**Attachment 1**

NO PROPOSAL REPLY FORM

**CONTRACT # GSS13695-TIME\_LABOR**

**CONTRACT TITLE: Time and Attendance Management Solution**

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: |
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|  | 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: |
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|  | 6. |  | We do not sell the items/services on which Proposals are requested. |
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|  | 7. |  | Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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|  |  |  |
| FIRM NAME |  | SIGNATURE |

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|  |  | 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**. |

**Attachment 2**

**CONTRACT NO.: GSS13695-TIME\_LABOR**

**TITLE: Time and Attendance Management Solution**

**OPENING DATE: August 27, 2013 at 1:00pm (Local Time)**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder 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 bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder’s acceptance of the terms and conditions of this Invitation to Bid 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.

|  |  |
| --- | --- |
|  | Corporation |
|  | Partnership |
|  | Individual |

COMPANY NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print)

SIGNATURE TITLE

COMPANY ADDRESS

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF DELAWARE

FEDERAL E.I. NUMBER LICENSE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(circle one) (circle one) (circle one) (circle one)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| COMPANY CLASSIFICATIONS: CERT.  NO. | Women YesNo  Business  Enterprise  (WBE) | Minority YesNo  Business  Enterprise  (MBE) | Disadvantaged YesNo  Business  Enterprise  (DBE) | Veteran YesNo  Business  Enterprise  (VBE) |

[The above table is for information 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 FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_\_\_\_ day of , 20 \_\_\_\_\_\_\_\_\_\_

Notary Public My commission expires

City of County of State of

**Attachment 3**

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**EXCEPTIONS to RFP**

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

🞏 By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

|  |  |  |
| --- | --- | --- |
| **Paragraph # and page #** | **Exceptions to Specifications, terms or conditions** | **Proposed Alternative** |
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**Note: use additional pages as necessary.**

**Attachment 4**

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**Confidentiality and Proprietary Information**

🞏 By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

|  |
| --- |
| **Confidentiality and Proprietary Information** |
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**Note: Add additional pages as needed.**

**Attachment 5**

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**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. Business Name/Mailing Address:

Contact Name/Phone Number:

Number of years doing business with :

Describe type of work performed:

2. Business Name/Mailing Address:

Contact Name/Phone Number:

Number of years doing business with :

Describe type of work performed:

3. Business Name/Mailing Address:

Contact Name/Phone Number:

Number of years doing business with :

Describe type of work performed:

**Attachment 6**

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**SUBCONTRACTOR INFORMATION FORM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PART I – STATEMENT BY PROPOSING VENDOR** | | | | |
| 1. CONTRACT NO.  GSS13695-TIME\_LABOR | | 2. Proposing Vendor Name: | | 3. Mailing Address |
| 4. SUBCONTRACTOR | |  | | |
| a. NAME | | 4c. Company OMWBE Classification:  Certification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| b. Mailing Address: | | 4d. Women Business Enterprise  Yes  No  4e. Minority Business Enterprise  Yes  No  4f. Disadvantaged Business Enterprise  Yes  No | | |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR | | | | |
| 6a. NAME OF PERSON SIGNING | 7. BY (*Signature)* | | 8. DATE SIGNED | |
| 6b. TITLE OF PERSON SIGNING |
| **PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR** | | | | |
| 9a. NAME OF PERSON SIGNING | 10. BY (*Signature*) | | 11. DATE SIGNED | |
| 9b. TITLE OF PERSON SIGNING |

\* Use a separate form for each subcontractor

**Attachment 7**

|  |  |  |  |  |  |  |  |  |  |  |  |
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| **State of Delaware** | | | | | | | | | | | |
| **Monthly Usage Report (SAMPLE)** | | | | | | | | | | | |
| **Supplier Name:** | | | |  | **Report Start Date:** | | |  |  |  | |
| **Contact Name:** | | |  | Insert Contract No. | **Report End Date:** | | |  |  |  | |
| **Contact Phone:** | | |  |  | **Today's Date:** | | |  |  |  | |
| **Agency Name or School District** | **Division or Name of School** | **Budget Code** | [UNSPSC](http://www.unspsc.org/) | **Item Description** | **Contract Item Number** | **Unit of Measure** | **Qty** | **Environmentally Preferred Product or Service Y N** | **Additional Discount Granted** | **Contract Proposal Price/Rate** | **Total Spend** |
|  |  |  |  |  |  |  |  |  |  |  | $0.00 |
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**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

**Attachment 8**

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| **State of Delaware** | | | | | | | | | | | | | | | | |  | |
| **Subcontracting (2nd tier) Quarterly Report (SAMPLE)** | | | | | | | | | | | | | | | | | | |
| **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** |
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**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

**Attachment 9**

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**EMPLOYING DELAWAREANS REPORT**

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

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_\_\_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware:

\_\_\_\_\_\_

Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_­\_

1. Total number of employees of the bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_\_\_\_\_\_

If subcontractors are to be used:

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

# “Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.Attachment 10

# 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**](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](mailto:osd@state.de.us)

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**Attachment 11**

****

State of Delaware

**DEPARTMENT OF TECHNOLOGY AND INFORMATION**

William Penn Building

801 Silver Lake Boulevard

Dover, Delaware 19904

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

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

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

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

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

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

Contractor Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 12**

(2 pages)

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each bidding vendor is requested to provide two (2) paper copies and one (1) electronic copy of their bid submission package. One paper (1) copy must be marked as “ORIGINAL” and have original signatures where appropriate. The second paper submission should be marked copy, and does not have to have original signatures. The one (1) electronic copy shall be a scanned version of the entire vendor’s proposal and shall be saved to CD or other electronic media device.

The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated. Narrative explanations are expected as to how the Vendor can meet the requirements described in RFP Section III.C – Technical Requirements of Proposed Solutions, RFP Section III.B, Attachments 13 – 16, and for each section below.

1. Brief Vendor Cover Letter. The letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.
2. Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required sections.
3. Description of qualifications, experience and reputation (include Attachment 5)
4. Description of support and maintenance capabilities
5. Response to Functional Requirements (sections 1.0 – 6.0 of Appendix A)
6. Response to Technical Requirement (section 7.0 of Appendix A and RFP section III.C)
7. Description of Implementation plan
8. Description of reliability and security processes
9. Describe approach to data handling
10. Appendix B: Cost Proposal
11. Financial information (balance sheets and income statements) for the past three years
12. Acknowledgement and responses to all requirements in Section III, C. Technical Requirements of Proposal Solution (See page 8 of this RFP for description).
13. One (1) complete, signed and notarized copy of the non-collusion agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.**
14. One (1) completed Exceptions form (Attachment 3): This form must be provided even if no exceptions are taken.
15. One (1) completed Confidentiality and Proprietary Information form (Attachment 4): This form must be provided even if no confidential content is cited.
16. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 6) for each subcontractor – if applicable.
17. One (1) completed Employing Delawareans Report (Attachment 9).
18. One (1) completed OSD application (see link on Attachment 10) – if applicable.
19. One (1) signed copy of the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement (Attachment 11)
20. One (1) signed copy of the completed and signed Terms and Conditions for Cloud Contracting and External Hosting (Attachment 13).
21. One (1) copy of the network diagram that document’s the user’s interaction with the solutions and any other interfaces (Template found in Attachment 14).
22. One (1) completed Software Inventory of the proposed solutions (Attachment 15).

Each item listed above will provide the basis for evaluating each vendor’s proposal. **Failure to provide all appropriate information (in detail) may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

*(Remainder of this page intentionally left blank)*

**Attachment 13**

(5 pages)

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 | | |

|  |  |  |
| --- | --- | --- |
|  | **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 | 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:   1. Personal information obtained by the Service Provider shall become and remain property of the State of Delaware. 2. 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. 3. 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. 4. The Service Provider shall encrypt all non-public data in transit to the cloud during the life of the contract. 5. 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)](http://delcode.delaware.gov/title6/c012b/index.shtml). 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](http://delcode.delaware.gov/constitution/constitution-09.shtml#TopOfPage) and [29 *Del. C.* § 6519(a)](http://delcode.delaware.gov/title29/c065/index.shtml#6519A) the State of Delaware is not legally permitted to agree to any limitations on liability. |  |
| 6 | 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. |  |
| 7 | 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.  **Suspension of services:**  During any period of suspension, the Service Provider shall not take any action to intentionally erase any State of Delaware data.  **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.  **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.  **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. |  |
| 8 | 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. |  |
| 9 | The Service Provider shall comply with and adhere to the following State Standards:   * Data Modeling Standard * Strong Password Standard   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. |  |

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|  | **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 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 hours/days is met. (*XXX will be negotiated by both parties.)* |  |
| 21 | The Service Provider shall comply with and adhere to the following State Standard:   * Website Common Look and Feel Standard   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. |  |
| 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: GSS13695-TIME\_LABOR, Time and Attendance Management Solution

Name of Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**NETWORK DIAGRAM TEMPLATE Attachment 14**

DMZ Name



DMZ Name DMZ Name

**Audience**

**(internet, state network, etc)**

80/443 (pn)

Database Server

Edge Device Reverse Proxy Server or Appliance

Arrow indicates the direction of the connection. For instance, in this case, the application server is listening on port 443.

Application

Server

Database Server

**Attachment 15**

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**Architecture Review Board - Software Inventory**

Please list any software that the State will need to have installed on servers or user’s machines to properly use the proposed solution.

Example: (Internet Explorer, IE8 in Compatibility Mode, Microsoft, Yes, Yes)

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| --- | --- | --- | --- | --- |
| **Software Product Name** | **Software Product Version** | **Vendor of Software Product** | **Required for Development?** | **Required for Production/Support?** |
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**Attachment 16**

(3 pages)

**CONTRACT NO. GSS13695-TIME\_LABOR**

**Contract Name: Time and Attendance Management Solution**

**Requirements for Submission of a Data Dictionary or Data Model**

This document is also available at the following URL:

<http://dti.delaware.gov/pdfs/pp/RFPRequirementsforSubmissionofaDataDictionaryorDataModel.pdf>

**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](http://dti.delaware.gov/pdfs/pp/DataModelSamples.pdf). 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.
* 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](http://dti.delaware.gov/pdfs/pp/DataModelSamples.pdf).

# 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.

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.](http://dti.delaware.gov/pdfs/pp/DataModelSamples.pdf)

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](http://dti.delaware.gov/pdfs/pp/DataModelSamples.pdf).

Physical Data 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](http://dti.delaware.gov/pdfs/pp/DataModelSamples.pdf).