
STATE OF DELAWARE



DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF CHILD SUPPORT SERVICES
84-A Christiana Rd.
New Castle, DE 19720

Technical Requirements Attachment B

DECSS Maintenance and Operation Services
ISSUED BY DIVISION OF CHILD SUPPORT SERVICES
REQUEST FOR PROPOSAL No. HSS-17-016

Project Charter/Change Order Request Number: _____

Recommended/PTR Business Case Number: 1605073

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1 Project Overview

1.1 Introduction

This is a Request for Proposal (RFP) for maintenance and operations (M&O) services for the Delaware Child Support System (DECSS) issued by the Division of Child Support Services (DCSS or The Division). The procurement will result in a single source award to a Contractor (who may also be referred to as Vendor) that shall be wholly responsible for maintaining and operating DECSS. The Contractor must demonstrate knowledge and experience providing M&O support for an integrated Social Services system.

1.2 Background and Purpose

* While this section describes a summary of the work that will be required, it is not an exhaustive list of services expected.*

Under this intended procurement, the Contractor will plan, organize, and oversee the transition of the maintenance and operations of the DECSS system from the current Contractor, including the integration of State M&O staff into the organizational structure proposed by the Contractor.

Upon transition, the Contractor will maintain and enhance the DECSS system to include systems, application, and operations support services in the Department's IT environments. This includes but is not limited to: responsibility for software development to support operational compliance with State or Federal regulations, defect corrections, feature function enhancements, operational quality enhancements, Commercial Off The Shelf (COTS) product version and patch management and upgrades, incident management, problem management, performance management, capacity management, day to day management of hardware and software configurations, web portal support, system security compliance, job scheduling, output print services provider oversight and integration support, transmission management, and the support and administration of infrastructure third party COTS products supporting DECSS.

The Contractor M&O staff shall be predominately located on-site within DHSS facilities in New Castle Delaware.

2 DHSS Program and DCSS System Overview

2.1 Delaware Department of Health and Social Services (DHSS)

DCSS is one of eleven agencies within Delaware Health and Social Services (DHSS):

- Division of Substance Abuse and Mental Health
- Division of Long Term Care Resident Protection
- Division of Management Services
- Division of Developmental Disabilities Services
- Division of Public Health
- Division of Services for Aging and Adults with Physical Disabilities
- Division of Social Services
- Division of Medicaid and Medical Assistance
- Division of State Service Centers
- Division for the Visually Impaired

2.2 The Division of Child Support Services (DCSS)

The Mission of DCSS is to promote family independence by reducing dependency of single parent households, through the collection of monetary child support payments and medical support from non-custodial parents. DCSS collects and processes almost \$7 million per month for the families of Delaware.

DCSS is designated by the Federal Office of Child Support Enforcement (OCSE) as the Delaware Title IV-D agency responsible for administering the State Plan pursuant to Title IV of the Social Security Act. In accordance with the guidelines set forth by OCSE, DCSS offers services to custodial parties in order to:

- Locate the non-custodial parent
- Establish the legal father of a child
- Establish a legal child support order:
- Collect child support payments
- Provide services to change child support orders
- Account for payments received and distributed

Title IV-D cases consist of six (6) types:

1. Temporary Assistance to Needy Families (TANF) Program Cases: Cases involving non-custodial parents whose children are receiving welfare assistance payments through the TANF program.
2. Non-TANF Cases: Cases involving a non-custodial parent whose children are not receiving TANF, but where an application for IV-D services has been made by the custodial parent in accordance with the State Plan.
3. Foster Case Cases: Cases involving a temporary placement made by the Division of Family Services for children living with a custodian other than with their own parents.
4. Intergovernmental Cases: Cases that have been referred by one state or foreign agency to the IV-D agency or the Family Court in a different State for assistance with part or all of the IV-D

activities.

5. Medical Assistance Only (MAO) Cases: Cases in which Medicaid recipients are receiving medical benefits for their minor children.
6. Medical Support Cases: Cases with an established order for medical support; these cases may also be included with any of the other above five types of cases.

DECSS conducts electronic data exchanges with State IV-A, IV-E and Title XIX agencies' databases, and local and Federal interface partners such as:

Delaware Family Court
Delaware Division of Revenue
Delaware Division of Unemployment Insurance
Social Security Administration

A full list of interface partners can be found in Appendix J.

In October 2013 DECSS went live after DACSES, the Division's legacy system, had been in use for over 25 years. DECSS became fully certified by the OCSE on May 5, 2016, as DECSS met the requirements described in [45 CFR §307.10](#) and [45 CFR §307.11](#). DECSS was designed to protect the integrity, accuracy, access to, and use of data maintained in its database.

2.3 Support Environment

The three groups responsible for the maintenance and operation of the automated systems that support the Division are described below. These three groups will be responsible for the quality and timeliness of all services and Service Level Agreement (SLA) compliance, and the review and approval of all invoices and milestone payments. The selected Contractor will coordinate efforts for this engagement with the IRM Service Delivery Manager, other project Contractors, State participants, DCSS Systems Administrator and/or Chief of Administration.

2.3.1 Information Resource Management (IRM)

IRM, a section within the Division of Management Services, will appoint a DECSS Service Delivery Manager (SDM) with broad oversight authority for all DECSS M&O activities. Contractors on this project will communicate directly with the DCSS Systems Administrator and the IRM Service Delivery Manager. The SDM will report to the Director of IRM Maintenance and Operations. The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and management of automated systems software, vendors and development and maintenance projects. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications, Security, Maintenance and Operations, and Help Desk support groups all who participate in all phases of the service delivery lifecycle as appropriate. The IRM group will serve as the liaison with Department of Technology and Information or DTI (see below).

2.3.2 Department of Technology and Information (DTI)

DTI is a separate cabinet level agency responsible for running the State of Delaware's wide area data network, print and output services, and setting and enforcing statewide IT policy and standards. DTI as a separate State agency does not fall under the authority of DHSS. However, the IRM Service Delivery Manager is required to work with DTI groups throughout all phases of service delivery to ensure compliance with State standards. DTI is responsible for supplying Wide Area Network (WAN) systems

and print systems support to DHSS as well as other State agencies. DTI provides State agencies with technical consultant services.

2.3.3 DCSS Systems Support Staff

This group serves as the Division liaison between program staff, IRM and Contractor technical staff. They typically translate business needs into IT requirements and vice versa. This is a critical function that ensures that Division business requirements are properly communicated to technical staff and that Division program staff understand IT policies and standards as they relate to the maintenance efforts as well as business subject matter expertise in troubleshooting production issues. This group works closely with IRM and Contractor staff on all technical aspects of the maintenance items to ensure close communication with program staff on all phases of the maintenance and operations life cycle including deliverable review and approval, testing, implementation, and post-implementation support.

2.4 Platform Environment

The DECSS platform provides a web-based environment utilizing Microsoft .NET 4.6 web forms leveraging the DHSS .NET Framework. The platform is designed to integrate multiple Commercial Off-The-Shelf (COTS) components, re-use State technology services and service delivery channels, and use open architecture standards for simplified system maintenance and ease of information exchange.

The primary internal DECSS platform is a multi-tier web-based application providing the Child Support functional components, via the associated hardware and infrastructure, third party software, and interfaces with both internal and external systems. The DECSS application includes multiple public facing Internet self-service portals (see section 2.5) providing public access to Child Support services. The DECSS platform includes production, development, training, systems integration test (SIT), and user acceptance test (UAT) environments, as well as various special purpose test environments.

2.4.1 Master Client Index (MCI)

MCI is a centralized system used by over 11 State agencies in Delaware to provide a real-time and central statewide clearance to uniquely identify individuals. MCI provides a central repository for unique individual identification numbers (the MCI number) and core individual demographic data for subscribing programs and systems. It addresses duplication of individual data within and across systems through a real time matching process.

Uniquely identifying clients across programs and systems improves customer service, detects potential fraud, and improves program reporting. Various integrating systems (referred to as “subscribing systems”) throughout the State, connect to MCI to maintain this demographic information. Each of these subscribing systems has its own business purpose, and utilizes different MCI services in unique ways in order to meet the business purposes of participating agencies.

While maintained by DHSS, MCI is an integral piece to DECSS and case processing. MCI is an open systems platform that utilizes the MultiVue COTS product by VisionWare.

2.5 Self-Service Portals

2.5.1 DCSS Application Website

The Application Website allows customers to register and apply for child support services online. An application submitted by the customer is transferred to DECSS as a pending web referral. Customers must register with both the Delaware Single Sign-On (DE-SSO managed by DTI) website and the DCSS Application Website in order to gain access.

2.5.2 DCSS Customer Website

The Customer Website allows parents and guardians with a child support case to register and see up to six months of child support payment history, retrieve account summary information back to the inception of DECSS, make child support payments, view forms electronically and manage case information. Customers must register with both the Delaware Single Sign-On (DE-SSO managed by DTI) website and the DCSS Customer Website in order to gain access.

2.5.3 DCSS Employer Website

The Employer Website is used by employers of non-custodial parents, or self-employed non-custodial parents, who are part of a DCSS child support case. With the Employer Website, employers can electronically track employee's child support cases, remit payments, and have the ability send and receive documents electronically. Employers must register with both the Delaware Single Sign-On (DE-SSO managed by DTI) website and the DCSS Employer Website in order to gain access.

3 State Responsibilities

The following are State responsibilities under this RFP. Outlined in the following subsections are such areas as staffing and available resources. There is an emphasis on the limitation of State staffing levels for this engagement and their role in the maintenance and operations process.

3.1 Staffing Roles

State staffing roles includes both DHSS IRM and DCSS staff.

3.1.1 DHSS IRM Application Support Team

- 1 Service Delivery Manager (SDM)
- 2 Application Support Project Leaders
- 4 Senior Application Support Specialists
- 2 Application Support Specialists
- *Other IRM Staffing/Teams May Be Utilized As Needed

3.1.2 DHSS DCSS Staff

- 1 Chief of Administration
- 1 Systems Administrator
- 1 Change Management Administrator
- 5 Information Systems Support Specialists
- 1 Management Analyst III

Both IRM and DCSS provide coordination and management of the full System Development Life Cycle (SDLC) and application production support across the entire spectrum of the DECSS application and infrastructure.

The IRM Application Support Team provides operational support including but not limited to scheduling coordination, schedule monitoring, level 0 and level 1 batch support, file transmission management, coordination with DTI's output services vendor, help desk ticket and problem management, third party software contract and relationship management and operational metrics. The Application Support Team also provides support to the Contractor team with critical DECSS system functions such as all application build and deploy services (Development, SIT, UAT and Production). IRM Application Support works with the IRM Technology Infrastructure Support section on Production deploys and any infrastructure changes or troubleshooting as required, and provides hardware, network, operating system, and storage infrastructure support for the distributed server environment. The IRM Application Support team, in conjunction with the DECSS System Support team, works alongside the Contractor team on the analysis, development and implementation of a portion of the application changes made to DECSS as described in Release Management and in Section 3.4.

The State will provide contract related engagement support services such as SLA compliance determination, milestone base payment approval, invoice processing, and other contract administration related processes as needed to support the engagement contract lifecycle. DCSS will submit any necessary change and/or maintenance requests and also serves as the DECSS Release Manager.

The State Team working under the DCSS Systems Administrator will provide business user support and serve as the first level helpdesk. If issues need to be escalated, the State Team is responsible for submitting tickets to the DHSS Helpdesk. The State Team also performs all UAT testing for production releases.

The State Team is supported by the DCSS Change Management Office (CMO). The CMO oversees relationship management with all internal and external agency partners.

The State will procure and manage the licensure and support agreements of all distributed systems third party software and desktop software required to support the DECSS production and M&O infrastructure.

3.2 State Staff Participation

The SDM and identified State positions will be assigned full time to maintenance and operations. State staff normal work hours are 7.5 hour days from 8:00 AM – 4:30 PM, with some staff flexing their schedules. State staff may be required to be available to participate in testing outside normal working hours.

3.3 Resource Availability

During State business days, the production systems are normally available from 7:00 AM to 7:00 PM. On weekends the hours are 7:00 AM to 4:00 PM. Production systems may be taken down earlier on specific monthly dates to accommodate particularly heavy batch schedules. IRM Applications, Telecommunications and Helpdesk staff are on site from 8:00 AM to 4:30 PM on State business days. The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential State resource, any reported problems have a very high priority and are dealt with immediately. Biggs Data Center power is conditioned and outside supply fluctuations can trigger a switch to automatic local power generation capability. The State has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Remote connectivity through SSL-VPN is available for off-site work for contracted staff that must access, update or maintain servers and/or applications in the demilitarized zone (DMZ). Please refer to Appendix D for more information on the DHSS IT environment.

3.4 Release Management

DECSS application development is a continuous process. DECSS may have various work items related to application modification in process simultaneously, with each being in different phases of the SDLC (requirements, functional design, system design, development or testing). Release target dates are biweekly. Additional unplanned or emergency releases may be added to the schedule to address bugs, system abends, unanticipated external interface modifications, or urgent or high priority issues. Release dates may be determined on the size and complexity of the items involved, or the dates may be driven by sensitive State and Federal legislation, mandates or policy changes.

The work items included in a release may be identified as:

Defects – A defect is functionality that is not working as intended. Some defects will be a clear deviation from the written design. Others may be the result of differing interpretations.

Document Defect - A document defect is a request to change the documentation when the system is working correctly and the documentation does not reflect what the system is doing. It could be when the system is not functioning as expected and the underlying design documentation is unclear.

Change Request – A Change Request is a request to change the approved design of the system. This could include changes in existing functionality or the addition of new functionality or to meet State and/or Federal requirements. It includes changes to both user-perceived functionality (e.g., screens and reports), and also changes to the data model. Change Requests are also done to keep the system up to date with its environment (hardware, interfaces, and operating system).

Maintenance Requests – A Maintenance Request is a change to specific data in the system that does not require a change to the system infrastructure, code or database. These are simple data anomalies (such as correction of an SSN) that cannot be corrected through a screen. Since these changes do not affect the flow of the system, they do not require as much governance that system changes require.

4 Contractor Responsibilities/Project Requirements

The Contractor shall propose and plan to support DECSS functions based on the requirements and conditions in the paragraphs that follow. The Contractor should propose any additional services that may be necessary to adequately support the application.

The Contractor shall be responsible for the following high level tasks for the maintenance, operations and support services of DECSS, with the understanding that future operational changes may be required as the result of Federal or State changes in law or operations, and that these changes must be made at no additional cost to the State:

Application Maintenance - Contractor must maintain and support DECSS, a Federally-certified system, and all related and integrated components. This includes the identification, resolution, implementation and tracking of all system defects as well as implementation of required system changes and modifications necessary to comply with Federal and State requirements including, but not limited to, the Federal Deficit Reduction Act of 2005 and Public Law 109-171 (DRA of 2005).

Change Control Process Support - DECSS has a defined Change Control Board including defined roles and responsibilities managed by DCSS. The Change Control process assesses, prioritizes and schedules all system changes while managing risk related to the relevant systems. To support State decision making on for any changes, analysis must be completed that includes level of effort, estimated hours, and/or business value assessments as requested by the State. All application changes must follow the DECSS Configuration Management Plan which defines requirements for documenting changes as work items in the DECSS application lifecycle management (ALM) tool Team Foundation Server (TFS).

Software Fixes - Prioritized software defect fix changes bundled into planned maintenance bundles for design, development, testing, and deployment, including updates to system documentation.

Software Enhancements - DCSS identifies and prioritizes critical application enhancements, which may include State policy changes, Federal mandates or any application enhancements improving performance and business processes. These items are included in planned maintenance release bundles and include updates to system documentation. The system documentation requirements are defined as part of the DECSS Configuration Management Plan and are an integral part of the process of making changes to the application.

As described in Section 3.4, Release Management software releases are typically scheduled by the release manager on a bi-weekly schedule. Additional unplanned or emergency releases may be added to the schedule, with release dates being determined by the size and complexity of the units of work involved. Dates may be driven by time-sensitive State and Federal legislation, mandates and policy changes.

Integration Testing and Quality Assurance – Contractor must complete all testing activities to support and maintain DECSS system including: documenting application modification through established processes. The test function should include User Interface (UIT), Systems Integration (SIT), Performance, Regression, and other needed forms of testing beyond Unit testing. The test function will provide technical support to and coordination support of, User Acceptance (UAT) testing, which is performed and conducted by the DCSS Systems Unit. The Contractor test team will define and manage the test environments, including test data preparation. Contractor must also implement quality measures and controls within all processes performed under this contract.

Help Desk Operations – Details on tasks related to Help Desk Operations can be found in Section 4.3.4.

Technical Infrastructure Support - Contractor shall provide technical operations and infrastructure tasks that include but are not limited to:

- System performance monitoring;
- Environment/tools support;
- System administration activities; and
- Infrastructure configuration and support

Project Management - Contractor must provide qualified project management oversight of all Maintenance and Operations functions covered under this contract. This includes all project schedules, work plans, issue management, and risk management activities, as well as weekly and monthly reporting requirements as defined by the State.

The Contractor shall, as part of the ongoing baseline application maintenance and support of DECSS, consistently improve the application by: incorporating business needs and best practices; addressing new State and Federal requirements; improving operational performance; and incorporating new technology as appropriate.

The Contractor must provide services that are inclusive of all of the requirements, tasks, services, in scope activities and deliverables outlined herein. Application maintenance and development activities must be inclusive of project initiation, planning and management, requirements, functional design, system design, construction, testing, implementation and post-implementation, and any related batch process support.

Core Maintenance, Test, and Operations Functions to be provided:

Help Desk Liaison - Ticket Resolution, provide support to end user help desks, field, and others to research application related queries and provide clarifications and support where technical intervention is required. More detail is provided in Section 4.3.4.

Data Integrity Support - Production system issues that are traced to a data integrity problem instead of a software change.

Database Change Support - Delivery of tested Date Definition Language (DDL) and Data Modeling Language (DML). Master Data Modelers who will review and approve all data model changes, conduct impact analysis across all applications, and coordinate release and implementation schedules for data model changes.

Release Management - Changes to the DECSS code base is accomplished via various work items related to application modifications in process simultaneously, with each being in different phases of the application life-cycle (ALC). The progression of work items is controlled by the application life cycle software Team Foundation Server (TFS). TFS has been customized to the DECSS Configuration Management Plan which controls the status (e.g. assigned, awaiting impact analysis, development, SIT, UAT, etc.) of each work item.

TFS is used to promote work items through the various analyses, development and testing phases, and to promote work items to production. Software releases occur on a regular continuous schedule.

Ad Hoc Queries and Information Management - Operational support and diagnostic support of data related issues, and ad-hoc extract/reports to support Governmental agency needs.

Product Upgrade Support Patching - Product upgrade and patching of technology stack products supporting the DECSS application is primarily the responsibility of the appropriate IRM units. The Contractor will facilitate, support and test any patches and upgrades of technology stack products.

Post Implementation Support - Proactive monitoring of system fixes or enhancements introduced into Production.

Performance Management - Performance management of database and application batch, and user response time, including benchmarks and baselines against which to measure and detect anomalies, initiating remediation.

Architectural Support - One or more system architects with experience, skill and knowledge to provide expert guidance and architectural decision-making for the systems and software of the Child Support system. The Architect will be expected to provide detailed recommendation on how to integrate the Department's enterprise products into the infrastructure as part of the State's continuous standardization efforts, as well as architectural changes driven by evolving State standards. An example would be DHSS adopting a new Incident Management System. The architect would assist with a DHSS-wide enterprise design to select and integrate with child support management systems. One or more Master Data Modelers who will review and approve all data model changes, conduct impact analysis across all applications, and coordinate release and implementation schedules for data model changes.

Overall Batch Support – The Contractor shall coordinate with the Service Delivery Manager and designated DCSS and State Information Technology staff in performing this task. DECSS is a 24/7 operation and batch processing is a mission critical function. The Contractor shall provide appropriate technical expertise to address issues relating to interface/file and DECSS batch processing. See Section 4.1 below for full description.

4.1 Overall DECSS Batch Monitoring and Support

Batch monitoring and support for the DECSS system is a separately priced option further defined and detailed in section 4.1.

DECSS batch monitoring and support is currently segregated and assigned to Level 0, Level 1 and Level 2 support teams. The Contractor will provide Level 0 monitoring and support which is responsible for monitoring all DECSS batch runs to successful completion and, for the initial step in batch incident management. The Contractor, in conjunction with the State, will have joint responsibility for Level 1 batch triage and support. Level 1 batch triage support includes, where possible, root cause analysis of any batch related anomaly and Return to Service decision making or recommendation. When a batch anomaly cannot be resolved at Level 1, the incident must be escalated to Level 2. The Contractor must provide Level 2 support that will resolve all batch processing related issues and required interface file transfers through IRM established batch support processes and batch support personnel. The Contractor is responsible for recommending appropriate steps that result in resolution of the incident, Return to Service, resumption of the batch and successful completion of the batch within the batch processing window. The incident management process along with additional Contractor responsibilities are detailed in the DECSS Batch Monitoring section below.

Contractor staff is expected to be proficient in batch programs and system interfaces in general. Team members shall be proficient in batch failure resolution. The DHSS IRM technical teams are available for batch problem resolutions related to network, hardware, operating system, database or other infrastructure related issues.

The State desires to continuously improve the stability, reliability, and predictability of batch and interface processing to the greatest extent possible. One measure of such stability is the completion of batch processing in an unattended mode. The Contractor shall implement additional improvements in batch stability, with a goal of 100% of jobs to run in a fully automated, unattended mode. This includes completion of all job scheduling scripts, batch programs, SQL stored procedures and customized reports and further enhancing the automation of all interface exchanges with partners. The degree to which the Contractor successfully reaches this automation goal will be part of the SLA criteria.

The Contractor must conduct both system and functional testing for all perfective, adaptive and preventive application changes and/or defect changes relating to interfaces and batch. This includes a comprehensive functional testing of all incoming and outgoing files, and file contents impacted by the aforementioned change.

DECSS Batch Monitoring and Support

The Enterprise Operations Bridge: The Contractor shall staff, manage and maintain an Enterprise Operations Bridge providing Operational Level 0 support. The Contractor will continuously monitor the batch scheduler application software dashboard console, and other application and system event monitors during the DECSS batch windows 7 days a week/365 days a year to respond to automated alerts, support calls and requests.

Level 0 support is the initial step in batch incident management. Level 0 support includes event triage support to end user help desks, and others by performing initial research and triage on system related issue inquiries and events, correcting common issues where procedural documentation exists, and providing technical support routing to appropriate technical discipline teams via on-call lists where more complex technical intervention is required. Level 0 support includes writing and execution of basic database queries and physical file record content inspection and analysis to support initial analysis of data related issues. This occurs when an incident (e.g. batch failure, file transmission failure, connectivity failure, infrastructure component failure etc.) occurs during any batch processing window requiring remediation. For incidents that need to move beyond Level 0, Operations staff will be responsible for initiating a bridge line call accessible by a published phone line. Monitored events and reported issues that are determined to be production incidents are managed through the Incident Management Process described below.

Batch Operations

Batch Event Monitoring: The Contractor shall monitor the execution of all production batch jobs in the DECSS automated batch scheduling product. Currently \$Universe runs DECSS batch 7 days a week, 365 days a year. The DECSS batch starts every night at 7:00 p.m., Monday through Thursday and runs on average, five (5) hours. Saturday and Sunday batch duration averages less than one hour. Friday, end of month, end of quarter and other special schedules typically run in approximately 12 hours. Anomalous events shall be classified for Tier level based on the Batch Runbook and managed according to Batch Runbook instructions and Incident Management Process. The Contractor team will provide support for all DECSS alerts routed to Level 0, Level 1 or Level 2 support team. The function will include, but is not limited to, DTI Output Services service delivery.

Batch Production Control: The Contractor shall control the Batch job schedule execution through the automated scheduler management console. The Contractor shall execute approved Batch Change Requests (BCRs) initiated and approved under the Maintenance SLA to place jobs on hold, force jobs complete, release jobs on hold, run on-demand jobs, and perform other batch job level job control steps.

Batch Schedule and Calendar Implementation: The Contractor shall execute and control the implementation of all schedule and calendar changes into production as Change Requests (CRs) initiated and approved under existing procedures. The Contractor shall review all CRs and ensure their compliance with Batch naming standards and conventions. The Contractor must provide primary maintenance and support for the DECSS batch schedule under the scheduling software system \$Universe.

The DECSS batch currently consists of over 400 separate jobs that run on over 20 separate batch schedules. Appendix K to this RFP provides a summary listing of all current batch processing jobs, their names, description of the process, frequency and scheduling constraints. This Appendix names jobs by function such as Case Management, Interfaces, Enforcement, Establishments, Forms and Financials. The Contractor responsibility shall include development and maintenance of all jobs, schedules, operational documentation, administration and oversight of the DECSS \$Universe schedules, configuration, and the implementation of schedule changes per the existing change management and configuration management processes.

Batch Scheduler Product Configuration, Administration and Maintenance: The Contractor shall collaborate and coordinate with State Technical disciplines to perform version and patch upgrades, routine maintenance, and deployment configuration of the automated scheduling product, currently \$Universe.

Proactive Batch Schedule Management: The Contractor shall continuously and proactively analyze batch job, cycle and schedule dependency interactions to identify opportunities to a) tune the batch cycle, b) introduce stronger dependency controls to enforce correct batch flow where time based dependencies deficiencies may be found without proper job predecessor dependencies, c) introduce must-start-by or must-finish-by alerts to notify the bridge of long running jobs or delayed cycles and missed partner file delivery or receipt SLAs. A comprehensive periodic review shall be conducted every six months, using incident trend analysis, and batch flow optimization and control theory. All recommended batch schedule improvements shall be captured in TFS enhancement change request tickets.

Daily Batch Operations Reporting: The Contractor shall create a daily Production Batch and Incident Report by 8:00 AM daily 7 days a week, and conduct a formal Batch/Incident briefing meeting on business days at 8:30 AM. The report shall contain batch cycle start and end runtime information, detailed incident information and status for all batch and system incidents, Return To Service status for all open incidents, and other operational information as agreed to with the State covering the prior 24 hours, or since the last daily briefing.

Batch Operations Lower Environment Support: The Contractor shall provide batch schedule operations support to lower environments, including SIT and UAT.

DECSS Batch Incident Management

The Contractor will designate an Incident Manager who is responsible for the Incident Management process. The Incident Manager will have an in-depth understanding of the technical environment, technology stack, architecture, system, applications and incident management principles and process.

The Incident Manager will provide tactical response coordination leadership to engage all Level 0, Level 1, Level 2 and all required maintenance and State technical discipline expertise to manage incidents through Return To Service based on their Severity or Tier level as defined in the Batch Run Book. For all Tier 1 and Severity 1 production incidents, the Incident Manager initiates and orchestrates Incident Management bridge calls. The Incident Manager is responsible for the initial contact with on-call personnel, and for the escalations if on-call personnel are non-responsive within the response times defined in the On-Call response procedure. The Incident Manager and Operations team will manage and perform the five phases of Incident Management for all production incidents, listed below:

1 - Identification: In this phase, an incident is identified and logged in the incident management system. The Incident Manager evaluates it for a severity level based on impact to users or impact to perform critical business functions in the application so as to determine the need for the urgency of return to service and problem remediation.

2 - Root Cause Analysis: In this phase, based on the severity level, the Contractor performs basic triage and opens an incident bridge for the On-Call Support Team to complete root cause analysis. Once the root cause is identified, the Contractor recommends possible approaches for Return to Services.

3 - Return to Service: In this phase, the State, based on recommendations from the Contractor, decides on the approach that needs to be taken to Return to Service and the approved approach is operationalized. These approaches can include workarounds or ongoing manual processes that need to be performed until the underlying problem is remediated. Tier 1 Batch Incidents shall be managed at a priority to resolve immediately 7x24x365. Tier 2 shall be managed to Return to Service within 48 hours of the incident.

4 - Problem Remediation: In this phase, the underlying problem is directed and remediated by the Contractor. The resolution goes through all SDLC phases defined in the configuration management plan before it is implemented in production.

5 - Incident Closure: In this phase, the results of the problem remediation are accumulated to confirm that the underlying issue is resolved. The incident is closed in the incident management system and any ongoing manual processes are discontinued. The Incident Manager is responsible for all the phases of the incident management process, including daily reporting of status on non-closed incidents and follow ups with stakeholders to facilitate closure.

File Transmission Support

The Contractor shall coordinate with the Service Delivery Manager, DCSS and designated technology staff in performing this task. The Contractor shall provide appropriate technical expertise to address issues relating to interface file transmissions and batch processing.

File Transmissions, both delivery and receipt, is accomplished through automated batch jobs using an SFTP service or other file transmission management tool. The transmission batch jobs are managed by the Batch Operations services.

The Contractor team works with IRM in maintaining the interface file transmission schedule inventory document for all file transmissions along partner agency contact and receipt/delivery SLA information.

The Contractor will work with the State to help resolve any incidents related to file transmissions. The State is the primary contact point to initiate the conversations with file Interface Partner(s) to resolve transmission, or re-transmission issues.

The Contractor team reviews file transmission processes and identifies avenues for improvement, including standardization of file transmission assurance design and protocols.

Administrative and Analytical Support

The Contractor shall maintain the schedule for all batch and interface processes and maintain detailed documentation for batch execution as approved by the State, based on established standard operating procedures. The general batch schedule will be set for up to a year in advance, with specific identification of those processes which must be run weekly, quarterly, annually and/or on certain dates, to be confirmed by the State. The Contractor shall provide technical administrative and analytical support services. These services include technical writing and communications of required documentation work products such as reports, presentations, process and procedure documentation, as well as meeting coordination, and meeting note taking and publication.

Analytical support services includes the collection and analysis, including trend analysis, of operational and application business data, and creation of reports to support DECSS Batch Monitoring and Support reporting requirements.

4.2 Technical Operations and Infrastructure support

The Contractor shall provide technical operations and infrastructure support services. These include support for application builds, configuration changes, performance-related changes, and any other infrastructure changes. The Contractor shall also be responsible for the overall application and system performance monitoring to meet performance metrics defined by the State.

A general note regarding administration and ownership of infrastructure: State staff will administer and be responsible for providing infrastructure services for systems including physical servers, virtual servers, software installation and initial configuration for all development, test and production and production environments. Contractor shall provide support for operations, code promotion, and deployment in all environments including any modifications to system parameters. The Contractor must also provide support in all environments as defined below.

The Contractor shall perform/provide the following Services under Technical Operations and Infrastructure Support:

Technical Operations includes the following activities:

- System Administration – This includes the administration of all development servers within the DECSS infrastructure: Web, Application, Database, Interface servers, load balancers, and any other components.
- Database Administration – Besides the standard administrative tasks related to the Database, also provide Database expertise with respect to system changes, upgrades, SQL programming and tuning.
- Technical Support – This includes support for operations related Help desk tickets from DCSS staff to support system monitoring.
- System Monitoring – This includes overall system monitoring and performance management. Monitor, identify and resolve any system related tickets while continuing to ensure all system performance metrics are met; and
- Security Operations – This includes operational tasks as defined in the Security Plan as well as tasks related to State security operations. Examples include research/resolution of any security

findings/reports, assistance with security audits, or technical projects related to security tools such as data masking.

- **Tools Support** – Contractor must provide support of all system development tools utilized by the project. Many of the tools may reside on State systems, however, operations is still the responsibility of the Contractor.

The Contractor must provide support for Team Foundation Server (TFS) including the maintenance and enhancement of the DECSS TFS workflow which is governed by the DECSS configuration management plan.

The Contractor must provide support for the tools and software listed in the technology stack matrix and any new tools required or recommended during the course of the contract.

- **Site Support** – This involves all aspects of Contractor Operations inclusive of all integration points to the State.
- **Infrastructure Continuity Support** - For data or services that are maintained outside of State-managed infrastructure, the Contractor must provide availability and backup to maintain continuity at all times.

System Security Support - The Contractor will be responsible for submitting any changes or security recommendations associated with the DECSS application to the DHSS Security IT Manager. The DHSS Chief Information Security Officer (CISO) will review and approve these changes.

Technology Stack Component Matrix

The table below defines the technology stack components to be supported. The proposal should explicitly address the skill sets and positions being provided to support the administration, configuration, diagnostic trouble shooting, operational effectiveness, tuning, version/patch upgrade management, upgrade impact and implementation coordination, and overall support of each third-party product performing a function in the systems technology stack. The proposal should include a traceability matrix showing how the individuals map to providing this support of each product listed in the Technology Stack Component Matrix table.

Technology Stack Component Matrix:

Category Tools	Address Validation	Application Engine	Application Lifecycle Management	Batch Scheduling	Change Management	Check Printing	Core Application Technology	Database Engine	Database SQL Interface	Image Capture & Storage	ETL	IDE	Message Queue	Monitoring	PDF Generation	Requirements Management	Reporting	Server Operating System	Self Service Portals	SFTP
ADO.NET									X											
Apache FOP															X					
ASP.NET 4.6							X													
Automic Dollar Universe				X																
C#							X													
Crystal Reports						X														
C# batch programs											X									
CSS							X													
DOS batch scripts											X									
Experian QAS	X																			
GoAnywhere																				X
HTML							X													
IBM FileNet Integration										X										
IIS 7.5		X																		
Ipswitch																				X
IKVM.NET															X					
ITextSharp															X					
Javascript							X													
J4L Barcode Suite															X					
Jquery							X													
JSON							X													
Microsoft Enterprise Library									X											
Microsoft Forefront																			X	
Microsoft MSMQ													X							

4.3.1 On-Site Staffing Requirement

The Leadership and key Contractor staff are required to be on-site at the DHSS facilities in New Castle, Delaware.

The State and the key Contractor staff will work very closely together on this engagement. This requires an on-site presence. The State will provide furniture, phones, equipment, and software and network connectivity for all on-site Contractor staff. It is vital for the Contractor and key staff to play an active on-site role in the project and be visible and accessible. On-site designated Contractor staff are required to be on-site during core work hours Monday through Friday. Travel time should not impact on-site presence.

The State will provide on-site workspace for on-site dedicated Contractor positions, including one (1) single office for a leadership position.

4.3.2 Off-site Work

The State prefers all Contractor staff be on site. The State may permit a limited number of contract staff to be off-site, within the United States. For off-site work, the State requires strong management of the resources and assigned tasks; adequate, timely and accurate communications and completion of assigned work by specified deadlines. This is important to any off-site relationship. If the bidder organization is proposing off-site project work, the bidder must specifically address each of the bulleted items below in this section of the proposal. Otherwise, bidder will respond to this section as follows: **“No off-site project work proposed.”**

Note: For the purposes of this section, the bidder staff organization includes subsidiary Contractors.

- Provide a detailed description of work to be completed off-site along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done off-site.
- Provide an organization chart with job titles of off-site staff and their relationship to the bidder.
- Identify any proposed staff that will not be full time dedicated to the contract, and what percent they will be.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if off-site work is to be performed by bidder staff or sub-contractors.
- For off-site sub-contractor or bidder staff, please include the names and resumes of key staff, highlighting prior participation on similar maintenance and operations contracts. Also provide named or sample resumes for lower level staff.
- Provide a detailed plan for managing off-site work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should off-site relationship be terminated.
- Propose a meeting schedule for project status discussions with off-site management staff.
- Identify the off-site single point of contact who will serve as the manager of off-site resources. Describe how this manager and the on-site Project Manager will interact.
- Provide a contingency plan for substituting on-site staff if off-site relationship becomes problematic as determined by the State.
- Provide a description of prior bidder organization experience with use of off-site bidder staff or sub-contractors and provide U.S. client references for that work.
- Provide a detailed description of proposed Project Manager's experience in directing off-site staff and/or sub-contractors.
- Describe your understanding that the State will only provide management of this project and bidder resources through the on-site Project Manager. All management/relationships with off-site

resources, whether bidder staff or sub-contractors, will be handled by the respective bidding organization.

4.3.3 Project Manager Requirement

The Contractor Project Manager shall be on-site and manage the project from the Contractor perspective and is the chief liaison for the Service Delivery Manager, DCSS Chief of Administration and DCSS Systems Administrator. The Project Manager has authority to make the day-to-day project decisions from the Contractor firm perspective. This Contractor Project Manager is expected to host meetings with Division Subject Matter Experts (SME) to review Division business processes and functions, along with the organization, functions and data of existing information systems relevant to this contract. The Contractor Project Manager is expected to host and facilitate other important meetings and to assign Contractor staff to those meetings as appropriate and provide an agenda for each meeting. Weekly on-site status meetings are required, as are Change Control Board meetings. Meeting minutes will be recorded by the Contractor and distributed within 24 to 48 hours. Key decisions along with closed, active and pending issues will be included in this document as well. In their proposals, bidders must include a confirmation that their Project Manager will schedule the meetings as described above. It is critical that a named Contractor Project Manager with prior project management experience be proposed.

4.3.4 Project Help Desk Staff Requirement

The State assumes primary responsibility for all DECSS related help desk tickets. The Contractor shall provide support for analyzing and resolving help desk tickets operations that include both functional and technical end user support. This must be coordinated with State resources and after Contractor analysis this may result in maintenance items being added to the DECSS workload.

4.3.5 Project Management

The Contractor shall employ standard project management processes for activities that warrant project management within the engagement.

4.4 State and Federal Requirements

4.4.1 Requirement to Comply With HIPAA Regulations and Standards

The State Deputy Attorney General has made a decision that the Division is not a covered entity as defined by HIPAA and as such, work on this project will be exempt from HIPAA requirements. However, pursuant to the published HIPAA guidelines for securing electronic information, DHSS has developed similar rigorous standards and expects the Contractor to follow DHSS and State standards for securing electronic information in the new system.

4.4.2 Requirement to Comply With Internal Revenue Service Regulations and Standards

Maintenance and any future enhancements must monitor and control any confidential Federal Tax Information (FTI) that might interface with DECSS, in order to be fully compliant with IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies. Any contractor who is allowed access to FTI must certify that he or she understands the DCSS Security Policy and IRS Safeguards Procedures, and complete an annual IRS Non-Disclosure and Unauthorized Access Training while under contract.

Please see Attachment M, IRS Safeguarding Contract Language for IT Services, for full description of requirements.

4.5 Requirement to Comply with State Policies and Standards

The DECSS system must remain fully compatible with the Department of Health and Social Services' technical environment.

The Information Technology Publications web page in Appendix D, <http://www.dhss.delaware.gov/dhss/dms/itpubs.html> has links to the DHSS and DTI policies and standards and other documentation. The DTI Systems Architecture Standard contains information confidential to the State and is not available from the internet. However, DTI has set up an email address which will automatically send a response with this document attached. The email address is sysarch@lists.state.de.us

A system architecture diagram is provided separately in Appendix N. Please see State of Delaware Systems Architecture Standard (instructions above) and DHSS Information Technology Environment Standards, for more information on State architecture and DHSS environment policies and standards. See http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss_it_environment.pdf

All components of the DECSS system, including third party software and hardware, will be required to continue to adhere to the policies and standards described above, as modified from time to time during the term of the contract resulting from this RFP, including any links or documents found at the above referenced web sites.

Contractor staff accessing State IT resources must comply with DHSS and DTI policies and standards, and will be required to sign the DHSS Biggs Data Center User Authorization Form and the Biggs Data Center Non-Disclosure Form.

4.5.1.1 Authorizations

Contractor staff will be required to fill out DTI's Acceptable Use Policy, Biggs Data Center User Authorization Form, and the Biggs Data Center Non-Disclosure Agreement for necessary authorizations before starting work. Staff working at a secured State site will be issued a security access card by DHSS as per the State standard.

4.5.1.2 Criminal Background Check

Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, is required of any employee or Contractor who will be assigned to this project and deemed to be subject to requirements of the DCSS Criminal Background Check in Appendix I.

Contractor will submit all background screening reports to:

DHSS Division of Child Support Services

84A Christina Road

New Castle, DE 19720

Attn: Stacy Saylor, DCSS Systems Administrator/Systems Security Manager

The Contractor will be solely responsible for the cost the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a Contractor staff member be replaced if their CBC result is unsatisfactory. See Appendix I for full instructions on this process.

4.5.2 State Personal Data and Security Breach Notification

See Appendix L for requirements.

4.5.3 Architecture Requirements

Securing and protecting data is critical to the State. System architecture diagrams are a key component of the proposed system in terms of meeting State architecture requirements. In this section of the

proposal, bidder will explain their understanding of the system architecture diagram as supplied by the State.

4.5.3.1 Standard Practices

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

4.5.3.2 Confidentiality and Data Integrity

DTI 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 DTI's express knowledge and written authorization. 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 DTI.

4.5.3.3 Security Controls

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

4.5.3.4 Cyber Security Liability

See Appendix L for requirements.

4.5.3.5 Information Security

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal. Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

4.5.3.6 Securing State Data

The Contractor must describe how the State's data will be protected and secured.

4.5.4 DHSS-Specific Security Requirements

The requirements in this section are mandatory.

4.5.4.1 Encryption of Data in Transit

All data in transit must be encrypted whether transmitted over a public or private network.

4.5.4.2 Ownership of State Data

All State-owned data (Public or Non-Public) related to services provided under this contract will remain the sole property of the State. De-identified data is not exempted from this requirement. This provision shall survive the life of the contract. Except as otherwise required by law or authorized by the State in writing, no State-owned data shall be retained by the Contractor for more than 90 days following the date of contract termination. After the 90 day timeframe the following provisions will remain in effect: Contractor will immediately delete or destroy this data in accordance with NIST standards and provide confirming evidence to the State; Contractor is expressly prohibited from retaining, repurposing or reselling State-owned data except as otherwise authorized by the State in writing; Contractor retains no ongoing rights to this data except as expressly authorized in the contract.

4.6 Performance Management & Capacity Management

Continuous monitoring of performance of the DECSS platform within the DHSS and State technical environment with respect to baseline performance and projected capacity demand are critical functions of Maintenance and Operations. Performance and Capacity monitoring and planning are requirements of this contract. Monthly capacity and performance reports with respect to baseline are deliverables under this contract.

4.7 Backup and Recovery

DHSS requires that system data be backed up to appropriate media that can be restored as necessary.

4.8 Disaster Recovery

DHSS has contracted with Vital Records, Inc. as the off-site media storage contractor for client/server and mainframe backup media. Sungard Recovery Systems is contracted as the client/server cold site contractor. Disaster recovery tests are conducted annually for the Biggs Data Center Environment. The selected Contractor is expected to review and participate in this process with IRM and DTI to ensure that it is sufficient and demonstrates reasonable and reliable risk avoidance. The Contractor will be required to participate to the extent necessary in this testing.

4.9 Engagement Expectations

Contractor will be expected to address the following requirements in detail. Emphasis is on the limited availability of State staff for this engagement and the expectation that the Contractor express in detail their understanding of their responsibilities in the areas of Customization/Development, Implementation, Warranty, Support, and Deliverables.

- Any remote access by IT Contractors will be accomplished through the use of SSL VPN. If a Contractor expects or requires remote access for proper implementation and/or support of their solution, proposals must detail the exact nature of the remote access required and why it cannot be accomplished through other means. Contractors should note that under no circumstances is "remote control" of user desktops ever allowed and the State of Delaware firewall will block such access. Remote access to DHSS servers can only be permitted if the server resides within a DHSS/DTI DMZ. SSL/VPN must be used.
- If the Contractor will use any third party products during the course of this project, such products must be approved in writing by the State prior to their use. In order to receive such approval the Contractor is required to submit a list of the products, the number of licenses that will be procured (if applicable), and a description of how the product will be used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of the State. **Note:** Because of potential liability and support issues, open source products may only be

proposed for this project if they are fully supported and insured by the Contractor. If proposing open source software, Contractor will also propose alternate fully supported software serving the same/similar function(s).

- Any software purchased or developed for DCSS or DECSS must be an appropriate fit into the DHSS IT Environment as described in the DHSS Information Technology Environment Standards. Contractors will describe how their proposal's components are consistent with the current environment. Contractors may propose solutions that are not consistent with the current environment but in that case must include a detailed analysis of how their solution's requirements will be integrated into the existing DHSS IT Environment (including, but not limited to, purchases required, set up requirements and so on). The State wishes to leverage the existing infrastructure at the Biggs Data Center to the extent possible. Bidder will describe how their system will take advantage of the existing infrastructure. All proposals (and/or their attendant integration suggestions) will be evaluated for their fit into the current environment. Utilization of this infrastructure will be a factor in proposal evaluation.

4.9.1 Production Implementation of New Functionality

Prior to implementation, the Contractor will produce an implementation plan document, sometimes called a playbook, to be reviewed by the State at a meeting prior to implementation. This document will contain a schedule listing pre through post implementation tasks, start & end dates/times, and responsible parties. The plan must address backup and recovery strategies along with periodic checkpoints to hasten recovery and restarts if needed. The document will list all primary participants along with backups, their email addresses and at least two phone numbers for each. Escalation procedures must be addressed as well. Actual implementation may take place following State approval of this document.

4.9.2 Training

Contractor will be responsible for periodically designing and conducting training for State technical staff on the technical components of the infrastructure, third party products within the systems technology stack, and applications and architecture as State staff are boarded, and/or deficiencies in skill or knowledge are identified.

4.9.3 Phase-In and Phase-Out

4.9.3.1 Phase-In Transition

The Contractor shall provide a high level Phase-In / Transition Plan at the Kick-off Meeting. The Contractor shall work with the existing Contractor (incumbent) to establish a joint transition management team capable of providing overall management and logistical support of all transition activities to be effectively and efficiently administered.

At a minimum, the Transition Plan shall provide for the following:

1. A resource-loaded project management schedule including milestones and measurable commitments in the schedule that will be used to ensure a smooth transition from the incumbent to the successor.
2. A milestone chart detailing the time lines and stages of transition from the effective date of contract performance until the new Contractor assumes sole responsibility for the work;
3. An organizational chart that displays internal and external organizational relationships. The organizational chart shall identify the individuals (at all levels) who will be responsible for the transition and their respective roles; detail the lines of communication and how the incumbent will interface with the State and the successor during this phase-in of contract performance;

4. The Contractor will regularly report status in periodic meetings and regular written reports;
5. A plan to transfer Government-Furnished Property (GFP) (e.g., hardware, software, and records/data) from the incumbent to the successor.
6. As part of the transition plan the Contractor shall develop a knowledge transfer plan.

The new Contractor working in conjunction with the incumbent Contractor shall submit to DHSS a draft written Joint Operating Agreement (JOA) not more than two weeks after execution of the competitive bid contract. DHSS will provide written feedback within one week. The final JOA is required to be submitted within four (4) weeks after contract execution. Both the incumbent Contractor and new Contractor must jointly develop and sign the JOA.

The JOA must define the responsibilities for the current Contractor and the new Contractor and must be approved by DHSS prior to signature. The JOA will describe the formation of a joint coordinated management team that will ensure that communication, coordination, cooperation, and consultation between the two entities is maintained in support of the transition. This team will conduct regular meetings, manage the work of any subgroups and submit status reports as determined by DCSS. The JOA shall be sufficiently detailed and comprehensive to assure smooth, uninterrupted M&O services during the transition.

The Plan must include, but not be limited to, the following:

Kick-off Meeting: The purpose of the kick-off meeting is to ensure that all parties are aware of their responsibilities and the importance of the deadlines that will be established.

Weekly Meeting: The purpose is to ensure that the transition is progressing appropriately and meeting the target dates.

Additional Meetings: Conduct and/or Support additional meetings with DHSS, and all stakeholders, including but not limited to:

1. Security Kickoff meeting
2. Transmission and Output Services meetings
3. Batch Operations/Monitoring meetings
4. Production Incident and Problem Management Meetings
5. Maintenance Prioritization and Status Meetings
6. Service Level Delivery Assessment/Metrics Meetings
7. Weekly Transition Status meetings

For all meetings, the new Contractor will provide an agenda, provide and maintain an Action Item list for the project, provide a call in number for use during meetings, and provide meeting minutes after each meeting to the meeting attendees.

Please address the following in your proposal:

- **Project Management:** The Contractor shall provide project management services associated with managing the M&O services, including the transition plan and process.
- **Services Requirements Definition and Documentation:** Collaborate with the current Contractor and define, develop, and agree upon and document the specific required transitions services and support accountability transition milestones/activities.
- **Access and Connectivity:** Work with the DHSS and current Contractor to set-up and test access, role assignments, and connectivity for new Contractor staff.

- **Transition to Accountability:** Select an approach and migrate the production M&O services from the current Contractor. Work with the current Contractor to select an accountability “hand-off” date, by function if a phased transition approach is taken. M&O responsibilities are with the current Contractor, until the hand-off date.
- **ASSUMPTION OF WORK-IN-PROGRESS:** Assumption of work-in-progress is defined as State-approved planned priority projects. The Contractor shall include these projects in its work plan.
- **Requirements for State and Current Contractor time:** provide expectation of time requirements of State and current Contractor to support transition activities.

The proposal should clearly define roles, responsibilities and timelines associated with all transition activities.

4.9.3.2 Phase-Out Transition

Transitioning to a new Contractor may be necessary at the conclusion of this contract term should a different Contractor be awarded a follow-on contract to deliver the services provided under this task order.

Activities related to transition (should the transition be required) must be conducted over a period not to exceed three (3) months. During the transition period, the incumbent Contractor must work with DHSS and the new Contractor to set up a training schedule and a schedule of events to smoothly changeover to the new Contractor.

Not more than two weeks after notification by DHSS that the transition to a new Contractor must take place, the incumbent Contractor must submit DHSS a draft written JOA, developed with the awarded Contractor. Both the incumbent Contractor and the new Contractor must sign the JOA.

The JOA must define the responsibilities for the incumbent Contractor and the new Contractor. In addition, as part of the JOA, the incumbent Contractor and the new Contractor must form a joint coordinated management team that must ensure that communication, coordination, cooperation, and consultation between the two entities is maintained in support of the transition and ongoing work. Such a team must have regular meetings and must monitor the work of any subgroups during transition and ongoing work, and must submit status reports as determined DHSS.

The incumbent Contractor must support the new Contractor’s phase-in requirements as defined in the Phase-In Transition above.

5 Proposal Evaluation/Contractor Selection

5.1 Process

DHSS will conduct a two tiered review process for this project. In the first tier, each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in Attachment of Scope of Work – Mandatory (Pass/Fail) Submission Requirements Checklist. **Any proposal failing to meet those requirements is subject to immediate disqualification without further review.** All proposals meeting the mandatory submission requirements will be given to the DHSS Evaluation Team.

In the second tier, the Evaluation Team may perform Technical and Business Proposal Reviews separately. The evaluation team will be instructed to evaluate the Technical and Business Proposals separately. The Technical Proposal will be evaluated and scored first. The Business Proposal will be evaluated and scored next. The evaluation team will meet to discuss the scoring. Individual scores may be adjusted at this point. The final individual scores of each evaluator will be averaged to determine a final technical score and a final business score. Technical and Business scores will be combined to determine each bidder's total score.

After the Evaluation Team completes its initial review, staff from the Department of Technology and Information (DTI) may review the top two (2) to five (5) proposals and provide comments and recommendations to the Evaluation Team.

5.2 Proposal Evaluation and Scoring

The Technical and Business proposals of each bidder will be evaluated and assigned points. A maximum of 100 total points is possible.

5.2.1 Mandatory Requirements

The Division Director or designee will perform this portion of the evaluation. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy **all** of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows: Contractor is required to address Section 4 "Contractor Responsibilities/Project Requirements" in detail by subsection and bullet. Contractor is required to follow Section 6 "Bidder Instructions" explicitly and complete all required forms as instructed.

Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration. However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

5.2.2 Proposal Scoring

Only those bidders submitting Proposals which meet the Technical Mandatory Submission Requirements provision will have their Proposals scored. Consideration will also be given to how well the costs in the Project Cost Forms compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success. Specific criteria weight is listed in Section IV.C.2 - Professional Services RFP Administrative Information, RFP Evaluation Process, and Proposal Selection Criteria of the RFP.

6 Bidder Instructions

6.1 Submission Information

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) original paper copies (at least one (1) labeled "Original") and six (6) electronic copies on CD or DVD media disc, or USB Memory stick (each labeled "Copy"). Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

It is the responsibility of the bidder to ensure all submitted disks are machine readable, virus free and otherwise error-free. Discs (or their component files) not in this condition may be cause for the Contractor to be disqualified from bidding.

Each CD will contain the following files at a minimum:

- RFP Technical Proposal.doc
- RFP Business Proposal.doc
- RFP Implementation Project Plan.mpp
- CD Directory.doc (Microsoft Word 2000 or higher)

The Technical Proposal Volume copies must be labeled on the outside as follows:

<p>State of Delaware Department of Health and Social Services: DCSS RFP Volume 1 Child Support Services DECSS Maintenance & Operations Services Technical Proposal DHSS RFP #PSC HSS-17- (Name of Bidder) April 28, 2017 11:00am</p>

The Business Proposal Volume copies must be labeled on the outside as follows:

<p>State of Delaware Department of Health and Social Services: DCSS RFP Volume 1 Child Support Services DECSS Maintenance & Operations Services Business Proposal DHSS RFP #PSC HSS-17- (Name of Bidder) April 28, 2017 11:00am</p>
--

6.1.1 RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder.

6.1.2 Proposal and Final Contract

The bidder's proposal will be incorporated into the final contract and be considered binding upon the successful bidder.

6.1.3 Modifications to Proposals

Modifications to proposals will not be accepted after the submission deadline. At any time, DCSS reserves the right to request clarification and/or further technical information from any Contractor submitting a proposal.

6.1.4 Alternative Solutions

The proposal must contain a single solution, including hardware and software. This is critical in ensuring project success and that project costs are expected, administered and contained. Bidders may propose alternative solutions but only as fully separate proposals that will be evaluated separately. Single proposals containing alternative/multiple solutions will be failed.

6.1.5 Proposed Schedule

The following timetable is anticipated for key activities within the procurement process:

State Publishes RFP	<i>March 1, 2017</i>
Mandatory Pre-Bid Meeting	<i>March 15, 2017 10:00 AM E.S.T.</i>
Submission of Questions	<i>March 24, 2017 4:00 PM EST</i>
Response to Questions	<i>March 31, 2017</i>
Receipt of Proposals	<i>April 28, 2017 11:00 A.M. EST</i>
Selection Process and Contractor Web Demonstrations	<i>May 2-May 19, 2017</i>
Notification of Award	<i>June 12, 2017</i>
Contract Signature/Project Start	<i>August 18, 2017</i>

6.2 Technical Proposal Contents

The Technical Proposal shall consist of and be labeled with the following sections:

- A. Transmittal Letter**
- B. Required Forms**
- C. Executive Summary**
- D. Contract Management Plan**
- E. Project Requirements**
- F. Staff Qualifications and Experience**
- G. Firm Past Performance and Qualifications**

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion of, cost information shall appear in the Technical Proposal or Transmittal Letter.**

6.2.1 Transmittal Letter (Section A)

The Transmittal Letter shall be written on the bidder's official business letterhead stationery. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively in response to this RFP. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work proposed. It must include the following in the order given:

1. An itemization of all materials and enclosures being forwarded in response to the RFP.
2. A statement certifying that the proposal disks have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments in the event that there are any; if none have been received by the bidder, a statement to that effect must be included.
4. A statement that all proposal conditions are valid for 180 days from the deadline date for proposal submission
5. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal
6. A statement that certifies pricing was arrived at without any collusion or conflict of interest.

The **original** of the **Transmittal** Letter shall be submitted in a separate, sealed envelope inside the package containing proposal CDs. PDF versions of the Transmittal Letter must be included in the Technical proposal.

6.2.2 Required Forms (Section B)

This section of the proposal will include the following completed forms:

1. Certification Sheet and Statement of Compliance

Appendix B: These are forms in which the bidder must certify certain required compliance provisions.

2. Key Position Resumes

(Appendix C should be provided, as detailed, in Section 6.2.6 below)

3. Mandatory Submission Requirements Checklist

Appendix A: This contains the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

4. Bidder Project Experience

Appendix G: The bidder shall describe their corporate experience within the last five (5) years directly related to the proposed contract. Also include experience in:

- Other government contracts of a similar scale
- Experience with child support and/or health and human services systems

Experience of any proposed sub-contractors should be notated on Appendix C in Section 6.2.6. Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide name, address and phone number for an administrative or managerial customer reference familiar with the bidder's performance.

5. Bidder Contact Information

Appendix H: This form must be completed and signed by prospective bidders prior to proposal submission. Please bring the completed form to the mandatory pre-bid meeting.

6.2.3 Executive Summary (Section C)

Bidder shall present a high-level project description to give the evaluation team and others a broad understanding of the technical proposal and the bidder's approach to this project. This should summarize project purpose, key project tasks, qualifications of key personnel, along with sub-contractor usage and their scope of work. A summary of the bidder's corporate resources, including previous relevant experience, staff, and financial stability must be included. The Executive Summary is limited to a maximum of ten (10) pages.

Reiteration of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the contract. The Bidder's response to this section should be designed to demonstrate to the State that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's proposal will lead to successful contract completion.

6.2.4 Contract Management Plan (Section D)

Bidder shall describe the overall plan and required activities in order to achieve the objectives of the contract within the budget and described schedule. This should include descriptions of management controls, processes and reporting requirements that will be put into place to ensure a smooth administration of this contract.

6.2.5 Project Requirements (Section E)

Bidder must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 4. Address bulleted and titled requirement paragraphs within subsections as "Bullet n" and "Paragraph Title" respectively. Please address State staffing considerations in subsections where staffing is mentioned. Please complete **Crosswalk of RFP Section 4** form (Appendix F) and include in this section.

6.2.6 Staff Qualifications and Experience (Section F)

Please submit resumes of key staff in this section using the **Key Position Resume** (Appendix C). Bidders shall submit a staff skills matrix in their own format to summarize relevant experience of the proposed staff, including any sub-contractor staff in the areas of:

- Technical project management
- Planning
- Requirements Analysis

Additionally, bidders shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Bidder and sub-contractor staff shall be separately identified. Contractor staff requirements will be addressed as outlined in subsection 4.3. Bidder must also provide an organization chart of all proposed staff.

If sub-contractors are being proposed, then include the name and address of each sub-contractor entity along with an organization chart indicating staffing breakdown by job title and staff numbers on this project. This organization chart must show how the individual sub-contractor entity will be managed by your firm as the primary Contractor. Any sub or co-contractor entity(s) proposed will need prior approval by the State before the contract is signed. If proposing no sub-contractors, please state in this proposal section "**No sub-contractors are being proposed as part of this contract.**"

6.2.7 Firm Past Performance and Qualifications (Section G)

The bidder shall describe their corporate experience within the last five (5) years directly related to the proposed contract. Also include experience in:

- Other government contracts of a similar scale
- M&O experience of multiple large systems as the primary Contractor
- Public systems support preferably at the State level
- Contract takeover experience preferably as the new M&O Contractor
- Contract transition experience
- 24 x 7 project staffing
- Operations management
- Job scheduling
- Management of 3rd party product support and version level upgrades
- 2nd level Help Desk Support
- Working in partnership with other project Contractors such as PMO
- Chairing and facilitating meetings on status, prioritization, planning, etc.,
- Partnering with State staff in systems support
- Training State staff
- Infrastructure and system performance monitoring and reporting
- Managing multiple system environments
- Change control
- Quality Assurance
- Public policy at the SME level
- Daily System Health Reports
- Issue and resolution reporting
- Provision of M&O in a shared system environment

Experience of proposed sub-contractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide name, address and phone number for an administrative or managerial customer reference familiar with the bidder's performance. Please use the **Bidder Project Experience** form (Appendix G) to provide this information in this section.

Also, provide an example of an actual client implementation plan, similar in magnitude to the DECSS Maintenance and Operations Services, including staff, dates, milestones, deliverables, and resources.

6.3 Business Proposal Contents

The business proposal will contain all project costs along with evidence of the bidder's financial stability.

6.3.1 Project Cost Information (Section A)

The bidder shall provide costs for the project as outlined in Appendix E.

In completing the cost schedules, rounding should not be used. A total must equal the sum of its detail/subtotals; a subtotal must equal the sum of its details.

The Total Costs shown in Schedule E2 must include all costs that the selected Contractor will be paid by DHSS under this contract.

Cost information must only be included in the Business Proposal. No cost information should be listed in the Technical Proposal.

6.3.2 Contractor Stability and Resources (Section B)

The bidder shall describe its corporate stability and resources that will allow it to complete a project of this scale and meet all of the requirements contained in this RFP. The bidder's demonstration of its financial solvency and sufficiency of corporate resources is dependent upon whether the bidder's organization is publicly held or not:

- If the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports and financial statements, a recent Dun and Bradstreet credit report, and the name, address, and telephone number of a responsible representative of the bidder's principle financial or banking organization; include this information with copy of the Technical Proposal and reference the enclosure as the response to this subsection; or
- If the bidder is not a publicly held corporation, the bidder may either comply with the preceding paragraph or describe the bidding organization, including size, longevity, client base, areas of specialization and expertise, a recent Dun and Bradstreet credit report, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate a determination about the stability and financial strength of the bidding organization; also to be provided is a bank reference and a credit rating (with the name of the rating service); and
- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.
- This level of detail must also be provided for any sub-contractor(s) who are proposed to complete at least ten (10) percent of the proposed scope of work.

7 Terms and Conditions

The following provisions constitute the terms and conditions of the contractual agreement between the State of Delaware, Department of Health and Social Services (DHSS) and its Contractor. This section contains terms and conditions specific to this RFP. State of Delaware general terms and conditions are contained in Attachment A of the RFP.

7.1 Contract Composition

The contract will contain an order of precedence clause that specifies the documents composing the entire contract plus an order of precedence among these documents. The following is an example:

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the Federal government and the State of Delaware.

The term "Contract Documents" shall mean the documents listed in this Section. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

1. Standard GSS Contract (pages 1 – n of this contract)
2. Division Requirements
3. Signed Business Associates Agreement (as applicable)
4. Signed Terms and Conditions Document (as applicable)
5. RFP Amendment(s)
6. Published RFP
7. Amendment(s) to Contractor Proposal
8. Contractor Proposal
9. Other Informational Documents

7.2 Payment for Services Rendered

Services will be bound by a **firm fixed price contract**. The firm fixed price will be the Total Cost shown in Schedule E1 (Appendix E). Payments will be made based upon the Contractor's satisfactory completion and State approval of the identified scheduled milestones. Invoices will be submitted monthly and will list all tasks associated with that month's activities that have been completed and approved by the State. Inaccurate invoices will be returned to the Contractor unpaid for correction and resubmission. The State will establish an SLA with the Contractor as part of contract negotiations.

7.3 Contract Term

The term of the contract is 2 (two) years from contract signature. At the State's sole discretion the contract may be extended for up to (3) three, 1 (one) year extensions.

7.4 Contractor Personnel

At any time and at its sole discretion, DCSS shall have the right to require the Contractor to remove any individual (either Contractor or sub-contractor) from his/her assignment to this contract if, in the opinion of DCSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. DCSS will notify the Contractor of this issue in writing and Contractor will immediately comply. The State shall not

be invoiced for any further work by this individual after this notification. If the Contractor must make a staff substitution for whatever reason, a staff person with equivalent or better qualifications and experience will be proposed to the State as soon as possible. This proposed candidate will be subject to the same qualifying procedures as the original candidate. The State Project Director and Project IRM Manager must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the Contractor's choice to reassign a staff member, DCSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DCSS may choose to waive its right to reduce payments if the proposed replacement staff member can be approved and can assume the vacated position immediately upon its vacancy.

7.5 DTI Requirements

http://iso.delaware.gov/document/Sample_Contract_RFP_Clauses.doc

7.6 Funding

This contract is dependent upon the appropriation of the necessary funding. DCSS reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet its funding limitations and processing constraints.

7.7 Confidentiality

The Contractor shall safeguard any client information and other confidential information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require.

7.8 Method of Payment

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The Contractor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7.9 Contract Transition

In the event the Division awards the contract for DECSS Maintenance and Operations Services to another Contractor, through contract expiration or termination of this contract, the DDI Vendor will develop a transition out plan to facilitate a smooth transition of contracted functions to an M&O Contractor. The M&O Contractor shall include and delineate the costs associated with jointly developing the transition plan, as well as their project management and knowledge transfer labor expectations in the proposal to execute the transition plan. This transition/close out plan must be approved by the Division.

8 Appendices

Appendices referenced in Attachment B/Scope of Work are included in this section of the RFP. The following are included for the bidder's use in submitting a proposal.

- A. Minimum Mandatory Submission Requirements Checklist**
- B. Certification Sheet and Statement of Compliance**
- C. Key Position Resume**
- D. Website Links**
- E. Project Cost Forms**
- F. Crosswalk of RFP Section 4**
- G. Bidder Project Experience**
- H. Bidder Contact Information**
- I. Criminal Background Check Instructions**
- J. Federal, State and Private Interface Partners Matrix**
- K. Batch Schedules (Due to document size, see Appendix K and link on: <http://bids.delaware.gov/>)**
- L. Cyber Security and Data Breach Policy**
- M. IRS Safeguarding Language for IT Services**
- N. System Architecture Diagram (redacted)**

The following Appendices must be completed by all bidders and included as part of the specified proposal:

- Technical Proposal - Appendices A, B, C, F, G

Note: Appendix H is to be submitted at the mandatory pre-bid meeting. Do not include as part of your proposal submission. See Section 6.2 for further instructions.

- Business Proposal – Appendix E

Appendix

A. Minimum Mandatory Submission Requirements Checklist

APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS CHECKLIST

Each Contractor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining Contractor proposal package shall identify how the Contractor proposes meeting the contract requirements and shall include pricing. Contractors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2 in RFP). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3 of RFP) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4 of RFP) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5 of RFP) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Sub-contractor Information Form (See Attachment 6 of RFP) for each sub-contractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9 of RFP)
10. One (1) complete OSD application (See link on Attachment 10 of RFP) – only provide if applicable

The items listed above provide the basis for evaluating each Contractor's proposal. **Failure to provide all appropriate information may deem the submitting Contractor as "non-responsive" and exclude the Contractor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Contractors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the Contractor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**

2. Six (6) electronic copies of the Contractor proposal saved to CD or DVD media disk, or USB drive. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disc).

Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted in the correct number of disk copies containing the Technical and Business proposals	6.1	
Each proposal disk is labeled correctly	6.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	6.2.1	
The proposal contains a single solution in terms of this project	6.1.4	
Bidder/Proposed Sub-contractor has appropriate project experience	6.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal disks have been scanned and are free from viruses and other malicious software.	6.1	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	Attachment A	
Completed Project Cost Forms	Appendix E	
Firm fixed price contract proposed	7.2	
Proposal includes required resumes	6.2 & Appendix C	
Technical proposal is submitted with a completed, duly signed and dated copy of the Mandatory Submission Requirements Checklist	6.2.1 & Appendix A	
Completed Crosswalk of RFP Section 4	6.2.5 & Appendix F	
Completed Bidder Project Experience Form	Appendix G	
Completed Bidder Contact Information Form	Appendix H	
DHSS-Specific Security Requirements	4.5	

Signature of Authorized Representative

Title/Company

Date

Appendix

B. Certification Sheet and Statement of Compliance



Delaware Health and Social Services
Division of Child Support Services

DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

As the official representative for the bidder, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the Contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other Contractor or to any competitor; and
- i. No attempt has been made or will be made by the Contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of_____.
- l. The referenced bidder has neither directly or 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 Delaware Health and Social Services.
- m. The referenced bidder agrees 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.

n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative

PROCUREMENT

STATEMENT OF COMPLIANCE

As the official representative for the contractor, I Certify that on behalf of the agency that _____ (Company name) will comply with all Federal and State of Delaware laws, rules, and regulations, pertaining to equal employment opportunity and affirmative action laws. In addition, compliance will be assured in regard to Federal and State of Delaware laws and Regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: _____

Title: _____

Date: _____

Appendix

C. Key Position Resume

Key Position Resume

Name: _____ Proposed Project Position: _____

Number of years' experience in the proposed position: _____

Number of years' experience in this field of work: _____

Detail Training/Education

(Repeat the format below for as many degrees/certificates as are relevant to this proposal. Dates between training/education may overlap.)

Degree/Certificate

Dates of Training/Education

Detail Experience

(Repeat the format below for as many jobs/projects as are relevant to this proposal. Dates between jobs/projects may overlap.)

Job/Project: _____

Position: _____

From Date: _____

To Date: _____

Description of the tasks this person performed in this job/project. Detail any state or government planning projects and specify the role of the person on each project.

Appendix

D. Website Links

- Information Technology Publications

<http://www.dhss.delaware.gov/dhss/DMS/itpubs.html>

See section entitled “Supportive Documentation for Bidding on Proposals”

- State of Delaware Information Technology Environment Standards

<http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss.it.environment.pdf>

- DTI Requirements

http://iso.delaware.gov/document/Sample_Contract_RFP_Clauses.doc

Appendix

E. Project Cost Forms

E2. Operational Support Cost Schedule

Operational costs are to be listed in the following schedule. Total costs are capped at a 2% inflation rate per year. Operational costs may be categorized separately (i.e. Hosting, Tier 2 Support, Maintenance (up to n hours), etc.) or bidder may choose to bid a single all-inclusive total operational cost per year. Bidder will detail in this section what their responsibilities will be for operational support. Years 1-9 are included in the fixed price of the contract. The State may choose to amend the contract for additional years of operational support at their discretion. Optional year costs will be binding on the Contractor.

Mandatory Contract Cost Breakdown (Years 1-2)

Cost Category	Year 1 Cost	Year 2 Cost
Total		

Optional Contract Cost Breakdown (Years 1-3)

Cost Category	Year 1 Cost
Total	

Cost Category	Year 2 Cost
Total	

Cost Category	Year 1 Cost
Total	

Appendix

F. Crosswalk of RFP Section

Crosswalk of RFP Section 4*Modify this table to include actual phases and deliverables as well as sections added to Section 4*

RFP Section	Proposal Section Number	Proposal Page Number
4.1 DECSS Batch Monitoring and Support		
4.2 Technical Operations and Infrastructure Support		
4.3 Staffing		
4.3.1 On-site Staffing Requirement		
4.3.2 Off-site Work		
4.3.3 Project Manager Requirement		
4.3.4 Project Help Desk Staff Requirement		
4.4.1 Requirement To Comply With HIPAA Regulations and Standards		
4.4.2 Requirement To Comply With IRS Regulations and Standards		
4.5 Requirement To Comply With State Policies and Standards		
4.5.1 Authorizations		
4.5.1.2 Criminal Background Check		
4.5.2 State Personal Data and Security Breach Notifications		
4.5.3 Architecture Requirements		
4.5.3.1 Standard Practices		
4.5.3.2 Confidentiality and Data Integrity		
4.5.3.3 Security Controls		
4.5.3.4 Cyber Security Liability		
4.5.3.5 Information Security		
4.5.3.6 Securing State Data		
4.5.4.1 Encryption of Data in Transit		
4.5.4.2 Ownership of State Data		
4.6 Performance & Capacity Management		
4.7 Backup and Recovery		
4.8 Disaster Recovery		
4.9 Engagement Expectations		
4.9.1 Production Implementation of New Functionality		
4.9.2 Training		
4.9.3 Phase-In/Phase-Out		

This is a template for the crosswalk of Section 4 in the RFP. It links the numbered RFP sections to the sections and page numbers of the bidder's proposal. Bidders are required to fill out this crosswalk completely for each numbered section in Section 4.

Appendix

G. Bidder Project Experience

Bidder Project Experience

Client	
Contact Name	
Telephone No.	
Location Street Address/City State/ZIP	
Location City/State	
Type of Facility	
Comparable Project Experience	
Current Status (WIP/Complete)	
Original Budget	
Completed Budget	
Original Schedule	
Completed Schedule	
Comments:	
<p>Use one page per client. All clients will be used as references and all projects must be completed or work in progress. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer reference familiar with the bidder's performance.</p>	

Appendix

H. Bidder Contact Information



Delaware Health and Social Services
Request for Proposal

Bidder Contact Information

The following information must be filled out for firms interested in bidding on this RFP. This letter has a strict submission deadline date prior to the submission of a proposal. Proposals submitted without prior submission of this form will not be opened. Multiple bidder contacts may be specified.

Bidder Contact(s)

Contact Name	
Email Address	

Authorized Contractor Representative

Printed Name	
Signature	
Phone Number	

Appendix

I. Criminal Background Check Requirement and Instructions

DCSS IT Information Security Program Criminal Background Check Requirement and Instructions

Effective August 2008, all new hires and transfers into Information Technology (IT) positions require a satisfactory criminal background check (CBC) as a condition of hire. Additionally, the Delaware Information Security Policy (DISP) requires Data Stewards to be “a State employee with a cleared background check” and that “personnel have undergone a prescribed screening process/background check and completed appropriate non-disclosure agreements as relevant to their position and level of access.” This includes contractors, sub-contractors, and auditors who have access to non-public data. Anyone who changes jobs after a year, or has a break in service within IT, must go through this CBC process again when accepting an IT position.

Contractor Staff are required to request their own criminal history. For privacy reasons, the SBI and FBI will not mail the results to anyone except requestor, so the results must be delivered to the DCSS Security Manager in a sealed envelope. All costs will be borne by Contractor.

Requirements:

1. The Contractor will ensure that all employees with direct or indirect access to Delaware Child Support information acquire a current Federal and a State/local background check. Background reinvestigations must be conducted within 10 years at a minimum.
2. Federal (FBI) criminal background check must be in compliance with the IRS Publication 1075, Safeguard Procedures Report.
3. State (SBI) background checks are to be completed through local law enforcement and Delaware State Bureau of Identification.
4. Delaware State Bureau of Identification will be able to process both the FBI and SBI CBC's. For costs and more information, their link is:
http://www.dsp.delaware.gov/state_bureau_of_identification.shtml
5. Contractor must validate the employee's eligibility to legally work in the United States (e.g., a United States citizen or foreign citizen with the necessary authorization). Contractor must complete USCIS Form I-9 to document verification of the identity and employment authorization of each new employee hired after November 16, 1986, to work in the United States. Within 3 days of completion, any new employee must also be processed through E-Verify to assist with verification of his/her status and the documents provided with the Form I-9. The E-Verify system is free of charge and can be located at www.uscis.gov/e-verify. Any employee with expiring employment eligibility must be documented and monitored for

continued compliance. Contractor is to retain proof of an employee's ability to work in the United States.

6. The employee will provide the unopened CBC to the appointed Contractor liaison who will forward, via express mail, the unopened CBC to the DCSS Systems Security Manager (SSM).
7. The System Security Manager will review all CBC's to determine suitability to hire.
 - a. If the CBC's indicates that the employee is not a suitability risk, the CBC will be retained.
 - b. If an employee is determined to be an unsuitable hire, DCSS will contact the Contractor liaison immediately. From the point of disclosure, the employee is to be barred from any direct or indirect access to Delaware child support information.
 - c. If an employee's CBC is questionable due to age of the convictions and/or type of conviction, DCSS may request a written statement from the Contractor and/or employee before a final suitability determination is made.
 - d. All CBC's will be kept confidential and held in a secured file and only available to the SSM.

All CBC's are to be completed and provided to DCSS within 90 days of contract execution. If the Contractor is unable to complete all within the 90 days, the Contractor will request an extension with an explanation of the delay and an estimated date of completion.

Either hand-deliver or mail the **SEALED** FBI and SBI envelopes to:

DHSS Division of Child Support Services
 84A Christina Road
 New Castle, DE 19720
 Attn: Stacy Saylor, DCSS Systems Security Manager

Mark envelopes as **CONFIDENTIAL**. The results of the criminal background check will be reviewed and kept completely confidential.

Delaware State Police Troop and State Bureau of Identification Locations

New Castle County	Kent County (Primary Facility)	Sussex County
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<p>State Police Troop 2</p> <p>100 LaGrange Ave Newark, DE 19702 (Between Rts. 72 and 896 on Rt. 40)</p> <p>** By appointment only To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357</p>	<p>State Bureau of Identification</p> <p>655 Bay Road Blue Hen Mall and Corporate Center Suite 1B Dover, DE 19903 Customer Service: 302-739-5871 ** Walk-ins accepted Hours of Operation Monday 9AM – 7PM Tuesday – Friday 9AM – 3PM</p>	<p>State Police Troop 4</p> <p>S DuPont Hwy & Shortly Rd Georgetown, DE 19947 (Across from DelDOT & State Service Center)</p> <p>** By appointment only (every other Wednesday) To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357</p>
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Appendix

J. Federal, State and Private Interface Partner Matrix

Division of Child Support Services Interface Partner Matrix

STATE PARTNERS	File Delivery Process	Frequency/Direction	Purpose
ARMS (DHSS/DMS) Audit Recovery Management Services	n/a	n/a	n/a
DELJIS/Department of Justice DE Judicial Information System	SFTP (2)	Weekly/Out	List of all NCPs.
		Weekly/In	Incarceration, probation, capias, locate for matched NCPs.
DFS/DMSS (DSCYF) Division of Family Services	SFTP (5)	Daily/In	DFS Foster Care Case Referrals
		Daily/Out	DECSS Foster Care Case Updates.
		Daily/In	FACTS Foster Care Case Updates
		Monthly/Out	DCSS Collections on Foster Care Cases.
		Monthly/In	DFS Cost of Care Data.
DFW (DNREC) Division of Fish and Wildlife	SFTP (2)	Weekly/In	Full file for locate and recreation license data.
		Daily/Out	NCPs eligible for license suspension or reinstatement.
DIA (DOL) Division of Industrial Affairs	SFTP (1)	Weekly/In	Full file for locate & insurance claim data.
DMMA (DHSS) Division of Medicaid and Medical Assistance	SFTP (3)	Monthly/Out	Participant & insurance data for cases where ordered.
		Weekly/In	Insurance data for matched participants.
		Weekly/In	Insurance company names and data to load in DECSS.
DMV (DeIDOT) Division of Motor Vehicles	SFTP (2)	Daily/Out	NCPs for locate, license suspension or reinstatement.
		Daily/In	Locate and license status data for matched NCPs.
DOR (DOF) Division of Revenue	SFTP (5)	Weekly/In	Full business license file for locate & license data.
		Daily/Out	NCPs eligible for license suspension or reinstatement.
		Weekly/Out	NCPs eligible for State Tax and Lottery intercept.
		Weekly/Out	NCPs for locate against State Tax database.
		Weekly/In	Locate data for NCPs matched in State Tax database.
		Weekly to PNC	Data/funds of NCPs whose refund/lottery was intercepted.
DPR (DOS) Division of Professional Regulations	SFTP (2)	Weekly/In	Full file for locate and professional license data.
		Daily/Out	NCPs eligible for license suspension or reinstatement.
DSS (DHSS) Division of Social Services	SFTP(3)	Daily/In	IV-A referrals and case updates.
		Daily/In	Medicaid terminations.
		Daily/Out	TANF, Medicaid, & POC case updates.
		Monthly/In	TANF terminations.
		Monthly/In	IV-A grant data; also disregard data for previous month.
		Monthly/Out	Monthly support collections posted to IV-A cases.
		Monthly/Out	Monthly support collections posted to NPA cases.

DTI Department of Technology and Information	n/a	n/a	n/a
DUI (DOL) Division of Unemployment Insurance	SFTP (2)	Weekly/Out	NCPs eligible for unemployment withholding.
		Quarterly/In	Full quarterly wage file for job history, locate and IW data.
	SFTP	Weekly to SDU	Data regarding NCPs whose unemployment was withheld.
	SFTP (1)	Monthly	DUI provides monthly New Employer List file for Maximus outreach purposes. IRM makes file available to Maximus.
Family Court	SFTP (7)	Daily/Out	Petitions, Motions and NOAAs (with PDFs).
		Daily/In	Response to #24 and additional IVD case updates.
		Daily/In	Non-IVD Case Referrals.
		Daily/In	Order information for IVD cases.
		Daily/Out	New Service Address (with PDFs).
		Daily/In	Last Known Court Address Updates.
		Daily/Out	Employer Information.
IRM (DHSS/DMS) Information Resource Management	n/a	n/a	n/a
MCI Master Client Index	Web Service (2)	Real Time; Batch	Real time interface with MCI database
		Real Time; Batch	Real time interface with MCI database
OVS (DHSS/DPH) Office of Vital Statistics	SFTP (1)	Weekly/In	Children with paternity established via VAP program.
PQC (DHSS/DMS) Planning and Quality Control	n/a	n/a	n/a
SDU (DHSS/DCSS) State Disbursement Unit Informatix – RAPID	SFTP (3)	Daily/In	Collections File
		Daily/Out	Collections Reconciliation File
		Daily/Out	Participant File
Treasury Office of the State Treasurer	SFTP (1)	Out	Escheatment
VRU (DHSS/DCSS) Voice Response Unit	SFTP (1)	Daily/Out	Extract for VRU

PRIVATE PARTNERS: Utilities & Wireless	File Delivery Process	Frequency/Direction	Purpose
Artesian Water	SFTP (2)	Quarterly/Out (First business day Jan. Apr. Jul. Oct.)	Members with unconfirmed or no address.
		Quarterly/In (Third business day Jan. Apr. Jul. Oct.)	Locate data for matched individuals.
Delmarva Power	SFTP (2)	Quarterly/Out (First business day Jan. Apr. Jul. Oct.)	Members with unconfirmed or no address.

		Quarterly/In (Third business day Jan. Apr. Jul. Oct.)	Locate data for matched individuals.
Sprint Wireless	L-Site (2)	Quarterly/Out (First business day Jan. Apr. Jul. Oct.)	Members with unconfirmed or no address.
		Quarterly/In (Last business day Jan. Apr. Jul. Oct.)	Locate data for matched individuals.
United Water	SFTP (2)	Quarterly/Out (First business day Jan. Apr. Jul. Oct.)	Members with unconfirmed or no address.
		Quarterly/In (Third business day Jan. Apr. Jul. Oct.)	Locate data for matched individuals.
Verizon Wireless	Web Portal (2)	Quarterly/Out (First business day Jan. Apr. Jul. Oct.)	Members with unconfirmed or no address.
		Quarterly/In (Last business day Jan. Apr. Jul. Oct.)	Locate data for matched individuals.
Accurint	Web	n/a	Locate
CSLN Child Support Lien Network; State of Rhode Island	SFTP (3)	Monthly/Out	List of NCPs eligible for insurance intercept.
		Daily/In	Data for matched NCPs and NCPs subsequently noticed.
		Daily/Out	Instructions regarding notices to send.
Delaware Park	SFTP (1)	Weekly/Out	List of NCPs eligible for video lottery intercept.
Dover Downs	SFTP (1)	Weekly/Out	List of NCPs eligible for video lottery intercept.
Experian Credit Bureau	SFTP (1)	Monthly/Out (last work day, second week)	Report eligible NCPs to Credit Bureau.
FIS Fidelity Investment Services Stored Card (SVC)	SFTP (3)	Out	Set up SVC Card, get account number.
		Out	Address update.
		In	Set up SVC Card, get account number.
FIDM Financial Institute Data Match; State of South Carolina/ Interstate Data Exchange Consortium	SFTP (2)	Monthly/Out	List of NCPs eligible for lien/levy.
		Weekly/In	Data for matched NCPs.
Harrington Raceway	SFTP (1)	Weekly/Out	List of NCPs eligible for video lottery intercept.
Informatix iPay Online	ACH to Rapid	Daily/into Rapid Daily/Into Rapid when file exists from Informatix server	Electronic Funds Transfer from PNC ACH into Rapid
Informatix RAPID State Disbursement Unit (SDU)	SFTP (4)	Daily/In	Collections File - file created as a result of Close Bank day in Rapid
		Daily/Out to PNC and	Collections Reconciliation File- File Created as a

		DECSS	result of Send to Target process during Close Bank Day in Rapid
		Daily/Out to Rapid Daily to PNC from Rapid	Participant File - <i>has all members info with cases in DECSS</i> Image Cash Letter – all cash money to go to PNC by courier for the day
Informatix TouchPay Office of State Court Collections Enforcement (OSCCE)	EFT to PNC to Rapid	#6 above	Purge and Bail payments made at kiosks with the court and parole offices
Innovis Credit Bureau	SFTP (1)	Monthly/Out (last work day, second week)	Report eligible NCPs to Credit Bureau.
LabCorp	Web (1)	Daily/In	LabCorp web service provides DECSS with data on results of tests performed as requested by DCSS or Family Court.
MAXIMUS New Hire Vendor	SFTP (1)	Daily/In	New Hire data is reported by employers at the SDNH website; Max sends file to DECSS and copy to NDNH
	SFTP (1)	Quarterly	IRM makes DOL/DUI Quarterly Wage file #32 available to Maximus for pick-up for employer outreach purposes.
	SFTP (1)	Monthly	IRM makes a DOL monthly New Employer List file (employers registering to file UI taxes for first time) available to Maximus for employer outreach purposes.
		Biweekly	PHRST provides DCSS Systems a biweekly file of State New Hires. DCSS Systems forwards the biweekly file of State New Hires to Maximus.
PNC Bank	VPN-FTP (4)	Daily/Out	Positive Pay and Voids.
		Daily/In	Cleared checks, stops, voids, debits and credits.
		Daily/Out	PNOTE and EFT Disbursements.
		Daily/In	PNOTE and EFT/SVC rejects.
West Virginia/IPACT Interstate Paternity Acknowledgement Certification Transmission	Web	Access as needed.	DCSS accesses the West Virginia Vital Registration Office directly for vital records data and is charged for copies of records requested.

Appendix

K. Batch Schedules

See link for the DECSS Maintenance and Operations Services RFP at <http://bids.delaware.gov/> due to the size of this attachment.

Appendix

L. Cyber Responsibilities, Liability and Insurance

Contractor Protection of Customer Data

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

B. Definitions

Data Breach

1. In general the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in :
 - 1.1 The unauthorized acquisition of personally identifiable information (PII); or
 - 1.2 Access to PII that is for an unauthorized purpose, or in excess of authorization.

2. Exclusion

- 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
 - 1.1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, State, and/or zip code), Phone Number, Passwords, PINs, Federal or State tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.
2. Information or data that meets the definition ascribed to the term “Personal Information” under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

Customer Data

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

Security Incident

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

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

Contractor shall notify State of Delaware, Department of Technology and Information (DTI) and Department of Health and Social Services (DHSS) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.

- 1.1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI and DHSS.
- 1.2 Should any corrective action resultant from Section C.1.1 above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
- 1.3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
- 1.4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:
 - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
 - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
 - 1.4.3. Meet and confer with representatives of DTI and DHSS regarding required remedial action in relation to any such data breach without unreasonable delay.
 - 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss

- 1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services

2. Covered Disclosure

- 2.1 The disclosure of Customer Data as a result of a successful Security Incident.

3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which

proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

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

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

F. Compliance

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

G. Media Notice

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

H. Points of Contact – Data Breach

1. State of Delaware

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

Department of Health and Social Services
 John Pasquale, Chief Security Officer
john.pasquale@state.de.us; 302.255.9180

Appendix

M. IRS Safeguarding Contract Language for IT Services

Appendix M
IRS Safeguarding Contract Language

For Technology Services Publication 1075

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either

with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

Appendix

N. System Architecture Diagram (redacted)

Server Name	Cluster	VM or Phys (V/P)	Major Function	OS Type	Domain	Memory	Storage	Storage Total
Production								
csprdcsec1n1	csprdcsecls1	P	SQL	Windows Server 2008 R2 Enterprise SP1	DB	48GB	C=136GB (OS) x 5, E=1GB, L=600GB, K=50GB, I=100GB, F=1GB, W=200GB, J=100GB, G=375GB	4TB
csprdcsec1n2		P	SQL	Windows Server 2008 R2 Enterprise SP1	DB	48GB	, H=375GB, P=100GB, M=1GB, Q=100GB, N=270GB, O=270GB	
csprdcsec1n3		P	SQL	Windows Server 2008 R2 Enterprise SP1	DB	48GB	, U=100GB, R=1GB, V=100GB, S=270GB, T=270GB	
csprdcsec1n4		P	SQL	Windows Server 2008 R2 Enterprise SP1	DB	48GB		
csprdcsec1n5		P	SQL	Windows Server 2008 R2 Enterprise SP1	DB	48GB		
csprdecsswb01	single node	P	Web Server	Windows Web Server 2008 R2 SP1	workgroup	12GB	C=136GB (OS), F=30GB	166GB
csprdecsswb02	single node	P	Web Server	Windows Web Server 2008 R2 SP1	workgroup	12GB	C=136GB (OS), F=30GB	166GB
csprdecssap01	csprmsmqcls1	V	MS MQ	Windows Server 2008 R2 Standard SP1	Apps	12GB	C=50GB (OS) x 2, E=1GB, F=200GB	301GB

csprdecssap02		V	MS MQ	Windows Server 2008 R2 Standard SP1	Apps	12GB		
csprdecssfp01	cspbatchcls 1	V	Batch	Windows Server 2008 R2 Standard SP1	Apps	16GB	C=75GB (OS) x 2, E=1GB, G=10GB, W=600GB	761GB
csprdecssfp02		V	Batch	Windows Server 2008 R2 Standard SP1	Apps	16GB		
csprdecssap03	single node	V	Application	Windows Web Server 2008 R2 SP1	Apps	32GB	C=100GB (OS), F=70GB	170GB
csprdecssap04	single node	V	Application	Windows Web Server 2008 R2 SP1	Apps	32GB	C=100GB (OS), F=70GB	170GB
csprdecssap05	single node	V	Experian QAS	Windows Server 2008 R2 Standard SP1	DB	12GB	C=50GB (OS), D=20GB	70GB
csprdecssap06	single node	V	Sharepoint	Windows Server 2008 R2 Standard SP1	Apps	4GB	C=50GB (OS), D=100GB	150GB
cstsfftmgwb01	single node	V	TMG server	Windows Server 2008 R2 Standard	workgroup	4GB	C=30GB (OS), D=10GB	40GB
Production VM Hosts								
csncp08a01	DECSS - PROD	P	VM Host	VMware ESXi 5.0		48GB		
csncp08a02		P	VM Host	VMware ESXi 5.0		48GB		
csncp08a03		P	VM Host	VMware ESXi 5.0		48GB		

UAT / Training								
cstsdsec1n1	cstsdcsecls1 (TSDCSEDB1) (TSDCSEDB2)	P	SQL	Windows Server 2008 R2 Enterprise SP1	DB	48GB	C=136GB (OS) x 2, E=1GB, L=500GB, K=80GB,	3.2TB
cstsdsec1n2		P	SQL	Windows Server 2008 R2 Enterprise SP1	DB	48GB	I=400GB, F=1GB, W=30GB, J=160GB, G=450GB, H=450GB, P=200GB, M=1GB, Q=110GB, N=250GB, O=250GB	
cstrdecssap01	cstrmsmqcls1 (cstrmsmqinst)	V	MS MQ - Training	Windows Server 2008 R2 Enterprise SP1	Apps	12GB	C=30GB (OS) x 2, E=1GB, F=40GB	101GB
cstrdecssap02		V	MS MQ - Training	Windows Server 2008 R2 Enterprise SP1	Apps	12GB		
csuadecssap01	csuamsmqcls1	V	MS MQ - UAT	Windows Server 2008 R2 Enterprise SP1	Apps	8GB	C=30GB (OS) x 2, E=1GB, F=1GB, G=40GB	102GB
csuadecssap02		V	MS MQ - UAT	Windows Server 2008 R2 Enterprise SP1	Apps	8GB		
csuadecssfp01	csuabatchcls1	V	Batch	Windows Server 2008 R2 Enterprise SP1	Apps	12GB	C=75GB (OS) x 2, E=1GB, W=40GB, G=10GB,	211GB

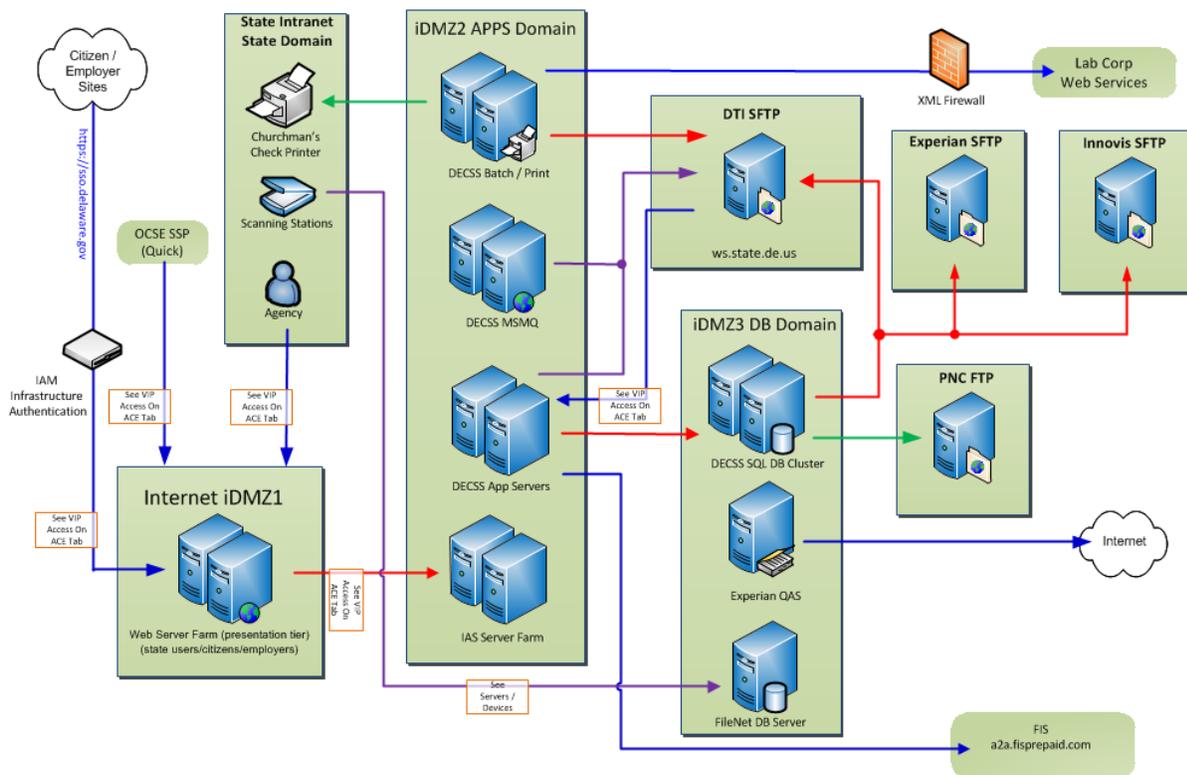
csuadecssfp02		V	Batch	Windows Server 2008 R2 Enterprise SP1	Apps	12GB	H=10GB	
cstrdecssap03	single node	V	App - Training	Windows Web Server 2008 R2 SP1	Apps	4GB	C=30GB (OS), F=70GB	100GB
cstrdecssap04	single node	V	App - Training	Windows Web Server 2008 R2 SP1	Apps	4GB	C=30GB (OS), F=70GB	100GB
csuadecssap03	single node	V	App - UAT	Windows Web Server 2008 R2 SP1	Apps	8GB	C=30GB (OS), F=70GB	100GB
csuadecssap04	single node	V	App - UAT	Windows Web Server 2008 R2 SP1	Apps	8GB	C=30GB (OS), F=70GB	100GB
cstrdecsswb01	single node	P	Web - Training	Windows Web Server 2008 R2	workgroup	12GB	C=136GB (OS), F=60GB	196GB
cstrdecsswb02	single node	P	Web - Training	Windows Web Server 2008 R2	workgroup	12GB	C=136GB (OS), F=60GB	196GB
csuadecsswb01	single node	P	Web - UAT	Windows Web Server 2008 R2 SP1	workgroup	12GB	C=136GB (OS), F=60GB	196GB
csuadecsswb02	single node	P	Web - UAT	Windows Web Server 2008 R2 SP1	workgroup	12GB	C=136GB (OS), F=60GB	196GB
csuadecssap05	single node	V	Experian QAS	Windows Server 2008 R2 Standard SP1	DB	12GB	C=30GB (OS), F=20GB	50GB
UAT / Training VM Hosts								
csncp08b01	DECSS - UAT	P	VM Host	VMware ESXi 5.0		48GB		
csncp08b02		P	VM Host	VMware ESXi 5.0		48GB		

csncp08b03		P	VM Host	VMware ESXi 5.0		48GB		
Development (SIT / DEV)								
csdvdecssap01	single node	V	MS MQ - DEV	Windows Server 2008 R2 Standard SP1	Appsd ev	4GB	C=50GB (OS)	50GB
csdvdecssap03	single node	V	Apps - DEV	Windows Web Server 2008 R2 SP1	Appsd ev	4GB	C=100GB (OS)	100GB
csdvdecssap05	single node	V	QAS - SIT / DEV	Windows Server 2008 R2 Standard	Appsd ev	8GB	C=50GB (OS), F=50GB	100GB
csdvdecssf01	single node	V	Batch - DEV	Windows Server 2008 R2 Standard	Appsd ev	4GB	C=50GB (OS), W=100GB	150GB
csdvdecsswb01	single node	V	Web - DEV	Windows Web Server 2008 R2 SP1	Appsd ev	4GB	C=50GB (OS), F=50GB	100GB
cstsdecssap01	single node	V	MS MQ - SIT	Windows Server 2008 R2 Standard SP1	Appsd ev	4GB	C=50GB (OS)	50GB
cstsdecssap03	single node	V	App - SIT	Windows Web Server 2008 R2 SP1	Appsd ev	16GB	C=100GB (OS)	100GB
cstsdecssap04	single node	V	App - SIT	Windows Web Server 2008 R2 SP1	Appsd ev	16GB	C=100GB (OS)	100GB
cstsdecssf01	single node	V	Batch - SIT	Windows Server 2008 R2 Standard	Appsd ev	6GB	C=100GB (OS), E=40GB, G=10GB,	200GB

				SP1			H=10GB, W=40GB	
cstsdecsswb01	single node	V	Web - SIT	Windows Web Server 2008 R2 SP1	Appsd ev	6GB	C=40GB (OS)	40GB
cstsdecsswb02	single node	V	Web - SIT	Windows Web Server 2008 R2 SP1	Appsd ev	6GB	C=50GB (OS)	50GB
csdvdb01	single node	V	SQL	Windows Server 2008 R2 Enterprise SP1	Appsd ev	48GB	C=50GB (OS), E=900GB , F=400GB , G=210GB , H=300GB , P=10GB, W=200GB	2TB
csdvmci01	single node	V	SQL	Windows Server 2008 R2 Enterprise SP1	Appsd ev	16GB	C=40GB (OS), E=500GB , F=100GB , G=60GB, M=10GB	710GB
csprftsapp01	single node	V	SQL	Windows Server 2008 R2 Standard SP1	Apps	4GB	C=150GB (OS)	150GB
SIT / DEV VM Hosts								
csnco08a01	csnco08a	P	VM Host	VMware ESXi 5.0		192GB		
csnco08a02		P	VM Host	VMware ESXi 5.0		384GB		
csnco08a03		P	VM Host	VMware ESXi 5.0		384GB		
csnco08a04		P	VM Host	VMware ESXi 5.0		384GB		

csnco08a05		P	VM Host	VMware ESXi 5.0		384GB		
csnco08a06		P	VM Host	VMware ESXi 5.0		192GB		

DCSS – DECSS PRODUCTION ENVIRONMENT ARCHITECTURE DIAGRAM



Drawing Name: DECSS – PROD Environment	Description: DCSS – DECSS Production Architecture Diagram	 Information Resources Management Delaware Health and Social Services Confidential Information
Creation Date: 02-15-2010	Rev: 1.7	
File Name: PROD Architecture Diagram_v1.7	Revision Date: October 10, 2016	
Page: 1 of 5	Revision Engineer: Shawn Wyatt	