor will be required to do the following;

1. Develop and refine a detailed project plan that is consistent with the State of Delaware project methodology and consistent with industry best practices for project management, as set forth by Project Management Institute (PMI). The Vendor must use the following project phase names in the vendor plan, to maintain consistency with the State of Delaware phase names: Planning & Design, Execution & Build, Implementation, and Closeout.
2. Work with the State of Delaware, OMB team and extended stakeholders to refine the business processes and requirements and document these processes and requirements in updated documentation. The Vendor may choose to use their staff or a third party partner to deliver these services. It is anticipated that the refining of the processes will continue beyond the installation of the tool, if this will leverage the inherent capabilities of the tool to form the final business processes and requirements.

This solicitation calls for a pricing and funding model that provides flexibility to utilize and pay for the solution's centralized services as needed but that avoids the "divide and conquer" revenue-maximizing approach taken by some providers to the pricing of multi-entity solutions. Related to this and as a direct consequence of the decision to select a SaaS solution, the State will not enter into any contract involving traditional on-premise per-seat pricing or a model that is cost prohibitive for a state contract vendor, including diversity and small business, participation. Any proposal offered should not include fees for use by Agencies as this is statutorily prohibited of GSS (29 Del. C., §6908(b)). Additionally, the State is not interested in a model that funds the central solution through fees for use by awarded vendors as distribution of any fees or rebates attributable to spend through the final solution is an undesirable burden for GSS and it is recognized that these fees are passed on through higher contract pricing for those goods and services. The state intends to centrally budget for any solution awarded and make this available as a service to all users of central contracts.

The solicitation assumes the implementation of a solution that will support a predominantly "center-led" strategy for procurement in which the benefits of leveraging are balanced with the needs of the State and individual agencies to maintain control of local contracting activities, when appropriate.

The solicitation assumes that the selected offeror's implementation strategy will address issues such as the need to adopt a phased approach that validates the proposed solution model and that also generates compelling early.

- A. Improve the procurement costs of state government programs and services by achieving improved consolidation and leverage of spend for common purchases across state

State of Delaware
Government Support Services

agencies, school districts, higher education institutions, political subdivisions and other authorized entities.

- B. Increase the efficiency and service levels of procurement services delivered to state government agencies by streamlining, automating and standardizing existing purchasing processes.
- C. Improve planning, decision making, reporting and general data transparency by centralizing, standardizing and improving the accuracy and quality of procurement information across disparate state agencies and other institutions.
- D. Achieve high quality relationships with suppliers of goods and services to the state by developing a reputation for “being easy to do business with” and by supporting the development needs of small, diversity, veteran and disadvantaged businesses.

C. 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. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
- 2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00

B. General Evaluation Requirements

- 1. Experience and Reputation
- 2. Expertise (for the particular project under consideration)
- 3. Capacity to meet requirements (size, financial condition, etc.)
- 4. Soundness of approach
- 5. Demonstrated ability
- 6. Familiarity with public work and its requirements
- 7. Distribution of work to individuals and firms or economic considerations
- 8. Understanding of contract terms and conditions
- 9. Other criteria necessary for a quality cost-effective project

C. Technical Standards and Security Requirements

1. Acknowledgement Required

a) Terms and Conditions

The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that explicit details of the cloud solutions are required, including an item-by-item acknowledgement from the candidate vendor. **Proposals must contain the form in Attachment 12 – DTI Terms and Conditions (T&C) for External Hosting and Cloud Providers. All T&C must be acknowledged. Items # 1 through 9 are non-negotiable. Items 10 through 23 are preferred. Vendor should sign acknowledge each item, and shall note any exception to DTI terms in the Attachment 3.** ~~Acknowledgement of the Terms and Conditions for Cloud Contracting and External Hosting. All of the Terms and Conditions (T&C) must be signed (acknowledged) and only the Statement of Work (SOW) that the solution accommodates should be signed.~~

b) 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 agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

c) Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

The awarded vendor shall maintain network security policy compliance in accordance with Secure File Transport to secure data classified as confidential or higher per the Data Classified Policy when moving data. References to the policy documents are provided in Section III. C. 2.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc) shall be disposed of in a manner

State of Delaware
Government Support Services

compliant to Delaware Department of Technology and Information policy DTI-005.01, Disposal of Electronic Equipment/Storage Media. Reference to the policy document is provided in Section III.C.2.

d) **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 (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

2. **Architectural Documentation Requirements**

- a) **Network Diagram** - A network diagram of the proposed solution is required that clearly documents the user's interaction with the solution and any interfaces with the solution and the State. The diagram should follow the example include in Attachment 14 – Network Diagram Template.
- b) **Software Inventory** - A software inventory of the proposed solution is required that list any software that the State needs. For example, a certain web browser (IE) or web service technology for an interface. Software inventories should use the format include in Attachment 15 – Software Inventory Template.
- c) **Database Dictionary or Data Model** - A data dictionary OR a conceptual data model for state-owned business data must be provided to the state. The data dictionary or conceptual data model does not have to be submitted with a vendor response to this RFP, but must be submitted once the design of the solution is complete or prior to implementation of the solution. The submitted data dictionary or conceptual data model must include at least the following items: entity names and descriptions, entity relationships and descriptions, attribute names, attribute descriptions, attribute data type, attribute lengths, and primary identifier for each entity.

Data dictionaries must be submitted in Excel or in a .csv file. The directions for how to format the Excel workbook is explained in the first section of the [Data Model Samples document](#). If a data model is submitted, it must be in either Sybase PowerDesigner or CA ERwin format. Any submission by a vendor to comply with these requirements that necessarily includes data that the vendor wishes to claim as proprietary must be submitted and labeled "Proprietary Information" with the RFP/Contract 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(d), and briefly stating the reasons that each document meets the said definitions. The vendor's counsel must also acknowledge what elements of the submission are not claimed as proprietary

State of Delaware
Government Support Services

and are subject to release upon request. Additional guidance is in Attachment 16.

3. Highlighted Standards

The following State of Delaware technology standards and/or policies have been identified as being related to this solution:

- a) Web Presentation Guidelines
<http://dti.delaware.gov/pdfs/pp/clf/WebPresentationGuidelines.pdf>
- b) State of Delaware Information Security Policy (DISP)
<http://dti.delaware.gov/pdfs/pp/DelawareInformationSecurityPolicy.pdf>
- c) Secure File Transport
<http://dti.delaware.gov/pdfs/pp/SecureFileTransport.pdf>
- d) Strong Password Standard
<http://dti.delaware.gov/pdfs/pp/StrongPasswordStandard.pdf>
- e) Web Application Security
<http://dti.delaware.gov/pdfs/pp/WebApplicationSecurity.pdf>
- f) Terms and Conditions for Cloud Contracting and External Hosting
<http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf>
- g) Data Modeling Standard
<http://dti.delaware.gov/pdfs/pp/DataModelingStandard.pdf>
- h) Data Integration Standard**
<http://dti.delaware.gov/pdfs/pp/DataIntegrationStandard.pdf>

D. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement website at <http://bids.delaware.gov> Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

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.

State of Delaware
Government Support Services

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.

Peter Korolyk
Government Support Services
100 Enterprise Place
Suite 4
Dover, DE 19904-8202
peter.korolyk@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 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:

State of Delaware
Government Support Services

- 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
 - 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 two (2) paper copies and one (1) electronic copy on CD. **A 'thumb drive' or USB memory stick are also acceptable.**

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM EST** (Local Time) on ~~May 31, 2013~~ **September 19, 2013**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

State of Delaware
Government Support Services

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM EST** (Local Time) on ~~May 31, 2013~~ **September 19, 2013**. Any proposal received after this 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.

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 the initial contract term. 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 only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

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.

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

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. 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.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the 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

State of Delaware
Government Support Services

document is not “public record” as defined by 29 *Del. C.* § 10002(d), 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.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. 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 Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, 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 or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. 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.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly**

State of Delaware
Government Support Services

responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

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.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Submission of awarded Consortium or Cooperative Solutions

The State is willing to accept proposals from vendors that have been awarded similar solutions from Consortiums or Cooperatives available to the State of Delaware consistent with 29 Del. C., §§6933 and 6987 which could be joined through completion of a participating addendum in lieu of an individual award for this RFP. Vendors wishing to offer a Consortium or Cooperative award should note that they may elect to submit either that offering or an individual response to this RFP but not both or risk disqualification. It is the intention that any Consortium or Cooperative offering provided should be the best and final offering of a responsive vendor. Vendors are prohibited from submitting multiple Consortium or Cooperative offerings in response to this RFP and are limited to one proposal regardless of type. Currently utilized Consortiums and Cooperatives of the State of Delaware may be found at <http://contracts.delaware.gov/cooperative.asp>.

15. 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, no later than ten (10) calendar days prior to the time set for opening of the proposals.

State of Delaware
Government Support Services

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP until ~~April 26, 2013~~ **August 13, 2013**. All questions will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov/> by the date of ~~May 10, 2013~~ **August 30, 2013**. Vendors' 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.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

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

16. 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.

17. 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.

18. 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.

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 <http://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 of 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.

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 Deputy Director, Government Support Services, 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 all 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.
- 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:~~

State of Delaware
Government Support Services

a. 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
Soundness of offeror's approach to the Statement of Work defined in Appendices A, B and C.	100
How well the proposed approach reflects an understanding of and compatibility with Delaware's procurement structure.	80
Assessment of the offeror's proposed solution to create hard dollar savings and improvements in operational efficiencies.	40
The offeror's experience, qualifications, and key personnel, and the extent to which the qualification, experience, and past performance are likely to foster successful, on-time performance.	40
The extent to which offeror agrees to Delaware's basic contract terms and require provisions without seeking exceptions.	80
Pricing and funding model	60
Total	400

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. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

State of Delaware
Government Support Services

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State shall be for three (3) years with two (2) 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. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- 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 service prior to receipt 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.

2. 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.

State of Delaware
Government Support Services

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.

3. 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.

4. 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 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.

5. Technology Business Case

The Business Case Number is ~~20132201_01_02~~ **2013101_01_02 (Not Final) – A copy of the Business Case has been provided and is available on the Bids Directory.**

Go to: http://bids.delaware.gov/bids_detail.asp?i=1842&DOT=N

Refer to Addendum 8

6. 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.

b. Non-Appropriation

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 available or upon the exhaustion of funds.

c. 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.

State of Delaware
Government Support Services

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.

d. Notice

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

**Contract Administrator
Contract No. GSS13692-EPROCUREMENT
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

e. 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

State of Delaware
Government Support Services

- 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.

f. 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 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, carry insurance minimum limits as follows:

a.	Comprehensive Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
----	---	---

And at least one of the following, as outlined below:

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

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

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

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

State of Delaware
Government Support Services

- 4) The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. 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.

h. 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.

i. 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 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%).

j. Penalties

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

k. Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the 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 the contract shall, at the option of the State of Delaware, 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 useable to the State of Delaware.

l. Termination for Convenience

The State of Delaware may terminate the 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, maps,

State of Delaware
Government Support Services

models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex 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.

n. 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.

o. 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 its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. 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.

q. 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

State of Delaware
Government Support Services

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 and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

r. 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
- 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.

s. 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.

t. 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) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged

State of Delaware
Government Support Services

in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

- 3) **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.
- 4) **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.
- 5) **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.
- 6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) **Changes** – 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) **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

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, 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 RFP or resulting contract shall require the prior express written permission of the State of Delaware.

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

State of Delaware
Government Support Services

period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

ATTACHMENTS

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References – **REVISED FORM**
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Confidentiality (Non-discloser) and Integrity of Data Agreement
- Attachment 11 – Contract Process Timeline
- Attachment 12 – Terms and Conditions for Cloud Contracting and External Hosting – **REVISED**
- Attachment 13 – omitted**
- Attachment 14 – Network Diagram Template**
- Attachment 15 – Architecture Review Board**
- Attachment 16 – Data Dictionary**
- Appendix A – Scope of Work**
- Appendix B – Functional Requirements**
- Appendix C – Process Specifications**

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 12 and 15 must be included in your proposal**
- **Responses and solution capabilities as they relate to Appendix A, B and C shall be included in vendor bid response package.**
- 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.
- Attachment 11 details the contracting timeline. This is provided for informational purposes.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. 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

State of Delaware
Government Support Services

future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A Monthly Usage Report (Attachment 7) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The Monthly Usage Reports shall be submitted electronically in EXCEL and sent as an attachment to contracting@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in 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.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) 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, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below (Attachment 8).

Subcontracting 2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's OSD 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.

Balance of page intentionally blank

NO PROPOSAL REPLY FORM

CONTRACT # GSS13692-EPROCUREMENT CONTRACT TITLE: eProcurement Services

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.**

CONTRACT NO.: GSS13692-EPROCUREMENT

Attachment 2

TITLE: eProcurement Services

OPENING DATE: ~~May 31, 2013~~ September 19, 2013 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, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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, Government Support Services

COMPANY NAME _____

Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	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. _____	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	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 BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Government Support Services

Attachment 5

REVISED FORM

CONTRACT NO. GSS13692-EPROCUREMENT
Contract Name: eProcurement Services

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 list the contract.

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																		
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	Date Paid	

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

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>



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>

STATE OF DELAWARE
Government Support Services

Attachment 10



DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSER) 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 [REDACTED] 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 Signature _____
Title: _____
Date: _____
Contractor Name: _____

STATE OF DELAWARE
Government Support Services

Attachment 11

Contract Management Timeline

Invitation to Bid (ITB)	
Task Name	Duration (days)
XXX - Contract Description	
000 Contract Start	0
C01 CONTRACT BID Decision YES	1
C02 User Group Review	75
C03 Admin Review/Signature	3
C04 Bid Notification Emailed	1
C05 Bid Website Posting	1
C06 Bid Ad1	5
C07 Bid Ad2	5
C08 Open Bid	1
C09 Review Proposals	30
C10 Award Notice Send to Vendor	1
C11 Vendor Returned Acknowledgement	20
C12 Contract Admin Approval/Signature	3
C13 DAG Review	14
C14 Awarded Contract Mailing to Vendors	1
C15 Awarded Contract Website Posting	7
R01 RENEWAL Decision YES	1
R02 RENEWAL User Group Review/Approval	30
R03 RENEWAL Admin Summary Review/Approval	3
R04 RENEWAL Letter Sent to Vendor	2
R05 RENEWAL Vendor Returned Renewal Letter	20
R06 RENEWAL Contract Admin Approval/Signature	3
R07 RENEWAL Approved Mailing to Vendor	1
R08 RENEWAL Approved Website Posting	5
ZCE Contract Expiration Date	0

Request for Proposal (RFP)	
Task Name	Duration (days)
XXX - Contract Description	
000 Contract Start	0
C01 CONTRACT BID Decision YES	1
C02 User Group Review	75
C03 Admin Review/Signature	3
C04 Bid Notification Emailed	1
C05 Bid Website Posting	1
C06 Bid Ad1	5
C07 Bid Ad2	5
C08 Open Bid	1
C09 Review Proposals	90
C10 Award Notice Send to Vendor	1
C11 Vendor Returned Acknowledgement	20
C12 Contract Admin Approval/Signature	3
C13 DAG Review	14
C14 Awarded Contract Mailing to Vendors	1
C15 Awarded Contract Website Posting	7
R01 RENEWAL Decision YES	1
R02 RENEWAL User Group Review/Approval	30
R03 RENEWAL Admin Summary Review/Approval	3
R04 RENEWAL Letter Sent to Vendor	2
R05 RENEWAL Vendor Returned Renewal Letter	20
R06 RENEWAL Contract Admin Approval/Signature	3
R07 RENEWAL Approved Mailing to Vendor	1
R08 RENEWAL Approved Website Posting	5
ZCE Contract Expiration Date	0

STATE OF DELAWARE
Government Support Services

NASPO/WSCA Cooperative	
Task Name	Duration (days)
XXX - Contract Description	
000 Contract Start	0
W01 Review	120
W02 DAG Review	14
W03 Participating Addendum Sent to Vendors	1
W04 Vendor Returned Participating Addendum	20
W05 Contract Admin Signature	3
W06 Participating Addendum Sent to WSCA/Lead State	0
W07 Approved Website Posting	5
ZCE Contract Expiration Date	0

Set-Aside (SA)	
Task Name	Duration (days)
XXX - Contract Description	
000 Contract Start	0
S01 SA State Use Commission Vendor Request Submitted	1
S02 SA State Use Commission Approval Returned	60
S03 SA Vendor Quote to Contracting Submitted	5
S04 SA Contract Package Prepared by CO	5
S05 SA Contract Admin Approval/Signature	3
S06 SA Contract Package Sent to Vendor	2
S07 SA Contract Package Vendor Approval Returned	20
S08 SA Contract Admin Approval/Signature/Execute	3
S09 SA Approved Mailing to Vendor	1
S10 SA Awarded Contract to State Contract List	1
S11 SA Approved Website Posting	5
ZCE Contract Expiration Date	0

STATE OF DELAWARE
Government Support Services
Examples

RFP				
062 - Lawn Cutting - RFP - 0 Renwl	51%	3/1/08	2/28/13	
062-000 Contract Start	100%	3/1/08	3/1/08	McCarty Courtney (OMB)
062-C01 CONTRACT BID Decision YES	100%	7/7/12	7/8/12	McCarty Courtney (OMB)
062-C02 User Group Review	100%	7/8/12	9/16/12	McCarty Courtney (OMB)
062-C03 Admin Review/Signature	100%	9/16/12	9/19/12	McCarty Courtney (OMB)
062-C04 Bid Notification Emailed	100%	9/19/12	9/20/12	McCarty Courtney (OMB)
062-C05 Bid Website Posting	100%	9/19/12	9/20/12	McCarty Courtney (OMB)
062-C06 Bid Ad1	100%	9/19/12	9/24/12	McCarty Courtney (OMB)
062-C07 Bid Ad2	100%	9/24/12	9/29/12	McCarty Courtney (OMB)
062-C08 Open Bid	100%	10/12/12	10/13/12	McCarty Courtney (OMB)
062-C09 Review Proposals	100%	10/13/12	1/5/13	McCarty Courtney (OMB)
062-C10 Award Notice Sent to Vendor	0%	1/5/13	1/6/13	McCarty Courtney (OMB)
062-C11 Vendor Returned Acknowledgement	0%	1/6/13	1/25/13	McCarty Courtney (OMB)
062-C12 Contract Admin Approval/Signature	0%	1/25/13	1/28/13	McCarty Courtney (OMB)
062-C13 DAG Review	100%	1/28/13	2/10/13	McCarty Courtney (OMB)
062-C14 Awarded Contract Mailing to Vendors	0%	2/10/13	2/11/13	McCarty Courtney (OMB)
062-C15 Awarded Contract Website Posting	0%	2/10/13	2/16/13	McCarty Courtney (OMB)
062-R01 RENEWAL Decision YES	0%	7/7/12	7/8/12	McCarty Courtney (OMB)
062-ZCE Contract Expiration Date	0%	2/28/13	2/28/13	McCarty Courtney (OMB)
ITB				
042 - Highway Safety Flares - ITB - 1 Renwl	0%	6/1/09	5/31/13	
042-000 Contract Start	0%	6/1/09	6/1/09	McCarty Courtney (OMB)
042-C01 CONTRACT BID Decision YES	0%	12/2/12	12/3/12	McCarty Courtney (OMB)
042-C02 User Group Review	0%	12/3/12	2/12/13	
042-C03 Admin Review/Signature	0%	2/12/13	2/14/13	
042-C04 Bid Notification Emailed	0%	2/15/13	2/15/13	
042-C05 Bid Website Posting	0%	2/15/13	2/15/13	
042-C06 Bid Ad1	0%	2/15/13	2/19/13	
042-C07 Bid Ad2	0%	2/19/13	2/24/13	

STATE OF DELAWARE
Government Support Services

042-C08 Open Bid	0%	3/9/13	3/10/13	
042-C09 Review Proposals	0%	3/10/13	4/7/13	
042-C10 Award Notice Sent to Vendor	0%	4/7/13	4/8/13	
042-C11 Vendor Returned Acknowledgement	0%	4/8/13	4/27/13	
042-C12 Contract Admin Approval/Signature	0%	4/27/13	4/30/13	
042-C13 DAG Review	0%	4/30/13	5/13/13	
042-C14 Awarded Contract Mailing to Vendors	0%	5/13/13	5/14/13	
042-C15 Awarded Contract Website Posting	0%	5/13/13	5/19/13	
042-R01 RENEWAL Decision YES	0%	12/2/12	12/3/12	McCarty Courtney (OMB)
042-R02 RENEWAL User Group Review/Approval	0%	3/26/13	4/23/13	
042-R03 RENEWAL Admin Summary Review/Approval	0%	4/23/13	4/26/13	
042-R04 RENEWAL Letter Sent to Vendor	0%	4/26/13	4/28/13	
042-R05 RENEWAL Vendor Returned Renewal Letter	0%	4/28/13	5/16/13	
042-R06 RENEWAL Contract Admin Approval/Signature	0%	5/16/13	5/19/13	
042-R07 RENEWAL Approved Mailing to Vendors	0%	5/19/13	5/20/13	
042-R08 RENEWAL Approved Website Posting	0%	5/19/13	5/24/13	
042-ZCE Contract Expiration Date	0%	5/31/13	5/31/13	McCarty Courtney (OMB)
042-ZX1 1st 30 Day Extension	0%	6/1/09	6/29/09	
042-ZX2 2nd 30 Day Extension	0%	6/1/09	6/29/09	
042-ZX3 3rd 30 Day Extension	0%	6/1/09	6/29/09	
COOPERATIVE				
627 - Telephone Interpreter - WSCA - 2 - Renwl	0%	1/1/11	2/15/13	
627-000 Contract Start	0%	1/1/11	1/1/11	McCarty Courtney (OMB)
627-W01 Review Proposals	0%	9/14/12	1/4/13	McCarty Courtney (OMB)
627-W02 DAG Review	0%	1/4/13	1/17/13	McCarty Courtney (OMB)
627-W03 Contract Award Letter Sent to Vendor	0%	1/17/13	1/18/13	McCarty Courtney (OMB)
627-W04 Vendor Returned Acknowledgement	0%	1/18/13	2/6/13	McCarty Courtney (OMB)
627-W05 Contract Admin Signature	0%	2/6/13	2/9/13	McCarty Courtney (OMB)
627-W06 Participating Addendum Sent to WSCA/Lead State	0%	2/9/13	2/9/13	McCarty Courtney (OMB)
627-W07 Awarded Contract Website Posting	0%	2/9/13	2/14/13	McCarty Courtney (OMB)
627-ZCE Contract Expiration Date	0%	2/15/13	2/15/13	McCarty Courtney (OMB)

STATE OF DELAWARE
Government Support Services

ATTACHMENT 12

REVISED

DTI Terms and Conditions for External Hosting and
Cloud Providers

The terms and conditions clauses 1-9 **are mandatory for every engagement** and exceptions will be considered non-compliant and non-responsive. The terms and conditions clauses 10-23 **are preferred but not mandatory** and the applicability of each depends on the nature of engagement.

Synopsis:	This policy provides a way for State of Delaware organizations to utilize offsite hosting facilities including cloud computing (Software as a Service, etc.)		
Authority:	Title 29, Delaware Code, §9004C – General powers, duties and functions of DTI “2) Implement statewide and interagency technology solutions, policies, standards and guidelines as recommended by the Technology Investment Council on an ongoing basis and the CIO, including, but not limited to, statewide technology and information architectures, statewide information technology plans, development life cycle methodologies, transport facilities, communications protocols, data and information sharing considerations, the technique of obtaining grants involving the State’s informational resources and the overall coordination of information technology efforts undertaken by and between the various State agencies;”		
Applicability:	This Policy is applicable to all users of the State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of access and continued use of these resources.		
Effective Date :	5/15/2013	Expiration Date :	None
POC for Changes:	Elayne Starkey, Chief Security Officer		
Approval By:	Secretary Jim Sills, Chief Information Officer		
Approved On:	5/15/2013		

STATE OF DELAWARE
Government Support Services

	Terms and Conditions Clauses 1-9 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	Acknowledgment (initial)
1	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.	
2	<p>Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:</p> <ul style="list-style-type: none"> a) Personal information obtained by the Service Provider shall become and remain property of the State of Delaware. b) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware. c) The Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. d) The Service Provider shall encrypt all non-public data in transit to the cloud during the life of the contract. e) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are Social Security Number, Date of Birth, Driver's License number; passwords, financial data, and federal/state tax information. 	
3	The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations.	
4	The Service Provider shall inform the State of Delaware of any actual security breach that jeopardizes the State of Delaware data or processes. This notice shall be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, the Service Provider shall inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State.	
5	Delaware Code requires public breach notification when citizen's personally identifiable information is lost or stolen. Reference: 6 Del. C. § 12B-101(4) . All communication shall be coordinated with the State of Delaware. When the Service Provider is liable for the loss, the State of Delaware shall recover all costs of response and recovery from the breach, for example: 3-year credit monitoring services, mailing costs, website, and telephone call center services. Without limitation of additional legal bases, pursuant to the State of Delaware Constitution of 1897 at Article VIII, §§ 3 and 4 and 29 Del. C. § 6519(a) the State of Delaware is not legally permitted to agree to any limitations on liability.	

STATE OF DELAWARE
Government Support Services

6	<p>The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.</p>	
7	<p>In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in a State-defined format and the subsequent secure disposal of State of Delaware data.</p> <p>Suspension of services: During any period of suspension, the Service Provider shall not take any action to intentionally erase any State of Delaware data.</p> <p>Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, delete all State of Delaware data in its systems or otherwise in its possession or under its control.</p> <p>Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p> <p>Secure Data Disposal When requested by the State of Delaware, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Delaware.</p>	
8	<p>The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.</p>	
9	<p>The Service Provider shall comply with and adhere to the following State Standards:</p> <ul style="list-style-type: none"> • Data Modeling Standard • Strong Password Standard <p>These standards are available at http://dti.delaware.gov/information/standards-policies.shtml. Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	

STATE OF DELAWARE
Government Support Services

	Terms and Conditions Clauses 10-23 are preferred but not mandatory. The applicability of each depends on the nature of engagement.	Acknowledgment (initial)
10	The Service Provider shall allow the State of Delaware access to system security logs, latency statistics, etc. that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.	
11	The Service Provider shall allow the State of Delaware to audit conformance to the contract terms. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense.	
12	The Service Provider shall perform an independent audit of their data centers at least annually at their expense, and provide a redacted version of the audit report upon request. The Service Provider may remove their proprietary information from the redacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.	
13	Advance notice (to be determined at contract time) shall be given to the State of Delaware of any major upgrades or system changes that the Service Provider will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics and usually includes a new version number. The State of Delaware reserves the right to defer these changes if desired.	
14	The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware and the Service Provider. For example: virus checking and port sniffing – the State of Delaware and the Service Provider shall understand each other's roles and responsibilities.	
15	The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.	
16	The State of Delaware shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the State of Delaware to import or export data to/from other Service Providers.	
17	The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The system shall be available 24 hours per day, 365 days per year basis (with agreed-upon maintenance downtime), and providing service to customers as defined in the Service Level Agreement.	
18	The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application	

STATE OF DELAWARE
Government Support Services

	development and/or operations.	
19	The State shall have the right at any time to require that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State will provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.	
20	The Service Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) of XXX <u>hours/days</u> is met. (<i>XXX will be negotiated by both parties.</i>)	
21	The Service Provider shall comply with and adhere to the following State Standard: <ul style="list-style-type: none"> • Website Common Look and Feel Standard <p>This standard is available at http://dti.delaware.gov/information/standards-policies.shtml. Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	
22	The Service Provider shall use web services exclusively to interface with the State's data in near real-time when possible.	
23	The Service provider shall encrypt all State of Delaware non-public data that resides on any Service Provider's mobile devices during the life of the contract.	

ENFORCEMENT OF DTI Terms and Conditions for External Hosting and Cloud Providers

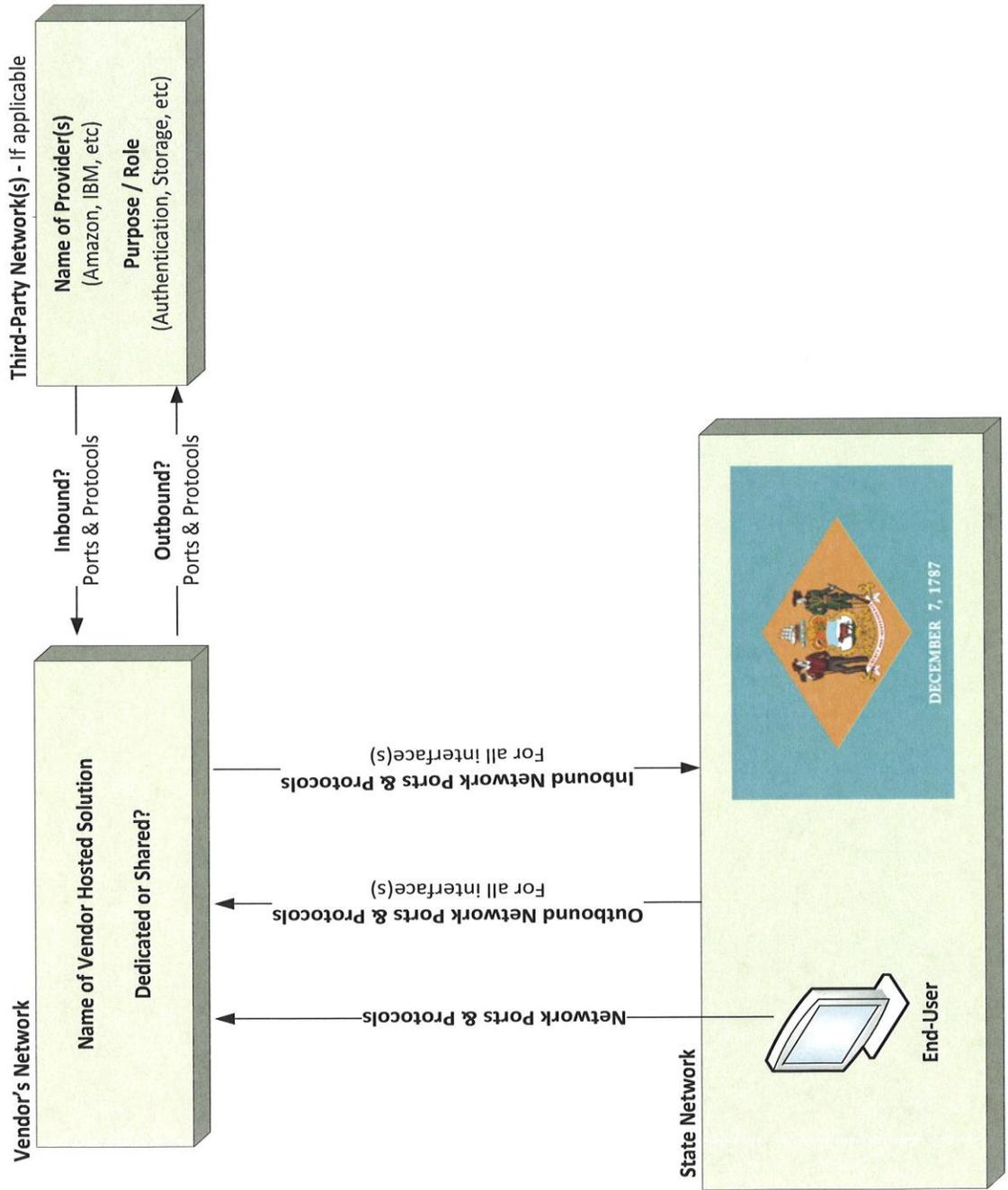
DTI will enforce this policy during the course of normal business activities, including review of proposed projects and during the design, development, or support of systems. This policy may also be enforced by others during the course of their normal business activities, including audits and design reviews.

Contract: GSS13692-EPROCUREMENT, eProcurement Services

Name of Vendor: _____

Date: _____

Network Diagram Template
For Hosted / Outsourced Solutions



Requirements for Submission of a Data Dictionary or Data Model

The State of Delaware Data Governance Council was established in January 2012 to put a greater focus on the management and governance of data within the state. The state recognizes that data is an enterprise asset that can be leveraged and managed to allow the state government to operate more efficiently and effectively. In order to achieve this, a clear understanding must be obtained of all of the data owned by the state. Therefore, a data dictionary or data model must be submitted for all applications developed, procured, or utilized by the state.

At a minimum, a data dictionary OR a conceptual data model for state-owned business data must be submitted for the project approval process. The data dictionary or conceptual data model does not have to be submitted with a vendor response to an RFP, but must be submitted once the design of the solution is complete or prior to implementation of the solution. The submitted data dictionary or conceptual data model must adhere to the below requirements.

The data dictionary or data model must include at least the following items:

- **Entity names and descriptions**
- **Entity relationships and descriptions**
- **Attribute names, descriptions, data type, and length**
- **Primary identifier for each entity**

The data dictionary must be submitted in Excel or in a .csv file. The directions for how to format the Excel workbook is explained in the first section of the [Data Model Samples document](#). If a data model is submitted, it must be in either Sybase PowerDesigner or CA ERwin format.

To protect the proprietary information of vendor solutions the information submitted only needs to contain the core objects that house state-owned business data. Examples of core state-owned business data are citizen, address, company, etc. The submitted data dictionary or conceptual data model does not need to include objects for the data that is not owned by the state. Examples of non-state data are the objects that exist to maintain the database or control the inner workings of the application. To further protect the proprietary information about the database, the data dictionary or conceptual data model is not expected to have the actual physical object names.

The data models/dictionaries are stored in a secure repository where only the agency who is the steward of the data, the DTI Data Management Team, and the Data Governance Council can access the information for purposes of data governance. The data models/dictionaries will only be shared with others if approved by the data steward.

Following is more information regarding the preparation of a data dictionary or a data model for submission.

Data Dictionary Overview

A data dictionary contains information about the components of a data repository. The components are the tables, attributes, and their relationships. The details of each include:

- Descriptions for tables (also known as entities), attributes (also known as columns), and relationships.
- The attributes that make up a table.

STATE OF DELAWARE
Government Support Services

- The format and length of attributes.
- Indicates if the attribute is a key identifier to the table.
- The type of relationship between the tables.

The data dictionary can be submitted as an Excel workbook or in multiple .csv files. The .csv files will need to be individual files where the following directions indicate a worksheet within an Excel workbook. The .csv files need to be comma delimited with text in quotes.

For examples, please see the [Data Model Samples - Section A](#).

Data Modeling Overview

A database is a repository of information, a house of data. The data model is to the database what blue prints are to a house. The data architect performs similar functions as the building architect working with clients to define needs and usage. Data models are key for understanding the data a business uses, how it is organized, how it is governed, how the data can be shared, and how the data is housed.

A data model is more than just a diagram portraying tables and columns. The data model:

- Defines the tables in the database.
- How the tables will be connected (relationships).
- What data elements (columns) are in each table.
- The format and size of each attribute.
- The key attribute (usually the unique identifier) for each table. The columns are also known as attributes because they are describing something about the table.
- There are definitions for the model, tables, attributes, and relationships.

All of this information is pertinent to understanding the data and is required in the data model. Additional information that is helpful but not necessary is the data classification, the data steward name (this could be an individual or group), and rules that govern the sharing of the data.

Data models range from small simplistic views of a business to extensive in depth physical implementations. There are three types of data models each building from the other. The first is the conceptual model which organizes the way a business uses its data. Next is the logical model which expands on the conceptual to begin modifying the structure to the requirements of an application. Both the conceptual and logical models are technology independent. The third model is the physical model which is the actual implementation of the data objects designed for performance and based upon a specific technology.

Below are further explanations for each type of data model and some of the types of changes that occur between the models. Though it is typical to start with the conceptual and work through to the physical, you can start with any of the model types and then create the other types of models.

Conceptual Data Model

The Conceptual Data Model describes data requirements from a business point of view without the burden of technical details. Models at this level are about understanding the data requirements of the business.

The conceptual model is started by documenting the main entities or subject areas. Then identify how they relate based upon business rules and processes. You add the attributes which sometimes causes changes in the relationships or the defining of more entities. Lastly you indicate the identifying attribute(s) which creates the uniqueness of a record within an entity. As you create the model you should be documenting the definitions of the tables, relationships, and attributes. This is the early stages so you may not know all of what is to be captured. This is a starting point to know what base attributes are needed.

STATE OF DELAWARE Government Support Services

Conceptual models are independent of technology. They can be used where understanding the data used by a business is needed. They do not need to be drawn just for relational databases. They can be built for non-relational systems like ADABAS and Lotus Notes to better understand what data the business uses and how it uses it.

Documenting the subject areas, their relationships, the data elements, and key identifiers are beneficial even at the RFP stage. The conceptual data model can be used to evaluate if a vendor's product can meet your business needs for data or help determine if you need to change how you use your data.

For a sample conceptual model, please see the [Data Model Samples - Section B](#)

Logical Data Model

The Logical Data Model refines the conceptual model by modifying the entities, their attributes and their relationships in consideration of an application design. These models are technology independent.

The logical model builds on the conceptual model. Primary and foreign keys are generated for each table. The primary key guarantees the uniqueness of a record. The foreign key creates the relationship between two tables. The conceptual tables are normalized to:

- Eliminate redundancies in the database so that data is captured only once.
- A single compound attribute (such as name) will be expanded to individual columns (such as first name, middle name, last name).
- Verify that every attribute in a record has a direct relation to the primary key for that table and not to another table.

For a sample logical model, please see the [Data Model Samples - Section C](#).

Physical Date Model

The Physical Data Model represents the detailed specification of what is physically implemented using specific technology. Physical design considerations include performance, size and growth, availability, recovery from failure, and use of specific technology features.

The physical data model is tied to technology. When it is generated you select the type of database. The code generated is specific to the database type.

The physical data model includes objects to manage the data or improve database performance. This may include user views, alternate table indexes, table partitioning, business rules applied to attributes, triggers, stored procedures, and security.

For a sample logical model, please see the [Data Model Samples - Section D](#).

STATE OF DELAWARE
Government Support Services

APPENDIX A

GSS13692-EPROCUREMENT

SCOPE OF WORK

1. Scope of Products/Services

The State desires a single provider for the broadest possible scope of the goods and services being proposed. Proposer's are assumed to have sub-contractor relationships with all companies and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. The vendor assumes all responsibility for the products/services and actions of any such sub-contractor.

Any security features of the supplied program(s) must not be compromised by the vendor in any way.

2. 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.

3. Functional Requirements

The functional requirements are listed separately as Appendix B.

4. Process Specifications

The process specifications are listed separately as Appendix C. The public facing representation and results of these processes are visible at www.bids.delaware.gov. The desired solution will feed this site or duplicate the results in a system environment. The scoring for the solution's ability to perform the processes desired in Appendix C is found in Appendix B-3.