

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
IT BUSINESS CONTINUITY (BC) AND DISASTER RECOVERY (DR) SERVICES AND  
SOLUTIONS  
ISSUED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF  
MANAGEMENT SERVICES  
CONTRACT NUMBER HSS-19-026**

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**I. Overview**

The State of Delaware, Delaware Health and Social Services (DHSS), Division of Management Services (DMS), Information Resource Management (IRM), seeks professional services to provide business continuity and disaster recovery services and solutions. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice	Date: March 15, 2019
Deadline for Questions	Date: March 29, 2019
Pre-Bid Meeting	Date: April 4, 2019 at 1:00pm
Response to Questions Posted by:	Date: April 18, 2019
Deadline for Receipt of Proposals	Date: May 3, 2019 at 11:00 AM (Local Time)

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Estimated Notification of Award

Date: June 10, 2019

Each proposal must be accompanied by a transmittal letter, which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, vendors may refer to the Delaware Department of Technology and Information (DTI) identified terms and conditions included in this solicitation.

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

**MANDATORY PREBID MEETING**

A non-mandatory pre-bid meeting has been scheduled for RFP HSS-19-026, on April 4, 2019, at 1:00pm at 1901 N DuPont Highway, New Castle DE, 19720, Biggs Building Door 1, Conference Room 101.

To ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to two (2) individuals. Bidders should RSVP to [DHSS DMS dmsprocure@delaware.gov](mailto:DHSS_DMS_dmsprocure@delaware.gov).

**II. Scope of Services**

**A. Purpose**

The State intends to enhance the current Business Continuity (BC)/Disaster Recovery (DR) capabilities to ensure minimal downtime for critical systems serving Delaware's citizens in the event of an outage to the primary IT systems.

The State of Delaware is requesting proposals for services and solutions in furtherance of the disaster recovery and business continuity efforts. The purpose of this Request for Proposals (RFP) is to select one or more qualified Vendors to provide the services described above. It is the intent of this solicitation to identify qualified Vendors to enter into a contract(s) with DHSS and potentially other State agencies for an initial term of five years with (5) one-year renewable options. Selected Vendors must submit an annual certification that they are still compliant with the mandatory minimum requirements and technical specifications of the RFP. Other State agencies who leverage this solicitation will submit separate Statements of Work to the Selected Vendors for pricing.

This bid for solutions and services objective is to provide the State with a selection of high-quality providers that provide business continuity and disaster recovery services and solutions. This will ultimately increase the State of Delaware's overall efficiency, reduce costs, improve operational scalability, increase collaboration efficiencies, and allow for expanded flexibility in work practices and system improvements.

## **B. Background**

The mission of DHSS is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. DHSS is comprised of eleven divisions as follows:

- Division of Substance Abuse and Mental Health (DSAMH)
- Division of Child Support Services (DCSS)
- Division of Health Care Quality (DHCQ)
- Division of Management Services (DMS)
- Division of Developmental Disabilities Services (DDDS)
- Division of Public Health (DPH)
- Division of Services for Aging and Adults with Physical Disabilities (DSAAPD)
- Division of Social Services (DSS)
- Division of Medicaid and Medical Assistance (DMMA)
- Division of State Service Centers (DSSC)
- Division for the Visually Impaired (DVI)

## **C. Project Goals**

The State is seeking to establish Disaster Recovery Services and Solutions through a contract with an approved vendor or vendors utilizing Cloud technology and innovative, cost effective, and robust solutions.

Factors considered in these services are:

- Disaster Recovery as a Service (DRaaS)
- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)
- Storage as a Service (STaaS)
- Backup as a Service (BaaS)
- Web as a Service (WaaS)

## **D.1 Requirements**

The resulting contract(s) will provide State Agencies with access to technical capabilities that execute in cloud environments and meet the National Institute for Standards and Technology (NIST) Essential Characteristics.

Sub-categories in the scope are the three NIST Service Models, Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS).

The awarded contracts will allow Participating Entities to choose cloud solutions that meet the following descriptions:

- Commercially available cloud computing services
- Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing

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- Open to all deployment models (private, public, community or hybrid), vendors specify deployment models

The purpose of the Request for Proposal (RFP) is to seek providers who can demonstrate all of the following:

- Exhibit A: Information Resource Management (IRM) Requirements

**D-2 Technical Requirements**

Selected vendor may be required to provide verification that the service follows the State Security Standards as stated on the Delaware Technology and Information (DTI) website: <https://dti.delaware.gov/information/standards-policies.shtml>.

Appendix C: Terms and Conditions Governing Cloud Services Policy  
Appendix D: Delaware Cloud Services Terms and Conditions Agreement  
Appendix E: State Information Technology Requirements

**III. Required Information**

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

**A. Minimum Requirements**

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise in Disaster Recovery (DR) and Business Continuity (BC) and Technology
3. Expertise in the provision of cloud services
4. Capacity to meet requirements (size, financial condition, etc.)
5. Location (geographical)
6. Demonstrated ability
7. Familiarity with public work and its requirements

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8. Distribution of work to individuals and firms or economic considerations
9. Other criteria necessary for a quality cost-effective project

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

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

**2. Obtaining Copies of the RFP**

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

**3. Assistance to Vendors with a Disability**

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

**4. RFP Designated Contact**

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

Alfred C Finch Jr.  
1901 N DuPont Highway,  
Herman Holloway Sr. Campus: Biggs Building  
New Castle, Delaware 19720  
[alfred.finch@delaware.gov](mailto:alfred.finch@delaware.gov)

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

**5. Consultants and Legal Counsel**

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

**6. Contact with State Employees**

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

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**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 8 paper copies and 8 electronic copies on CD or DVD media disk. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

**HARD COPIES**

Each required copy must contain the following sections:

1. Technical Proposal
2. Business Proposal/Budget – Budget must not be included in or attached to the Technical Proposal.

**ELECTRONIC COPIES**

Each required CD or DVD must contain a minimum of two files as follows:

1. Technical Proposal – One document in PDF or Word Format
2. Business Proposal – In Excel or Word

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time)** on April 26, 2019. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Jones**  
**Purchasing Services Administrator**  
**Department of Health and Social Services**  
**Procurement Branch**  
**Main Admin Bldg., Sullivan Street**  
**2<sup>nd</sup> floor –Room #257**  
**1901 N. DuPont Hwy**  
**Herman Holloway Campus**  
**New Castle, DE 19720**  
[dhss\\_dms\\_dmsprocure@delaware.gov](mailto:dhss_dms_dmsprocure@delaware.gov)

**Bidders are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS-19-026” on the outside of the bid submission package.**

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

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

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

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

**5. Proposal Expiration Date**

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Prices quoted in the proposal shall remain fixed and binding on the bidder at least through September 1, 2019. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

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

**7. Proposal Opening**

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

There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with Executive Order # 31 and Title 29, Delaware Code, Chapter 100.

**8. Non-Conforming Proposals**

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

**9. Concise Proposals**

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

**10. Realistic Proposals**

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

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

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be



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available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

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

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

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

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

#### **12. Price Not Confidential**

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

**13. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

**a. Primary Vendor**

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

**b. Sub-contracting**

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

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

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

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**14. Sub-Contracting**

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

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

**15. Discrepancies and Omissions**

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

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

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than March 29, 2019. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of April 18, 2019. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

**16. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act

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as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

### **17. State's Right to Cancel Solicitation**

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

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

### **18. State's Right to Award Multiple Source Contracting**

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

### **19. Potential Contract Overlap**

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

### **20. Supplemental Solicitation**

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

### **21. Notification of Withdrawal of Proposal**

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

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

### **22. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is

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not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

### **23. Exceptions to the RFP**

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

### **23. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

### **24. Award of Contract**

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

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

#### **a. RFP Award Notifications**

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

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

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

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

### **25. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

## **C. RFP Evaluation Process**

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

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

#### **1. Proposal Evaluation Team**

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

#### **2. Proposal Selection Criteria**

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:

#### **Criteria Weight**

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

	<b>Weight</b>
Scope and Variety of Cloud Solutions	<b>20</b>
Familiarity and experience creating and running similar services including the ability to perform the work in a timely manner, company oversight and on-going support and maintenance.	<b>20</b>
Service Level Agreements (SLA)	<b>10</b>
Service or DataRecovery/ Backup and Disaster Plan	<b>10</b>
Security of Information/Cloud Security Alliance	<b>10</b>
Pricing	<b>20</b>
Data Protection/Data Disposal/Privacy and Security	<b>10</b>
<b>Total</b>	<b>100%</b>
<b>Bidders must circle Yes or No to the following questions and include the answers in their response.</b>	
1) Does the bidder have a Supplier Diversity plan currently in place?	<b>Yes/No</b>
2) Does the bidder have any diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors?	<b>Yes/No</b>
3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.	<b>Yes/No</b>
<b>Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those</b>	

<b>instances where an awarded contract includes subcontracting activity.</b>	
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Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

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

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

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

**2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract



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Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

#### **3. As a Service Subscription**

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

#### **4. General Information**

- a. The term of the contract between the successful bidder and the State shall be for 5 years with 5 optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- h. Vendors are not restricted from offering lower pricing at any time during the contract term.

**5. Collusion or Fraud**

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

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

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

**6. Lobbying and Gratuities**

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

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

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

**7. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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

**8. General Contract Terms**

**a. Independent Contractors**

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

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

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

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

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**c. ACA Safe Harbor**

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

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

**d. Licenses and Permits**

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

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

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

**e. Notice**

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

Alfred C Finch Jr  
1901 N. DuPont Highway  
Herman Holloway Sr. Campus: Biggs Building  
New Castle, Delaware 19802

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### **f. Indemnification**

#### **1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

#### **2. Proprietary Rights Indemnification**

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

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

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

### **g. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Workers' Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.

i. Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

ii. Commercial General Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.

i. Medical/Professional Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

ii. Miscellaneous Errors and Omissions  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

iii. Product Liability  
\$1,000,000 per occurrence/\$3,000,000 aggregate

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

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).

5. The State of Delaware shall not be named as an additional insured.

6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**h. Performance Requirements**

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

**i. BID BOND**

There is no Bid Bond Requirement.

**j. PERFORMANCE BOND**

There is no Performance Bond Requirement.

**k. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

**l. Warranty**

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

**m. Costs and Payment Schedules**

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

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

**n. Price Adjustment**

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial 5 year period, Information Resource Management (IRM) shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any

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increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

**o. Liquidated Damages**

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

**p. Dispute Resolution**

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

If the matter is not resolved by negotiation, as outlined above, or, alternatively, DHSS elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DHSS, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of Delaware Health and Social Services Director, for final and binding arbitration. DHSS reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**q. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Information Resource Management (IRM).

**1. Termination for Cause**

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor



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shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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

#### **2. Termination for Convenience**

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

#### **3. Termination for Non-Appropriations**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### **r. Non-discrimination**

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

#### **s. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling

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agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**t. Vendor Activity**

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

**u. Vendor Responsibility**

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

**v. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**w. Fair Background Check Practices**

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

**x. Vendor Background Check Requirements**

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

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

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Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

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

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

#### **y. Drug Testing Requirements for Large Public Works**

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:  
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

#### **z. Work Product**

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

#### **aa. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**bb. Applicable Law**

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

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

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

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

**cc. Severability**

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

**dd. Assignment Of Antitrust Claims**

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

**ee. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision

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shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**ff. Affirmation**

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

**gg. Audit Access to Records**

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

**hh. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

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6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **W-9** - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-19-026 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

### 1. No Press Releases or Public Disclosure

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

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

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### 2. Definitions of Requirements

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

### 3. Production Environment Requirements

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

## VII. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
  - Exhibit A: Information Resource Management (IRM) Requirements
  - Exhibit B: Delaware Technology and Innovation (DTI) Requirements

*[balance of page is intentionally left blank]*

**IMPORTANT – PLEASE NOTE**

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

**REQUIRED REPORTING**

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Alfred C Finch Jr, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Reporting is required by Executive Order.

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

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during



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the covered periods shall result in a report even if the contract has expired by the report due date.

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**Attachment 1**

**NO PROPOSAL REPLY FORM**

Contract No. HSS-19-026

Contract Title: Information Technology (IT)  
Business Continuity (BC) and Disaster  
Recovery (DR) Services and Solutions

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

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

- 1. We do not wish to participate in the proposal process.
- 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. We do not feel we can be competitive.
- 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 6. We do not sell the items/services on which Proposals are requested.
- 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

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

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

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

**CONTRACT NO.:** HSS-19-026  
**CONTRACT TITLE:** Information Technology (IT) Business Continuity (BC) and Disaster Recovery (DR) Services and Solutions  
**DEADLINE TO RESPOND:** March 19, 2019 at 11:00 AM (Local Time)

**NON-COLLUSION STATEMENT**

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

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

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

COMPANY NAME \_\_\_\_\_ Check one)  
 NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
 (Please type or print) \_\_\_\_\_

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

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

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

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

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

PURCHASE ORDERS SHOULD BE SENT TO:  
 (COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

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

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

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





STATE OF DELAWARE  
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**Attachment 5**

Contract No. HSS-19-026

Contract Title: Information Technology (IT) Business Continuity (BC) and Disaster Recovery (DR) Services and Solutions

**BUSINESS REFERENCES**

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

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

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

1. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of Work Performed:**


2. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of Work Performed:**


3. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of Work Performed:**


**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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Delaware Health and Social Services (DHSS), Division of Management Services (DMS)

**Attachment 6**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. HSS-19-026	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**\* Use a separate form for each subcontractor**

STATE OF DELAWARE  
 Delaware Health and Social Services (DHSS), Division of Management Services (DMS)

Attachment 7

STATE OF DELAWARE  
 MONTHLY USAGE REPORT  
**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title: \_\_\_\_\_

See Below for Transaction Detail

E-mail report to [vendorusage@state.de.us](mailto:vendorusage@state.de.us) no later than the 15th of each month for prior calendar month usage

Check here if there were no transactions for the reporting period

Supplier Name: \_\_\_\_\_  
 Contract Name: \_\_\_\_\_  
 Contract Phone: \_\_\_\_\_

Report Start Date: \_\_\_\_\_  
 Report End Date: \_\_\_\_\_  
 Today's Date: \_\_\_\_\_

Customer Group	Customer Department, School District, or OTHER-Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)	State Contract Item Sales \$	Non-State Contract Item Sales \$	Total Sales \$	Awarded Contract Item YES/NO	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend (Qty x Contract Proposal Price/Rate)

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in EXCEL and sent as an attachment to enter agency email. It shall contain the six-digit department and organization code for each agency and school district.



**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

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

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

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

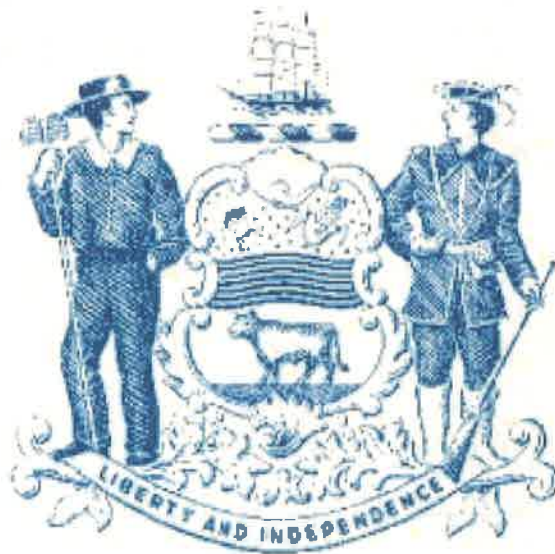
**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

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

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



**Complete application and mail, email or fax to:**

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

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

### Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor 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 vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors 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). 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) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

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

Vendors shall provide proposal packages in the following formats:

1. Ten (10) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Ten (10) electronic copies of the vendor proposal saved to CD or DVD media disk. 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 disk or media).


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**Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

Attached in Exhibit A is the scope of work and technical requirements

Attached in Appendix E are more technical requirements



		STATE OF DELAWARE <b>DEPARTMENT OF TECHNOLOGY AND INFORMATION</b> 801 Silver Lake Blvd. Dover, Delaware 19904	
		<b>Doc Ref Number:</b> SE-CLD-001	<b>Revision Number:</b> 6
<b>Document Type:</b>	Enterprise Policy	<b>Page:</b> 1 of 7	
<b>Policy Title:</b>	Terms and Conditions Governing Cloud Services		

<b>Synopsis:</b>	This policy provides guidance for State of Delaware organizations to utilize offsite or cloud facilities and services, including hosting and computing (XaaS: e.g, Software-, Infrastructure-, Platform-, etc., as-a-Service).		
<b>Authority:</b>	<p>Title 29, Delaware Code, §9004C, - General powers, duties and functions of DTI "2) <i>Implement statewide and interagency technology solutions, policies, standards and guidelines as recommended by the Technology Investment Council on an ongoing basis and the CIO, including, but not limited to, statewide technology and information architectures, statewide information technology plans, development life cycle methodologies, transport facilities, communications protocols, data and information sharing considerations, the technique of obtaining grants involving the State's informational resources and the overall coordination of information technology efforts undertaken by and between the various State agencies;</i>"</p> <p>§9006C – Requirements for agency technology projects "(d) <i>Management control and policy direction over all aspects of computerized data requirements definition, data acquisition, data storage and dissemination, data retention and data retirement standards shall be the sole province of the Department of Technology and Information.</i>"</p> <p>§90014C – "(6) <i>Develop minimum technical standards, guidelines, and architectures as required for state technology projects.</i>"</p>		
<b>Applicability:</b>	This Policy is applies to all users of the State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of access and continued use of these resources.		
<b>Effective Date:</b>	5/15/2013	<b>Expiration Date:</b>	None
<b>POC for Changes:</b>	Elayne Starkey, Chief Security Officer		
<b>Approval By:</b>	James Collins, Chief Information Officer		
<b>Approved On:</b>	6/18/2018		

2018-06-18





STATE OF DELAWARE  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
801 Silver Lake Blvd.  
Dover, Delaware 19904

<b>Doc Ref Number:</b>	SE-CLD-001	<b>Revision Number:</b>	6
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<b>Policy Title:</b>	Terms and Conditions Governing Cloud Services		

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## I. Policy

### EXECUTIVE SUMMARY

Cloud and offsite hosting and services (contracted XaaS: Infrastructure-, Platform-, Software-as-a-Service) offer credible alternatives to traditional IT delivery models. Contracted XaaS can provide benefits such as rapid delivery, enhanced scalability, development agility and new funding models.

### PURPOSE

This policy establishes the terms and conditions for contracted XaaS. All IT-related RFPs, Contracts, etc. must abide by this policy and the related *Terms and Conditions Governing State Data Usage* policy. The terms and conditions set forth in these policies will help to protect the State's organizations by mitigating the risks associated with entrusting the State's computing operations and data to a third party.

2018-06-18



Delivering Technology that Innovates





STATE OF DELAWARE  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
801 Silver Lake Blvd.  
Dover, Delaware 19904

<b>Doc Ref Number:</b>	SE-CLD-001	<b>Revision Number:</b>	6
<b>Document Type:</b>	Enterprise Policy	<b>Page:</b>	3 of 7
<b>Policy Title:</b>	Terms and Conditions Governing Cloud Services		

## POLICY STATEMENT

New contracts and amendments to contracts with service providers, as well as agreements regarding others (including but not limited to audit, research, etc.), are expected to include data usage and/or cloud services signed agreements, as applicable, approved by DTI. When it applies, the *Terms and Conditions Governing Cloud Services* policy requires a signed *Delaware Cloud Services Terms and Conditions Agreement*, in addition to the signed *Delaware Data Usage Terms and Conditions Agreement*. The *Terms and Conditions Governing State Data Usage* policy requires a signed *Delaware Data Usage Terms and Conditions Agreement* for any XaaS engagement or other agreement requiring service provider or other (including but not limited to audit, research, etc.) access to, or use of, state data. Contracts or other agreements already in force will be expected to include the applicable signed agreements approved by DTI at the next renewal or revision date. The following standard agreements are available:

- [\*Delaware Cloud Services Terms and Conditions Agreement \(PDF\)\*](#)
- [\*Delaware Data Usage Terms and Conditions Agreement \(PDF\)\*](#)

Nothing in this policy statement or its related agreement precludes state agencies from imposing their own industry-specific terms and conditions as their business might require, above and beyond those promulgated by DTI.

## IMPLEMENTATION RESPONSIBILITY

DTI and/or the organization's technical staff will implement this policy during the course of normal business activities, including project execution and the design, development, or support of systems.

Service providers shall be familiar with, and adhere to, security guidelines closely aligned with standardized industry approaches to assessment, documentation, monitoring, and controls for cloud products and services, such as those promulgated by the Federal Risk and Authorization Management Program (FedRAMP), Cloud Security Alliance (CSA), the National Institute of Standards and Technology (NIST), and other accreditation authorities as these become recognized by the industry.

2018-06-18



**Delivering Technology that Innovates**



STATE OF DELAWARE  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
801 Silver Lake Blvd.  
Dover, Delaware 19904

<b>Doc Ref Number:</b>	SE-CLD-001	<b>Revision Number:</b>	6
<b>Document Type:</b>	Enterprise Policy	<b>Page:</b>	4 of 7
<b>Policy Title:</b>	Terms and Conditions Governing Cloud Services		

## **ENFORCEMENT and WAIVER**

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

### *Cyber Security Liability Insurance*

The State of Delaware places paramount importance on protection of sensitive Personally Identifiable Information (PII) or otherwise confidential information as defined by 6 *Del. C.* §1202C (15) and §12B-101(7)a, and as noted below under Section II – Definitions.

In accordance with the State’s Contracted Computing and Cloud Services Terms and Conditions Agreement Item 4, non-public state data shall be encrypted in transit and, for PII data, at rest. A service provider will employ validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 Security Requirements. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Such a liability protection policy shall comply with the State’s requirements, incorporated by addendum to this policy (see Addendum 1: Cyber Security Liability Insurance Requirement).

In the event a service provider fails to keep in effect at all times the insurance coverage required by this provision, the State may, in addition to pursuing any other remedies available, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

If there is ambiguity or confusion regarding any part of this policy, seek clarification from the point of contact defined in the header of this policy.

2018-06-18



**Delivering Technology that Innovates**



<b>Doc Ref Number:</b>	SE-CLD-001	<b>Revision Number:</b>	6
<b>Document Type:</b>	Enterprise Policy	<b>Page:</b>	5 of 7
<b>Policy Title:</b>	Terms and Conditions Governing Cloud Services		

## II. Definitions

### Personally Identifiable Information (PII)

1. Information or data, alone or in combination, that identifies or authenticates a particular individual. 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 Delaware Code Title 6 § 12B-101 Title 6, §1202C, and Title 29 §9017C or any other applicable State of Delaware or Federal law.

## III. Development and Revision History

Initial version established **5/15/2013**

First revision established **8/27/2014**

Second revision establish **11/17/2014**

Third revision established **11/23/2015:**

Removed language regarding the State's inclusion on the insured list.

Fourth revision established **03/01/2016:**

Added Tiered Coverage Schedule. Added PII definition. Adjusted Ponemon value.

Updated link for The Center for Digital Government 2014 study of Cloud Security Procurements.

Fifth revision established **10/10/2016:**

Added language and references to State standards in the Implementation Responsibility section.

Fifth revision established **2/1/2018:**

Added language and references to State standards in the Implementation Responsibility section.

2018-06-18





STATE OF DELAWARE  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
 801 Silver Lake Blvd.  
 Dover, Delaware 19904

<b>Doc Ref Number:</b>	SE-CLD-001	<b>Revision Number:</b>	6
<b>Document Type:</b>	Enterprise Policy	<b>Page:</b>	6 of 7
<b>Policy Title:</b>	Terms and Conditions Governing Cloud Services		

Sixth revision established **6/18/2018:**

Revised policy titles and agreement references. Added language and references to new Data Usage Terms and Conditions Policy, as well as to State standards in the Implementation Responsibility section; revised DelCode references with respect to definitions of Personally Identifiable Information (PII); moved information regarding Cyber Liability Insurance Requirement to be incorporated by Addendum 1.

**IV. Approval Signature Block**

<b>Name &amp; Title:</b> James Collins State Chief Information Officer	<b>Date:</b> 10/10/2016

**VI. Listing of Appendices**

**APPENDIX 1**

**CYBER SECURITY LIABILITY INSURANCE REQUIREMENTS**

- Issued by an insurance company acceptable to the State of Delaware and valid for the entire term of the contract, inclusive of any term extension(s).
- Liability limits will be calculated based on the maximum system record count and the *Ponemon Institute* average Public Sector Breach cost per record as published in the most recent *Cost of Breach Study* (e.g., 2017, \$141). Refer to the Tiered Coverage Schedule below.

2018-06-18





<b>Doc Ref Number:</b>	SE-CLD-001	<b>Revision Number:</b>	6
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**Tiered Coverage Schedule**

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

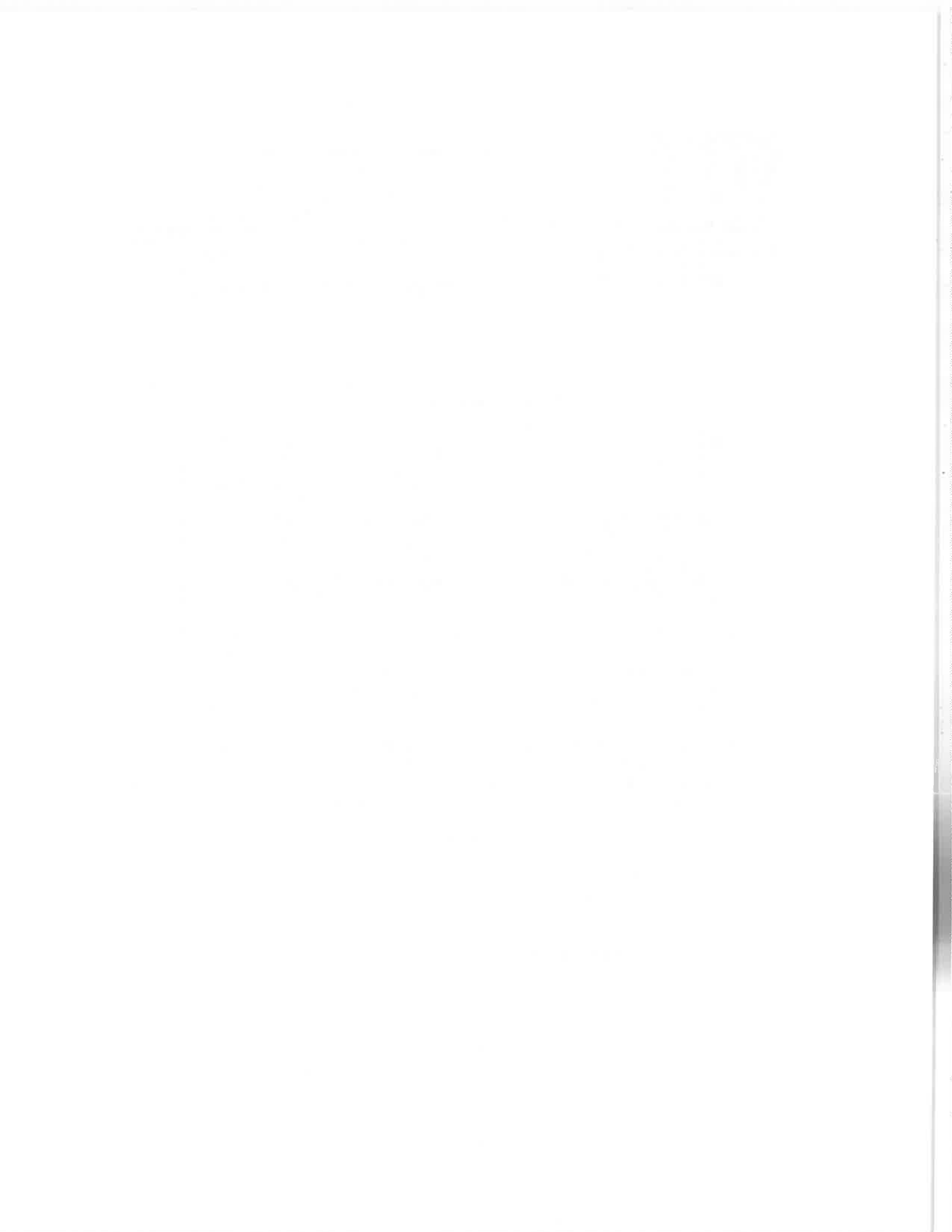
- Shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
- At a minimum, the policy must include third party coverage for credit monitoring; notification costs to data breach victims; and regulatory penalties and fines.
- Shall apply separately to each insured against whom claim is made or suit is brought subject to the Service Provider’s limit of liability.
- Shall include a provision requiring that the policy cannot be cancelled without thirty days written notice to the State Chief Information Officer.
- The Service Provider shall be responsible for any deductible or self-insured retention contained in the insurance policy.
- The coverage under the policy shall be primary, and not excess, to any other insurance carried by the Service Provider.
- The State of Delaware shall not be a named or additional insured under the policy.

**Additional Reference Documents**

[21 Steps to the Cloud](#) – Center for Digital Government’s Infographic *Guide to Cloud Procurements* best practices.

[Terms and Conditions Governing State Data Usage \(PDF\)](#)









STATE OF DELAWARE  
 DEPARTMENT OF TECHNOLOGY AND INFORMATION  
 801 Silver Lake Blvd., Dover, Delaware 19904

**DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT**

*PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE*

XaaS Contract # \_\_\_\_\_, Appendix \_\_\_\_\_  
 between State of Delaware and \_\_\_\_\_ dated \_\_\_\_\_

		Public Data	Non Public Data	Cloud Services (CS) Terms
				<p><b>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data.</b></p> <p><b>Clause CS2 is mandatory for all engagements involving non-public data.</b></p> <p><b>Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</b></p>
CS1-A			✓	<p><b>Security Standard Compliance Certifications:</b> The PROVIDER shall meet, and provide proof of, one or more of the following Security Certifications.</p> <ul style="list-style-type: none"> <li>CSA STAR – Cloud Security Alliance – Security, Trust &amp; Assurance Registry (Level Two or higher)</li> <li>FedRAMP - Federal Risk and Authorization Management Program</li> </ul>
CS1-B			✓	<p><b>Background Checks:</b> The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.</p>
CS1-C			✓	<p><b>Sub-contractor Flowdown:</b> The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.</p>
CS2			✓	<p><b>Breach Notification and Recovery:</b> The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (<i>see CS3, below</i>), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.</p>



**DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT**

**PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE**

XaaS Contract # \_\_\_\_\_, Appendix \_\_\_\_\_  
between State of Delaware and \_\_\_\_\_ dated \_\_\_\_\_

	Public Data	Non Public Data	Cloud Services (CS) Terms
			<p><b>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data.</b></p> <p><b>Clause CS2 is mandatory for all engagements involving non-public data.</b></p> <p><b>Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</b></p>
CS3		✓	<p><b>Data Encryption:</b> The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.</p>
CS4	✓	✓	<p><b>Notification of Legal Requests:</b> The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.</p>

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions :

FOR OFFICIAL USE ONLY

CS4 (Public Data)  
 CS1-A and CS4 (Non-Public Data) OR  CS1-B and CS1-C and CS4 (Non-Public Data)  
 CS2 (Non-public Data)  CS3 (SaaS, PaaS – Non-public Data)

PROVIDER Name/Address (print): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROVIDER Authorizing Official Name (print): \_\_\_\_\_

PROVIDER Authorizing Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## State Information Technology Requirements

The proposed solution must be fully compatible with the Department of Health and Social Services' technical environment.

The DHSS Information Technology Services for Vendors web page has links to the DHSS and DTI policies and standards.

<http://www.dhss.delaware.gov/dhss/dms/irm/vendorsvcs.html>

- Please review the MCI and IAS documents referenced on this page. MCI is the Master Client Index which is required for all systems identifying DHSS clients. IAS is the Integrated Authorization System which is a department mechanism for tracking authorized systems users. Bidders will comply specifically with these requirements.

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](mailto:sysarch@lists.state.de.us)

All contractor staff working on this project will be subject to a Criminal Background Check (CBC). 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 Criminal Background Check Instructions below.

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.

All components of the proposed solution, including third party software and hardware, are required to adhere to the policies and standards described above, as modified from time to time during the term of the contract, including any links or documents found at the above referenced web sites.

Vendors that electronically store, transmit or process information on behalf of State are required to comply with State standards to properly secure State data. The specific requirements vary with the type of information being stored. Electronic protected health information has the strictest security requirements. Securing this data is covered generally by HIPPA requirements but State requirements are more restrictive. State technical staff will discuss these standards with the selected vendor. Vendor is instructed to provide a technical contact for this purpose.

The State Architecture Review Board (ARB) reviews proposed system architecture as it relates to State standards. System architecture diagrams are a key component of the proposed solution in terms of meeting State architecture requirements. As part of contract negotiations, the selected vendor will work with IRM to produce a final State approved detailed diagram. For vendor solutions that are not compliant with State standards, State technical staff will assist the division with an alternate approach. The diagram will also be made part of a project business case that must be in "Recommended" status prior to contract signature. The project business case is a State responsibility.

## Appendix E

Vendor is required to submit technology costs that the State will be directly or indirectly responsible for as part of this contract. In addition to the Cost Schedule, the vendor will break down technology costs into three categories for implementation and the same three categories for out-year costs:

1. Hardware
2. Software
3. Technical staffing

For vendor hosted websites, hosting costs can be allocated to the above categories at the discretion of the vendor.

### **Criminal Background Check Instructions**

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 the requestor, so the results must be delivered to the DHSS Security Manager at the Biggs Data Center in a sealed envelope. Costs will be borne by the contractor.

1. Visit one of the State Police locations listed on the next page. **Note:** For the New Castle and Sussex locations, appointments may take up to six weeks to schedule.
2. Complete a SBI Personal Criminal History authorization form.
3. Present valid government-issued photo identification, such as a driver's license.
4. The State fee is \$45 and the Federal check fee is \$10, payable by cash or debit/credit card. (No personal checks).
5. The State Police will require you to fill out an FBI fingerprint card, which they will return to you after you have completed the fingerprint process.
6. Complete and sign the FBI Applicant Information Form to request the national record check. The form can be found on-line at <http://www.fbi.gov/about-us/cjis/background-checks/applicant-information-form>
7. Mail the Cover Letter and fingerprint card, along with an \$18 processing fee, payable by money order, certified check, or credit card. The FBI turnaround time is 3-6 weeks.
8. When you receive your reports at your home address, **DO NOT OPEN THE ENVELOPES**. If you break the seal on the envelopes, you will be responsible to go through the process again at your own expense.
9. Either hand-deliver or mail the **SEALED** FBI and SBI envelopes to:

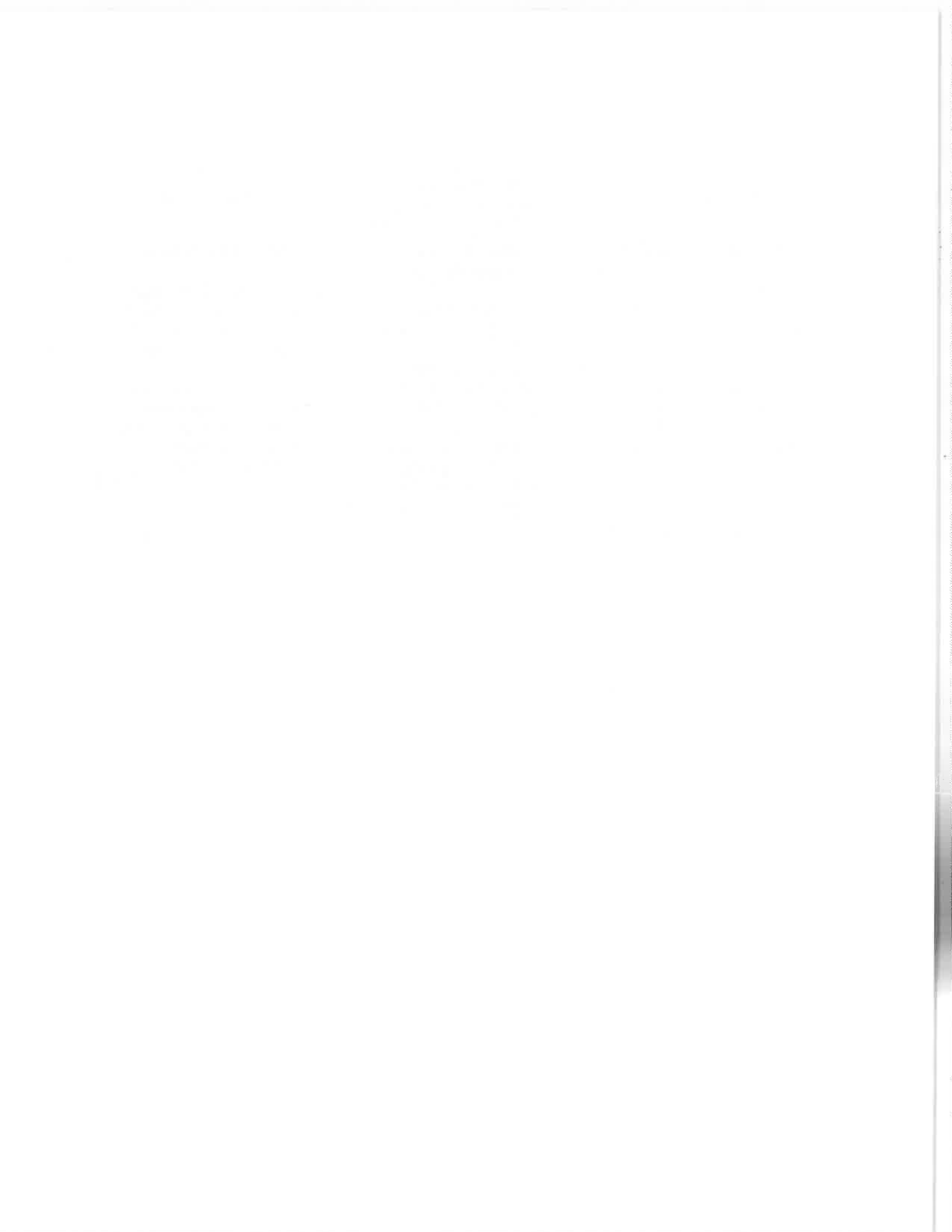
DHSS Security Manager  
1901 N Dupont Highway  
Biggs Data Center  
New Castle, DE 19720

Mark envelopes as **CONFIDENTIAL**.

The results of the criminal background check will be reviewed and kept completely confidential. The total cost is \$73.

Appendix E

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





DELAWARE HEALTH AND SOCIAL SERVICES

REQUEST FOR PROPOSAL

## Business Requirements

### Executive Summary

The Information Resource Management (IRM)/Department of Technology and Information (DTI) is requesting proposals for supply, installation and ongoing implementation of disaster recovery services. The services will be complete and provide state of the art functionality. The ideal solution will provide business continuity in the event of a disaster to the facilities supported by IRM/DTI, including recovery of data, computers, network infrastructure, application software and operating systems.

There are several parts to this request:

1. Disaster Recovery Planning (analysis of need and development of a recovery plan)
2. Disaster Plan Implementation (hardware replacement, software/data backup and restoration)
  - a Backup Services
    - i Backup as a Service (BaaS)
    - ii Storage as a Service (STaaS)
  - b Web Services
    - i Web as a Service (WaaS)
      - 1 XML+HTTP
  - c Cloud Services
    - i Disaster Recovery as a Service (DRaaS)
    - ii Software as a Service (SaaS)
    - iii Platform as a Service (PaaS)
    - iv Infrastructure as a Service (IaaS)

Proposals may be made on any part individually or on all parts combined.

### Backup Services

Backup as a service (BaaS) is an approach to backing up data that involves purchasing backup and recovery services from an online data backup provider. Instead of performing backup with a centralized, on-premises IT department, BaaS connects systems to a private, public or hybrid cloud managed by the outside provider. Backup as a service is easier to manage than other offsite services.

## Exhibit A

Instead of worrying about rotating and managing tapes or hard disks at an offsite location, data storage administrators can offload maintenance and management to the provider.

A remote, online, or managed backup service, sometimes marketed as cloud backup or backup-as-a-service, is a service that provides users with a system for the backup, storage, and recovery of computer files. Online backup providers are companies that provide this type of service to end users (or clients). Such backup services are considered a form of cloud computing.

### Storage as a Service (STaaS)

Provide extra storage when needed, without the expense of increasing the IT environment.

- Upgrading primary systems and need extra space until the migration is complete
- A temporary need for more storage that will dissipate
- Extend storage environment without the heavy capital expense of buying new storage

## **Web Services**

### Web as a Service (WaaS)

- A web service is any piece of software that makes itself available over the internet and uses a standardized XML messaging system. XML is used to encode all communications to a web service.
- Web services are self-contained, modular, distributed, dynamic applications that can be described, published, located, or invoked over the network to create products, processes, and supply chains.  
These applications can be local, distributed, or web-based. Web services are built on top of open standards such as TCP/IP, HTTP, Java, HTML, and XML.
- Web services are XML-based information exchange systems that use the Internet for direct application-to-application interaction. These systems can include programs, objects, messages, or documents.

a complete web service is,

- Is available over the Internet or private networks
- Uses a standardized XML messaging system
- Is not tied to any one operating system or programming language
- Is self-describing via a common XML grammar
- Is discoverable via a simple find mechanism

## Cloud Services

### Disaster Recovery as a Service (DRaaS)

Enable rapid recovery with continuous replication of critical applications, infrastructure and data to the cloud.

- DRaaS provides continuous replication of critical applications, infrastructure, data and systems to the cloud. Reliable, verifiable, consistent Recovery Time Objective (RTO) in minutes, and Recovery Point Objective (RPO) in seconds, can be achieved.
- DRaaS provides custom solution architectures for every need: private or public cloud; disk and tape combinations; and replication to second- and third-party sites.
- Greater automation and orchestration functionalities can reduce staffing needed for disaster recovery. Moving to the cloud eliminates redundant in-house recovery servers.
- Cloud orchestration provides faster, cost-effective workflow automation with real-time readiness testing and validation, exercise on demand and a dashboard overview of all processes.

Software as a Service (SaaS), represent the largest cloud market and are still growing quickly. SaaS uses the web to deliver applications that are managed by a third-party vendor and whose interface is accessed on the clients' side. Most SaaS applications can be run directly from a web browser without any downloads or installations required, although some require plugins.

Platform as a Service (PaaS), are used for applications, and other development, while providing cloud components to software. With this technology, enterprise operations, or a third-party provider, can manage OSes, virtualization, servers, storage, networking, and the PaaS software itself. Developers, however, manage the applications.

Infrastructure as a Service (IaaS), are self-service models for accessing, monitoring, and managing remote datacenter infrastructures, such as compute (virtualized or bare metal), storage, networking, and networking services (e.g. firewalls). Instead of having to purchase hardware outright, users can purchase IaaS based on consumption, similar to electricity or other utility billing.

## Desired Outcome and Requirements

### *Scope*

#### ✦ Disaster Recovery Planning and Consulting

The State will be provided with the necessary resources – consulting and/or software to build and maintain a viable recovery plan. The plan shall include prioritization of software and hardware replacement so that systems identified as “critical” will be restored before less critical systems.

#### ✦ Disaster Recovery Implementation

The State will be provided with the equipment, software, facilities, and consulting services necessary to implement our developed disaster recovery plan, i.e. data/software recovery and replacement of computers, peripherals, network and telecommunication systems. The goal is to achieve recovery of critical systems in the shortest possible time after a disaster has occurred.

### *General Requirements*

1. The recovery plan must document procedures to prepare for a disaster and detailed procedures to follow, after a disaster has occurred. If software is used for plan development, it must be easy to use.
2. Recovery plan development must be flexible enough to adapt the plan to constantly changing data, application software, operating system, computer, network, and telecommunications environment.
3. The system must deliver replacement equipment to primary location, in the shortest possible time after a disaster has occurred.
4. The system must provide a facility to house the equipment and serve as a temporary operations center.
5. The vendor must be available to provide comprehensive technical support – 24 hours a day, seven days a week, including holidays.
6. The vendor must provide, at a minimum, annual testing of the recovery plan. Testing time will be coordinated to accommodate the IRM/DTI.
7. The vendor shall include a quantity and description of every item to be provided by them to implement the recovery plan.
8. The vendor must clearly define respective vendor and IRM/DTI responsibilities in the event of a disaster.



## Exhibit A

### *Installation Requirements*

All work performed for the installation of this system shall be performed in cooperation with the IRM/DTI by a single contractor or multiple contractors in the event multiple vendors are chosen.

### *Training Requirements*

Training shall consist of on-site group and individual training of all staff associated with the system.

### *Product Updates / Maintenance / Warranty Requirements*

1. The proposed vendor solution must describe how they propose to provide minimum vendor response time to service calls. Describe the proposed methodology to respond to service requests with respect to the proposed vendor solution after its implementation.
2. Describe the vendor's Internet web site. Does the site aid the owner in troubleshooting and problem resolution? Is the website used by the vendor to distribute software fixes and updates?
3. Vendor Product Maintenance Updates / Service Packs.  
Clearly describe the proposed methodology for both notifying of new releases and maintenance updates. Describe all costs related to maintenance releases and major version upgrades. Describe how these software releases will be distributed to the product users.
4. Product Warranty.  
Clearly describe the standard product warranty and its general terms and conditions.
5. Maintenance Contract.  
Proposal shall include a system maintenance proposal for vendor provided components. Are there options for a multi-year maintenance contract?  
Clearly describe the standard product maintenance contract coverage, any optional maintenance services, post-warranty period maintenance coverage, and costs for each proposed level of maintenance service. Clearly indicate what level of support is available, such as 7 x 24, 5 x 24, 5 x 8, etc. Coverage is proposed, and the associated costs for each level of service.
6. Problem Call Management.  
Clearly describe the vendor's problem call management methodology used for keeping track of problem calls and assuring adequate customer resolution. Include a detailed statement advising if the manufacturer technical support staff is available to owner technical staff.
7. Maintenance Agreement / Product Upgrades.  
Clearly indicate whether product upgrades are or are not included in any proposed product maintenance contracts. Also, clearly describe whether this includes incremental upgrades

Exhibit A

(example: from version 4.11 to 4.12) or major upgrades (example: from version 4.x to 5.x), or both.

*System Documentation Requirements*

1. The vendor proposal shall include a description of the following:
  - a. **Administrator's Manual**  
This manual shall provide an overview and implementation instructions for the disaster recovery plan.
  - b. **Operator Manual**  
This manual shall provide a basic operational description of the software as well as other pertinent operational details. The manual shall be short, simple, and shall include pictures showing the various operator procedures.
  - c. **Installation Manual and Documentation**  
The installation manual shall consist of a printed section that describes the proper installation procedures. It shall also include those details that are unique to the DHSS/DTI system, such as the server operating system and server setup parameters. This manual shall include clear illustrations of all system connections.
  - d. **On-line Help**  
Does every option in the software have help text available to the user while the software is in use?
2. Manuals shall address the issue of alternate recovery sites.