State of Delaware

Office of Pensions

McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904
Telephone (302) 739-4208

Request for Proposal

Proposal Description:
PeopleSoft 9.2 HCM Upgrade Project

Bid Number: OMB14101-PS_HCM_PROJ

Bid Closing: January 22, 2014; 3:00 P.M. EST

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE PEOPLESOFT HCM UPGRADE AND ENHANCEMENT PROJECT ISSUED BY THE OFFICE OF PENSIONS FOR THE STATE OF DELAWARE

Executive Summary

The State of Delaware ("State") is issuing this Request for Proposal ("RFP") through the Office of Pensions (referred to as "Office of Pensions") for the State of Delaware and seeks to obtain a PeopleSoft 9.2 HCM Upgrade and Enhancement. This RFP is issued pursuant to 29 Del. C. §§ 6981 and 6982.

This agency administers and manages nine retirement pension plans for the State. At the end of Fiscal Year 2012, pensioners numbered 25,356, and monies from the nine plans, three post-retirement trusts and one investment pool were commingled in a total System of $7.5 billion. One of the responsibilities of the Office of Pensions is to issue monthly pension checks to members and insure their earnings and deduction information is accurate. The Office of Pensions also provides retirement counseling for current and former employees.

The State of Delaware Office of Pensions is seeking proposals from qualified Vendors to supply the professional services necessary to upgrade and enhance our PeopleSoft HCM environment to version 9.2. Potential respondents will provide software services to the State of Delaware Office of Pensions. This document provides potential respondents with the information and guidelines necessary for developing their proposals.

This RFP will define the scope of the work to be performed, the requirements the vendor ("Vendor") must address the method for response and the administrative requirements that must be followed.

Proposed RFP Schedule:

The tentative schedule of events for this RFP is outlined below.

ID	Date/Time	Activity
1	November 22, 2013	Request for Proposal issued and Public Notice posted
2	December 5, 2013	All Vendor questions regarding RFP are due
3	December 12, 2013	Office of Pensions issues answers to RFP via www.delawarepensions.com website
4	January 22, 2014; 3:00 PM EST	RFP Response due date
5	February 5 2014	Review submitted responses to RFP; Committee selects proposals for oral presentations
6	February 7, 2014	Invitations to Vendor for Oral Presentations/Onsite demonstrations
7	February 26, 2014	Oral Presentations/Vendor Onsite Demonstrations
8	March 5, 2014	Final decision and forward Vendor RFP to Attorney General office for contract negotiations and preparation
9	March 25, 2014	Final Contract executed by all parties
10	April 1, 2014	Estimated Project Start Date

The State will advise potential Vendors of changes to any dates as may be necessary. The State also reserves the right to modify and/or cancel this solicitation at any time during the RFP process.

Eight hard copies of the technical and cost proposals along with one electronic copy of each proposal must be received by 3:00 PM EST, January 22, 2014.

The proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), U.S. Mail, or by hand. **Bids shall be submitted to:**

State of Delaware
Office of Pensions
PeopleSoft 9.2 HCM Upgrade and Enhancement Project
McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904

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. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State reserves the right to deny any and all exceptions taken to the RFP requirements.

All questions about the this proposal and project shall be received no later than the close of business, December 5, 2013 to be considered.

RFP Designated Contact:

Please submit all questions and requests for information to:

John McCartney, Jr.
Information Systems Manager
State of Delaware
Office of Pensions
McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904

PH: (302) 739-4208
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E-mail: john.mccartney@state.de.us

The format for all questions has been identified below, and is referenced as Section 5.02.

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

1.01 Project Scope and Objectives

This Request for Proposal (RFP) describes the overall scope of services desired, procurement terms and conditions, and the format for proposal submission by an implementation Vendor. “Vendor” means the organization which submits a proposal in response to this RFP.

The Office of Pensions will award a fixed price contract for the implementation services requested in this RFP after a thorough evaluation of the following criteria: (1) the minimum requirements set forth in this RFP, (2) exclusion factors set forth in this RFP, (3) the technical criteria set forth in this RFP, (4) general evaluation criteria set forth in this RFP and (5) price. Vendors are asked to prepare a cost proposal in compliance with the instructions in Section 7 of this RFP. This cost proposal will present 1) the Core Not to Exceed Cost; 2) security costs; 3) costs of alternatives; 4) future Vendor rates; 5) staff loading; 6) a payment schedule by deliverable; 7) other costs as needed; and 8) any attachments or assumptions use to calculate costs. Please note that the Office of Pensions will provide all of the necessary hardware and software components for the development and production environments. Proposals will be evaluated utilizing a trade-off methodology in which technical and general evaluation criteria, as defined in this RFP, will be considered significantly more important than cost of services.

The Office of Pensions seeks to establish a working relationship with a qualified professional services Vendor that has been the prime Vendor for other states in the successful upgrade, configuration and implementation of Enterprise Resources Planning (ERP) systems. The Office of Pensions seeks a business partnership with a Vendor that can ensure the Office of Pensions success in its enterprise resource planning initiative, within the constraints of available funding.

The Office of Pensions envisions the upgrade of its current PeopleSoft 9.0 ERP system with numerous enhancements to PeopleSoft 9.2 ERP system. The Office of Pensions is upgrading its PeopleSoft Application from Version 9.0 to PeopleSoft Version 9.2. The Office of Pensions currently is using Human Resources, Base Benefits, Payroll, and Pension Administration modules. We also have licenses for e-Profile, e-Pay, and e-Benefits.

The Office of Pensions plans to achieve its objectives through the PeopleSoft Upgrade Project. The following are the major objectives of the Office of Pensions PeopleSoft Upgrade Project:

1. Upgrade current PeopleSoft 9.0 ERP system to PeopleSoft 9.2 ERP system.

2. Review, make recommendations, and implement security configuration as it pertains to roles and permissions of users of the CRIS application.

3. Review and make recommendation and design implementation plan for the documentation of all PeopleSoft processes in the Office of Pensions using UPK, On-Demand software, and business process maps.

4. Review current PeopleSoft Updates and Fixes process's, make recommendations to ensure the system is getting updated efficiently and properly.

The Technical and Management requirements for this project are detailed in Sections 4.02 and 4.01 of this RFP. The Vendor shall provide the upgrade methodology and management services necessary to upgrade and enhance our PeopleSoft Version 9.0 environment to PeopleSoft 9.2. The technical requirements describe the Office of Pensions anticipated requirements to upgrade our current system and the additional required system enhancements, it does not, in general, describe how the requirements will be met. The Vendor's response to this RFP should describe the technical requirements to upgrade and operate the new system in detail.

Following is a summary of the services that the State of Delaware requires the successful Vendor to provide as part of the PeopleSoft Upgrade Project:

1. ***Coordinated project management with the Office of Pensions Project Manager.***

   Working in concert with the Office of Pension's project management team, the Vendor will be responsible for developing a management and reporting structure for the project and for implementing those practices necessary to the efficient and effective upgrade and implementation of the system. The project will be governed by a work plan and schedule proposed by the Vendor that is based on a proven methodology used successfully by the Vendor in previous engagements. All of the expected management deliverables are described in Section 4.0 – Management Requirements.

2. ***Business process reengineering and workflow design.***

   The Vendor will work with the Office of Pensions to create a comprehensive workflow design of the upgraded PeopleSoft environment. The Vendor will work with the Office of Pensions to design organization and operating procedures to be used for the on-going operations and management of the system.

3. ***Create design documentation for the upgraded system.***

   Develop through workshops with the Project Team, a design document that will detail installation, configuration, set-up and customization of the Office of Pensions CRIS PeopleSoft system, which consists of seven PeopleSoft modules (Human Resources, Base Benefits, Payroll, and Pension Administration, e-Profile, e-Pay, and e-Benefits).

4. ***Knowledge transfer to Office of Pensions Project Team.***

   Knowledge transfer is a continuous process designed to enable the Office of Pensions to properly support the operation and continuous improvement of the PeopleSoft application without the support of external consultants. Through training, workshops and mentoring relationships, the Vendor will be responsible for educating the Project Team in the methodology and task plan to be used on the project as well as the skills and techniques needed for ongoing maintenance of the system.

5. ***System "build," unit and integration testing.***

   The Vendor will be responsible for configuration, setup and modification of the CRIS PeopleSoft system in accordance with the system design. In preparation for this activity, the Vendor will recommend a development environment and define the instances of the system required to support development, testing, training, reporting and operations.

6. ***Customization interfaces, and reporting and application updates in conjunction with Office of Pensions resources.***

   The Vendor will be responsible for leading a joint team of Vendor and Office of Pensions staff who will complete development of all system customizations, interfaces, conversion programs and reports.

7. ***Final acceptance testing.***

   During and after end user training, the Office of Pensions will, with oversight and support from the Vendor, conduct final user acceptance testing, and system stress testing. The Vendor will be responsible for development of the acceptance test plan and for development of the acceptance test scripts.

8. ***System rollout and go-live support.***

   In preparation for roll-out, the Vendor will develop a strategy and plan for the transition of the system from development to the production environment and support the Office of Pensions throughout the rollout process.

9. ***Post implementation support.***

   The Office of Pensions expects that it will require 75 days of post implementation support for the system. The support for the system will address post-implementation fixes and technical support to the application.

1.02 Rationale for a PeopleSoft upgrade

The existing system currently in use at the Office of Pensions is the PeopleSoft 9.0 ERP system and the following modules; Human Resources, Base Benefits, Payroll, and Pension Administration modules. The Pension Office also has licenses for e-Profile, e-Pay, and e-Benefits. The enhancements available to the PeopleSoft 9.2 ERP system would greatly enhance the productivity of office staff and provide enhanced customer service options through improvements to the PeopleSoft product. This upgrade will also afford the Office of Pensions the ability to remain current on supported releases of PeopleSoft.

1.03 Purpose and Intent of this RFP

The purpose of this RFP is to provide necessary and sufficient information to Vendors providing the PeopleSoft system to allow Vendors to submit proposals for such a system for the State of Delaware, Office of Pensions. This RFP contains the instructions specifying the requirements for a proposal to be submitted by interested bidders. This RFP defines the format in which the bid information is to be submitted, the material to be included therein, the requirements that must be met to be eligible for consideration, the bidder’s responsibilities before and after installation, expected system functionality, desired performance, and provide estimated capacity requirements of the proposed PeopleSoft system upgrade.

2.0 CURRENT ENVIRONMENT

2.01 Office Background

The Office of Pension's primary location is 860 Silver Lake Blvd. Suite 1, Dover, DE 19904. The normal hours of operation are Monday through Friday, 8:00 a.m. – 4:30 p.m. (Local Time).

2.02 Enterprise Resource Planning (ERP) in Office of Pensions

The Office of Pensions implemented the Human Resource, Base Benefits, Payroll and Pension Administration modules of PeopleSoft, Version 7.02 in 1999. The entire system was upgraded to version 8.00 in February 2003. The entire system was again upgraded to version 8.8 SP1 in January 2004. Most recently, in October 2009, the entire system was upgraded to version 9.0.

2.03 Business Processes

2.03.1 Manage Member Accounts

This involves all the activities associated with the maintenance of information about pension plan members, member account status and member account transaction histories. The sub-processes which encompass Manage Member Accounts create the primary information base from which pension determinations are made, and pension inquiries are answered, for all pension plans administered by the Office of Pensions.

2.03.2 Determine Member Benefits

Consists of identifying and resolving those events that have a bearing on member benefits. It involves reviewing disability applications, service pension applications, survivor pension applications, death benefit claims and refund applications. In each instance a determination must be made first of eligibility for benefits, with a subsequent calculation of benefit amounts if eligible. In addition to calculating and awarding such benefits, the process includes communicating with the member with regard to options and elections to be exercised, the status of the benefits award process and notification of the determination once made. This process also includes administration of any subsequent appeals of the initial benefit determination.

2.03.3 Pay Benefits

This process assures the accurate and timely payment of all member benefits awarded through the Determine Member Benefits process. This process pays all monetary benefits, such as monthly service pension, disability pension, survivor pension, group life proceeds and refunds of member contributions. It also administers non-monetary benefits, such as health insurance benefits, blood bank, dental insurance, etc. This process is accountable for payroll deductions, including both voluntary deductions and court ordered deductions such as a Qualified Domestic Relations Order (QDRO). It provides and processes all requests for payroll deduction changes, reconciles the changes to the actual payroll run each month, assures the correctness of third party provider billings, authorizes their payment and maintains third party payee records to support the issuance of checks to those third parties. In addition, it can research, reissue, suspend or resume benefits payment for checks that are lost or never cashed.

2.03.4 Manage Pension Funds

Consists of the deposit, accounting and investment of pension funds, the production of pension plan reporting and the administration of pension plan policy and procedure. It performs these activities for each pension plan administered by the State of Delaware Office of Pensions. The Delaware State Board of Pension Trustees and the Delaware General Assembly provides guidance and policy direction in this administration.

2.03.5 Provide Benefits Consulting

Provide both proactive and reactive retirement and benefits counseling to members and employer contacts. In addition to answering member questions, which may include requests for benefit estimates, this function provides for targeted education and guidance of member segments for new members, members within 5 years of retirement and members actively in the process of evaluating their immediate retirement options. The function also provides education and guidance to employer organization personnel to assist them in providing accurate information to members on benefits, and assure their adherence to appropriate pension process and procedure.

2.03.6 Manage Information Resources

Perform the duties of planning for, acquiring, maintaining and retiring the information resources required to support pension administration. These information resources include all the data, documents, knowledge and systems required to successfully administer pension processes identified herein.

2.03.7 Manage Financial Resources

The process of planning for, acquiring, maintaining and retiring the fiscal resources required to support pension administration. These fiscal resources include all budget sources available to the agency to support the State of Delaware Office of Pensions operations.

2.03.8 Manage Human Resources

The process of planning for, acquiring, maintaining and retiring the staff resources required to support pension administration. This process includes the recruitment, personnel planning, skills inventory, training, performance evaluation and retirement. Staff is required to successfully administer the pension processes identified herein.

2.03.9 Manage Physical Resources

The process of planning for, acquiring, maintaining and retiring the space and equipment resources required to support pension administration. This process includes the planning, inventorying, maintenance and retiring of office space, storage space and office equipment needed to successfully administer the pension processes identified herein.

The **Comprehensive Retirement Information System (CRIS) system**, a tailored PeopleSoft Pension solution, provides integrated database applications in support of these major business processes.

2.04 Existing Computer/Network Architecture

2.04.1 Technical Environment Department of Technology and Information

Oversight of the Office of Pensions PeopleSoft Upgrade project will be the responsibility of the Delaware Department of Technology and Information (DTI). DTI is established under Title 29, Delaware Code, §9004C. The general powers, duties and functions of Department of Technology and Information (DTI) include a responsibility to:

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; DTI is responsible for providing core computer, telecommunications, and networking services to State agencies, for procurement of IT-related goods and services, for statewide strategic technology planning, and for development of IT standards and policies. The Office of Pensions infrastructure will be hosted at the DTI data center and must meet all DTI standards. The current ERP infrastructure is a 4-tier PeopleSoft system. Current ERP systems are supported by DTI's Major Projects Division, which uses a set of standard tools (shown below) that will be used by the Office of Pensions for implementation and operations. DTI will provide the necessary hardware infrastructure for the implementation.

1	Relational Database	Oracle 11g
2	Server Operating systems	Windows 2003, Unix,
3	Version Control	STAT by Quest
4	File Transfer	SFTP (Secure FTP), Web services
5	Network protocol	TCP/IP
6	Email	Microsoft Outlook
7	Office Applications	Microsoft Office 2007/2010, Win7
8	Web server Middleware	Oracle Application Server
9	Web Browser	Microsoft Internet Explorer

Any other tools the Vendor may want to utilize must meet DTI's Architectural and Security Standards. If Vendor's tools do not meet DTI's network or security standards the Vendor shall make alternate solutions available.

The Vendor will be required to go through the background security check and finger printing at Delaware State Police Headquarters prior to granting access to the State infrastructure, and the Vendor must sign DTI's Acceptable User Policy and other related State polices and a Non-Disclosure Agreement.

Remote access: The State Email, when provided, can be accessed through the Internet. To access any other services, including the PeopleSoft development environment, users must be present at State sites and have the appropriate permissions to have access to State ERP infrastructures.

2.04.2 State Network Infrastructure

DTI provides multiple core network infrastructures including a K-12network, a State network and extranet type services. Services include circuits (ranging from T1 Frame Relay to 100M TLS to fiber), Firewalls, DMZs, and remote access are managed by DTI.

2.04.3 Server Environment

The Office of Pensions manages nine state pension plans. Member administration is accomplished primarily through the use of PeopleSoft HRMS, version 9.0. This package includes North American Payroll, Benefits, HR, and Pension Administration. Desktop office products are provided by the Microsoft Office 2007 suite with migration to Microsoft Office 2010.

The PeopleSoft application is known by the office staff as CRIS "Comprehensive Retirement Information System." The Pension staff connects to this resource through Microsoft Internet Explorer.

Currently, it is maintained by the Delaware Department of Technology and Information (DTI).

Letters generated from the PeopleSoft application are batched and downloaded to the file server daily. These files are stored as PDF files on this dedicated server. Then, the existing imaging system imports copies of these letters and stores them to optical storage as TIFF images.

The Office of Pensions server network is also comprised of:

- A DHCP server running Windows 2003 SP 2
- A separate file server running Windows 2003 SP 2
- A separate print server running Windows 2003 SP 2
- An Intranet web server running Windows 2003 SP 2 and Internet Information Services (IIS) 6.0.

3.0 REQUIRED INFORMATION

The following information shall be provided in each proposal in the order listed below. A vendor is expected to provide a response for each requirement listed in sections 3.0 and 4.0. 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.

3.01 Minimum Requirements

3.01.1 Delaware business license: Provide evidence of a Delaware business license or evidence of an application to obtain the business license.

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

3.01.2 Proof of insurance and amount of insurance shall be furnished to the Agency prior to award and shall be no less than as identified in the bid solicitation, Section 5.05.5, subsection f.

3.01.3 Must have the ability to perform/ provide all services as outlined in RFP as demonstrated through vendor staff experience & qualifications and corporate qualifications

3.01.4 Bidder must have successfully, within the last 2 years, implemented comparable application solutions as outlined in the response to this RFP.

3.01.5 The Vendor must provide a confirmation from a third-party that they will be able to provide the State a Performance Bond.

3.01.6 Provide response to Employing Delawareans Report (Attachment 6)

3.02 General Evaluation Requirements

3.02.1 Experience and Reputation

a) The successful Vendor shall have successfully completed similar projects within at least three (3) other governmental agencies or private companies that are similar in size, cost and scope as this project, after 1/1/2008.

b) The successful Vendor shall have successfully completed a similar project for a state, municipal or similar governmental defined benefit plans.

c) A bidder must have been in business for a minimum of ten (10) years.

d) A Vendor must have been offering PeopleSoft System Implementation or Upgrade (“People Soft”) solutions/products for a minimum of ten (10) years. A bidder must disclose its gross revenue generated from PeopleSoft solutions/products. This information should include the percentage and dollar amount (U.S. currency) in comparison to the vendor’s total generated revenue.

3.02.2 Expertise

a**)** A bidder may provide a return on investment analysis (ROI) for a similar sized, public government agency or company that has implemented the proposed solution after 1/1/2008.

b) A bidder will provide the number of clients for whom company has implemented the proposed PeopleSoft software solution.

c) A bidder will provide number of clients for whom company has implemented the proposed PeopleSoft software solution that are governmental agencies.

3.02.3 Capacity to meet requirements (size, financial condition, etc.)

a) Vendor must be in good financial standing
and must substantiate financial stability by providing the most recent three (3) years of financial summary information. Acceptable forms of information include:

- Independently reviewed yearend financial statements which shall include without limitation, a balance sheet, an income statement, a statement of retained earnings, and additional reports and documentation as may be required by, or be customary under GAAP, all of which shall be prepared by an independent certified public accounting firm.

b) A bidder will identify the number of personnel and resources allocated to support, develop, and maintain the proposed solution.

3.02.4 Demonstrated ability

Bidder must include all relevant information regarding past experience with the implementation or upgrade of a PeopleSoft HCM environment.

3.02.5 Familiarity with public work and its requirements

The bidder must provide documentation that the
proposed solution has been implemented in more than 3 governmental agencies after 1/1/2008.

3.02.6 Previous and outstanding Litigations

The Vendor must include any information regarding any current legal actions, lawsuits, arbitration, or formal protests, or investigation(s) by a regulatory authority or contingent liabilities your companies, its officers or its principals have been involved in at the time the proposal is submitted which are ongoing. Additionally, please include information about any during the past six (6) years which have been resolved, closed, settled or dismissed.

3.02.7 Previous Contract Performance

a) The bidder must include any information regarding a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (i) not litigated due to inaction on the part of the Vendor, or (ii) litigated and determined that the Vendor was in default. ***If no such terminations exist, the Vendor must provide a statement that attests to this.***

b) If the Vendor has had a contract terminated for default in this period, the Vendor must submit full details including the other party's name, address, and phone number. The state Proposal Evaluation Team will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

3.02.8 References

a) Vendor must provide at least five (customers) from governmental agencies, or public sector companies in the USA meeting the following characteristics:

   1. All five customers should be using all of the proposed software.

   2. At least two of these five customers should be recent implementations or upgrades (Implementation go-live for referenced customers should have occurred on 1/1/2008 or later)

3. At least one governmental agency that handles state, municipal or similar governmental defined benefit plans.

4. At least one customer should be one where vendor successfully implemented or upgraded a comparable government PeopleSoft HCM and Pension Administration system.

b) **Vendor must also include three client references for each sub-contractor listed in the proposal response.** At least ONE (1) of the references must be a state government implementation (preferably one that handles pensions or retirement plans) or similar sized public body implementation where the subcontractor was responsible for providing a PeopleSoft solution that is in current operation.

c) The Office of Pension reserves the right to request additional references.

3.02.9 Project Staff and Experience

A Vendor must demonstrate that the proposed project team has proven expertise and experience with implementing the proposed solution within a governmental agency.

a) The project team will be evaluated based on the teams' overall expertise, experience, and number of members. A bidder is strongly encouraged to propose a Project team with a combination of the best skills and most extensive experience necessary to address the requirements of the RFP.

i. The Project Manager assigned must meet the following characteristics:

- At least five (5) years of project management experience involving successful implementation of a PeopleSoft solution
- Project Manager for at least one (1) successful implementation of a PeopleSoft solution in a public government agency

b) The Vendor should indicate for each proposed team member the percentage of workload this project would constitute for each team member.

c) The Vendor must provide resumes of all Project staff to be assigned to this Project. The resumes, at minimum, will show employment history for all relevant and related experience, all other data processing experience, and all education and degrees (including specific dates, names of employers, and educational institutions).

3.03 Technical Requirements Section

The Office of Pensions PeopleSoft 9.2 upgrade requirements are described below. In general, they reflect functionality and services that the new vendor will be required to provide. Thus proposed vendors should acknowledge the ability and willingness to meet each requirement.

The Vendors must specifically respond to each of the following requirements. These modules and major functional requirements of the RFP are within the scope of work of Office of Pensions 9.2 upgrade effort. The information presented in this section is based on the work completed by the Project Team to date. This work is planned to continue until the arrival of the upgrade Vendor.

3.03.1 Design Principles

The philosophy of reengineering that has guided the project to date will continue through the implementation effort. The charter for the work of the upgrade Project Team has been provided by project and executive sponsors through management meetings, background materials and the project scope of work. This charter includes five major design principles that are to be used by the team to make design decisions for the new system, and to identify and document issues when characteristics of the system conflict with these principles.

a) **Vanilla Implementation**
The intent of ERP solutions within the State of Delaware is to deploy these systems with minimal customizations or modifications. The Office of Pensions expects the Vendor to review all current systems and determine if functionality in the new release can eliminate or reduce customizations or modifications. This will minimize on-going maintenance cost and ensure a stable upgrade path.

b) **Best Practices**
Implement PeopleSoft modules, features and functions that add value to current practices. The project is an opportunity to improve the way the Office of Pensions conducts its business through adoption of best practices embedded in PeopleSoft functionality and processes.

c) **Reengineering**
Modify current business processes to enable an efficient upgrade and adoption of best practices. The project will pursue changes to policy, procedure, organization and legislation in order to realize system benefits.

d) **Simplification**

Minimize complexity by adopting only those modules, features and functions that provide tangible benefits to the Office of Pensions. Simplify current business practices wherever possible.

e) Accounting Precision

Ensure that accounting information is complete and traceable to tangible business events. This approach maximizes data quality, increases the transparency of accounting transactions and reduces the effort to control and audit these transactions.

3.03.2 Customizations and Modifications

The PeopleSoft 9.2 Upgrade Project will operate under the principle that the upgrade system will operate with as few modifications as possible. Recommendations to change operating policies and procedures of the Office of Pensions will be considered to accommodate the reduction or elimination of customizations and modifications. The intent of this principle is to reduce the burden of system upgrades and to minimize ongoing maintenance costs. The following additional definitions are intended to provide clarity to the Vendors in preparing responses to the RFP to the Office of Pensions:

a) "**Customization"** is any new product developed with PeopleTools or installed into the environment that provides functionality that was not provided with the original application product. The key characteristic of a Customization is that it has a very low probability of being affected by patches or fixes. In addition, new reports and custom interfaces would be considered Customizations. As such, Customizations are permitted under the principle, if there is a compelling business case for their inclusion in the system.

b) **"Modification"** is any change to a part of the application product or functionality that was originally delivered by PeopleSoft, and can be characterized as having a high probability of being affected by patches or fixes. When a patch or fix is applied, it wipes out the Modification, which then has to be "reapplied" to the product in development, "retested" in test, "reaccepted" in Quality Assurance (QA), and then moved back into production.

i. An example of a "**Minor Modification"** is changing a field from not required to required, adding items to a list of values, or changing a display label on a field. In general, Minor Modifications are changes made to component and record definitions using Application Designer. Minor Modifications are permitted under the principle and are assumed to be an extension of the configuration and table setup completed for these modules and included within the scope of the configuration task.

ii. An example of a "**Major Modification"** would be one that added or changed business logic by adding PeopleCode to a component or one that modified PeopleSoft table structures. Major Modifications are the ones directly addressed by this principle. When the term Modification is used within this RFP it is intended to refer to such Major Modifications.

3.03.3 Module Requirements

The Vendor will be responsible for mapping out the upgrade path for the following modules of PeopleSoft (Human Resources, Base Benefits, Payroll, and Pension Administration, e-Profile, e-Pay, and e-Benefits). The Vendor will review and determine if any customizations and modifications are able to be eliminated because of new functionality in the upgraded version of PeopleSoft.

a) Base Benefits
The Office of Pensions project team and the chosen vendor will review all current processes to determine if there are more efficient solutions to accomplish our current business requirements.

b) Human Resources Management
The Office of Pensions project team and the chosen vendor will review all current processes to determine if there are more efficient solutions to accomplish our current business requirements.

When adding, or changing data within a process the data should be validated, if not than a report should print showing the invalid data. The reporting should be complete and comprehensive when showing the invalid data, it should also include history. This will allow the Office of Pensions to have clean data in the system. Current processes need to be reviewed to see what ties are linked to each panel and how each panel are affected with other processes.

c) Payroll
The Office of Pensions project team and the chosen vendor will review all current processes to determine if there are more efficient solutions to accomplish our current business requirements.

d) Pension Administration
The Office of Pensions project team and the chosen vendor will review all current processes to determine if there are more efficient solutions to accomplish our current business requirements.

4.0 MANAGEMENT REQUIREMENTS

4.01 Management Topics

This section addresses a number of management and technical topics of importance to this project. Within "4.01 Management Topics" the structure of each topic is the same, describing:

- The requirements to be met by the Vendor in the fulfillment of this project (including a list of expected deliverables and work products);
- Background information on work completed to date by the Office of Pensions, which is relevant to the topic;
- Preferences of the Office of Pensions with regard to the nature of the work to be performed and the relative responsibilities of Office of Pensions and Vendor staff;
- A description of the information to be provided by the Vendor in their proposal.

In each response, the Vendor must address the methodology that will be used for deliverance of each topic.

4.01.1. Project Approach and Plan

The Vendor will be responsible for development and maintenance of the project task plan and schedule, based on the approach, methodology and tools used successfully by the Vendor in previous engagements. The Vendor will be responsible for regular reporting of progress against the plan, recommending corrective actions to be taken in the event of unanticipated changes to the plan or schedule, and regular updates to the plan and schedule to accommodate any changes.

a) Expected Deliverables and Work Products

i. Final Project Work Plan
ii. Project Status Reports
iii. Workshop Summaries

b) Background

The Office of Pensions anticipates that the final plan will be developed by the upgrade Vendor with input from the Office of Pensions project team. Key characteristics of this plan include upgrade of the entire system and implementation at the start of the quarter in a calendar year.

c) Office of Pensions Preferences

The Office of Pensions believes it is important for the successful Vendor to use their methodology, applying it to the particular needs of the Office of Pensions. The "how" of the project should, therefore, be provided by the Vendor, using a proven methodology, approach and work plan that the Vendor has used successfully in other PeopleSoft upgrades and described in the Vendor response to this RFP.

The Office of Pension expects the upgrade and all enhancements to roll-out at the point of go-live. The Office of Pensions will consider alternative proposals (phased, different time frame, different roll-out date) if they can be shown to substantially address the objectives of reducing risk, replacing existing systems and providing additional benefits to the Office of Pensions.

d) Vendor Response

The technical proposal must describe the Vendor's philosophy, methodology, and approach to the upgrade project and to project management; describe the methods, tools, and techniques the Vendor intends to use in providing project management services; provide a description of key methods or technique; provide a high-level project plan and schedule identifying major milestones and deliverables; describe the Vendor's approach to managing the schedule, controlling costs, mitigating risk, and limiting "scope expansion" to the project. The Office of Pensions expects both the project plan and the schedule to undergo significant refinement during the planning phase of the project. For each major milestone and deliverable, the Vendor shall identify the roles and responsibilities of the Vendor and Office of Pensions staffs in the completion of each deliverable.

The work plan and schedule must assume the complete roll out of the upgrade with identified enhancements, and start-of-calendar year quarter roll-out (baseline). However, the technical proposal may also present one alternative approach. If an alternative is presented, it must include a high-level comparison to the baseline, and discuss the non-financial costs and benefits to the Office of Pensions for adopting the alternative approach.

The cost proposal must include the costs of any software licenses for tools proposed by the Vendor. If an alternative is presented, the cost proposal must include a comparison of the identified PeopleSoft modules costs for the alternative and the baseline.

4.01.2. Project Staffing and Qualifications

The Vendor is responsible to provide and maintain sufficient numbers of qualified management, technical and functional staff to meet the needs of this project and provide the services outlined in the Vendor's response to this RFP. The Vendor is also responsible for development of a detailed resource plan for both Vendor and

State staff, which defines the staffing and staff organization, identifies all team participants and their roles and responsibilities. The Vendor must identify key staff and will be required to commit these staff for the life of the project except for legitimate personal reasons, employment termination, acts of God or mutual agreement between the Office of Pensions and the Vendor. Any replacement of key staff should have skills and qualifications equal to or greater than the individual that departed. In any case, the Office of Pensions reserves the right to interview and agree or not agree on the replacement.

a) Expected Deliverables and Work Products

i. Detailed Resource Plan

b) Background

The Office of Pensions is planning to provide a full-time staff of 3 individuals to this project. Of this number, 1 will be of a technical nature and 2 will be functional experts. The Office of Pensions will also provide part-time staff as needed to support testing, training and roll-out. The numbers of these additional staff will be determined during the upgrade project.

The Pension Administrator, Deputy Pension Administrator, and Pension Office Information Systems Manager, will serve as project sponsors who will provide regular oversight of project activities. The Vendor project manager and the Office of Pensions project manager will meet weekly with the project sponsors.

c) Office of Pensions Preferences

The Office of Pensions has a strong preference for consultants with previous experience with upgrade projects, implementation projects, e-apps, and general enhancements in the identified modules of PeopleSoft in a state government environment as well as an excellent understanding of their particular area(s) of responsibility. To obtain the best consulting team possible, the Office of Pensions is willing to be flexible in the staging of consulting assignments and will work to minimize the time between submission of proposals and start of the contract in order to ensure that the most qualified team available is assigned to the project.

d) Vendor Response

Vendors shall describe the proposed management structure and identify key personnel who will be assigned to this project. Resumes for all key personnel shall be included along with three personal references. At a minimum key staff will include the Vendor Project Manager, the Technical Leads and the Functional Leads.

Because project methodologies may differ, the proposal must outline Office of Pensions staffing needs based on the Vendor's methodology within the parameters outlined in this RFP and describe the recommended working and reporting relationships between Office of Pensions and Vendor staff.

4.01.3. Business Process Reengineering and Workflow Design

The Office of Pensions expects the Vendor to evaluate current business processes and make recommendations for reengineering of these processes based on software changes in the new PeopleSoft version. These recommendations should attempt to reduce customizations and modifications and improve efficiency in the Office of Pensions PeopleSoft environment. The Vendor is responsible for producing the final business process documents, which describe the processing steps and process flow for each business process included in the functional scope of the system. These documents will be used to support unit, system and acceptance testing; development of training materials; and development of end-user documentation.

a) Expected Deliverables and Work Products

i. Final Business Process Documents
ii. Final Workflow Requirements
iii. Workshop Summaries

4.01.4. Issues and Risk Management

The Vendor is responsible for reviewing and recommending changes to the Office of Pensions issue and risk management processes and assisting the Office of Pensions Project Manager in the management and maintenance of these processes.

Every project that is undertaken has associated risks. A focus in every ERP upgrade project is management of cost, schedule and performance risk. Project risks are uncertainties, liabilities or vulnerabilities that may cause a system upgrade project to deviate from the defined plan. The Office of Pensions seeks a clear means to compare planned versus actual status at a sufficiently detailed level to ensure the Office of Pensions can adequately monitor the progress of the project.

a) Expected Deliverables and Work Products

i. Issue and Risk Management Recommendations

b) Background

An issue is defined as any problem that will impact the PeopleSoft configuration, implementation or impede the progress of the project and requires a decision for resolution; if the issue cannot be resolved by the Project Manager and Project Team, escalation to project sponsors is required. Issues are categorized (e.g., technical, functional) and tracked within word documents and an excel spreadsheet. Key issues are brought to project status meetings for discussion with the Office of Pensions Project Team where they are resolved or escalated to the executive sponsors.

c) Office of Pensions Preferences

The Office of Pensions believes that it is essential to proactively manage those issues and risks that face this upgrade project so that it can be completed on schedule, within the project budget, and with high quality. Potential upgrade Vendors should be prepared to identify how they would address various issues and risks that may threaten the cost, schedule or quality of the upgrade effort. Risk management plans and processes need to identify, describe and classify the issues and risks, identify potential responses and lay out the action steps for the responses. In addition, the plans and processes should identify contingency steps that would be pursued if the initial response is unsuccessful.

d) Vendor Response

The Vendor shall describe in its response its issue and risk management strategy, including a detailed description of its methodology, plan or process, and the respective responsibilities of the Office of Pensions and the Vendor. This response shall also contain a description of any templates, flows, functions, and communications that are available to project managers to use in risk identification, risk analysis, risk mitigation, risk reporting and risk tracking and how these elements are used to address issues and risks associated with cost management, schedule management and performance (quality) management. The Vendor shall also provide examples of how its methodology, plan or process is applied to no less than three, nor more than five, actual upgrade risks and identify the project risk event, probability, impact, mitigating mechanisms, strategies and plans and responsibility (Office of Pensions or Vendor).

4.01.5. Knowledge Transfer

Knowledge transfer is a continuous process designed to enable the Office of Pensions to properly support the operation and continuous improvement of our

PeopleSoft application without the support of external consultants. The Vendor will be responsible for development of a knowledge transfer plan for the Project Team. Through training, workshops and mentoring relationships, the Vendor will be responsible for educating the Project Team in the methodology and task plan to be used on the project as well as the skills and techniques needed for ongoing maintenance of the system.

a) Expected Deliverables and Work Products:

i. Final Knowledge Transfer Plan

b) Office of Pensions Preferences

The Office of Pensions believes that knowledge transfer should be an integral part of the overall project plan that incorporates classroom training, one-on-one coaching and directed work experience. The plan should identify the knowledge and skills team members need to acquire, the methods to be used to obtain these skills, and a mechanism for tracking progress.

c) Vendor Response

The technical proposal must describe the Vendor’s knowledge transfer philosophy, the approach that will be used in the project and a discussion of how this approach will ensure a competent Office of Pensions workforce that will be able to take ownership and run the completed system. The project work plan must identify key milestones in the knowledge transfer process and identify major deliverables of this process.

4.01.6. Quality Assurance

The Vendor is responsible for participating with the Office of Pensions in ensuring the overall quality of the final product of this project. The Vendor is required to utilize the Office of Pensions quality assurance process and recommend ways to improve this process on an on-going basis. The quality assurance plan is the foundation on which the project deliverables, particularly those addressing changes to aspects of the project or its elements, will be built to meet expectations and needs in accordance with specifications and standards. The Office of Pensions project team and Vendor will work together to determine the process that will be used to ensure quality control.

Quality assurance involves: a) ensuring that the achievement of quality objectives is not left to chance; b) ensuring project methodologies, standards, and controls are appropriate and reasonable for the project environment; c) reviewing the adequacy of and adherence to project standards and controls, issue tracking, and risk management; d) ensuring quality control provides a basis for improving the project deliverables and knowledge transfer; e) ensuring that quality is monitored and defects identified, along with corrective actions; and f) ensuring that identified faults are rectified and that the chance of recurrence is minimized.

a) Expected Deliverables and Work Products

i. QA Recommendations
ii.QA Process Documentation

b) Background

Office of Pensions has a process in place to address change control and quality assurance so that they meet industry standards and all involved parties are held accountable. This process uses Stat® ACM for PeopleSoft as an integral tool. The Office of Pensions approach to quality assurance involves a series of validation and verification steps in the system development lifecycle to ensure each step is logically related and traceable to business requirements.

This process relies on the use of technical and functional positions to review the work done in moving from request for a change to implementation of that change. In this process, the business requirements are laid out and approved before any technical activities are undertaken and requirement documents are matched against a pre-approved document outline and abstract,. The technical activities take place following various reviews and approvals. At varying stages throughout the process checks are made to see that the design matches the documentation of the requirement, the development matches the design, and test results (user acceptance testing) match the initial request.

c) Office of Pension Preferences

The Office of Pensions proposes the Project Manager from both the Vendor and the Office of Pensions establish the quality control methodology and process that will be used on the upgrade project. The Office of Pension would manage this quality assurance process and be responsible for the development, testing and approval of requests.

d) Vendor Response

The Vendor's response must describe its preferred approach to quality assurance, describing how this approach will be employed to assure that each type of deliverable (written, software or non-software) is of high quality before it is submitted to the Office of Pensions for review and approval. The Vendor must describe the Vendor's approach to requirements traceability and quality assurance management (metrics tracking the who and what of quality assurance and change control).

4.01.7 System, Database and Security Administration

The Vendor will be responsible for assisting in the initial system set up, database set up and the review of the existing security set up. During the project, the Vendor will be responsible for supporting Office of Pensions staff and administration during the upgrade project. This support will include analysis and recommendation for installation of all interim and final configurations of the PeopleSoft application and associated databases. As well as any recommendations at it pertains to required changes to the existing security setup which will need to conform to the Office of Pensions security standards. The implementation of PeopleSoft service packs, updates and fixes during the term of this contract will be the responsibility of the Vendor.

a) Expected Deliverables and Work Products

i. Installation and Configuration Recommendations
ii. Analysis of Issues and Problems
iii. Mentoring for System, Database and Security
iv. Administration

b) Background

It is anticipated that multiple environments of applications and databases for development, testing, training and production will be created to support the upgrade of the existing PeopleSoft application.

c) Office of Pensions Preferences

It is the Office of Pensions intent to perform the system, database and security administration activities after suitable classroom and on-the-job training and knowledge transfer from the Vendor has been completed. DTI will oversee the installation of the hardware. The Office of Pension will use PeopleSoft to install the application software and certify the installation.

d) Vendor Response

In its response, the Vendor will describe how the application environments will be configured and managed during the upgrade and its approach(s) for managing configurations, test data, patches, performance tuning and security. The Vendor will also need to indicate the numbers and types of positions it will assign to support this activity and the methodology it will use to transfer this activity to the Office of Pensions.

4.01.8. Collaboration and Productivity Tools

The Vendor is responsible for providing the structure, tools and techniques to document and maintain the deliverables, work products and other artifacts of the upgrade project. The Vendor is responsible for documenting the information management process to be used in this project and train all Project Team members in this process.

a) Expected Deliverables and Work Products

i. Information Management Documentation
ii. Information Management Training

b) Background

Delaware IT projects have a long history of using automated tools to support the work of Project Teams. In the past, the Office of Pensions has used Excel spreadsheets and Word documents to track our ERP projects. Other ERP projects within the State have accomplished the same results using SharePoint and Lotus Notes.

c) Office of Pensions Preferences An ERP upgrade project is simply too complex to be managed without the use of electronic tools to capture and relate the many items that will be produced during the effort. The Office of Pensions believes that it may be beneficial to adopt a different toolset if they have been used successfully by the Vendor on similar projects. The Office of Pensions must have the license and right to continue to use any such tools and access all project documentation after project completion.

The Office of Pensions understands that many implementation Vendors have developed or licensed databases and automated tools designed to provide proven reference documents and templates to increase productivity; assistance in managing the project and tracking progress; means to communicate and collaborate effectively; and serve as a repository of project documentation. The Vendor may propose to employ such tools for this project or to use the existing tools.

d) Vendor Response

The technical proposal must describe the process that will be used to manage all project artifacts and describe any tools proposed for use by the Project Team during the upgrade, listing the feature and functions along with an overview of the benefits that may be realized through the use of these tools. This description must also provide an understanding of how the tools fit with the proposed work plan and methodology.

The cost proposal must present all costs associated with initial and ongoing costs for use of the proposed tools and describe how the Office of Pensions will be given the perpetual right to use these tools and the tool content developed or developed during the project.

4.02. Technical Topics

4.02.1. Technical Environment

PeopleSoft HCM 9.2 will be installed in the development environment by DTI and certified by PeopleSoft. Additional instances will be created as needed. During the initiation phase of the project, it will be the Vendor's responsibility to review the development software installation and make recommendations for enhancement or improvement based on the Vendor's previous upgrade experience. Prior to roll-out, it will be the Vendor's responsibility to work with the DTI to design the configuration for the production environment. Throughout the project, it will be the Vendor's responsibility to assist in the analysis and resolution of problems and issues related to the environments as they are identified.

a) **Expected Deliverables and Work Products:**

i. Development Environment Assessment Report
ii. Production environment recommendations
iii. Documentation of issue analysis and resolutions

b) **Background**

The Office of Pensions is planning to host the development and production environments which will be located at DTI. In addition, DTI hosts and maintains development and production environments for PHRST. The Office of Pensions will have database links to the necessary PHRST environments for development and testing of the Human Resources and Payroll interface programs.

c) **Office of Pensions Preferences**

It is the desire of the Office of Pensions to leverage e-applications to improve collection of information from agencies and to better service our active and retiree communities. The Office of Pensions expects the Vendor to review the planned hardware and software infrastructure and make recommendations that would create the most efficient environment for both our office staff and the outside user community.

d) **Vendor Response**

The technical proposal must demonstrate the Vendor's knowledge, expertise and experience in the configuration of PeopleSoft HCM environments with e-applications and must describe the approach that will be taken to address the requirements of this topic.

4.02.2. PeopleSoft HCM Configuration

The Vendor is responsible for developing final documentation for configuration options, table set up, and special requirements for the Office of Pension's PeopleSoft 9.2 Upgrade project. This documentation will identify any modifications (special requirements) to be made as part of the configuration process using Application Designer. The design documentation is concerned with customizations, major modifications, and custom workflow. The product of this activity will contribute to the final design of the upgraded system.

a) **Office of Pensions Preferences**
It is the Office of Pensions sentiment that the design documentation is essential in maintaining and managing a complex technical environment, especially one that will change in the future. By providing thorough and complete documentation, future upgrades and on-going maintenance will be made easier.

b) **Vendor Response**
The Vendor's response must describe the approach and steps recommended for the final documentation of configuration and setup of the Office of Pensions PeopleSoft 9.2 HCM upgrade environment. The technical proposal must provide an example of the design documentation to be used by the Office of Pensions prior to the Vendor's arrival.

4.02.3. Design Specification (Modifications/Customizations)

The Vendor is responsible for finalizing requirements and developing the design specifications for the upgrade project. The Vendor will be responsible to incorporate all existing modifications, customizations, and the new enhancements identified by the Office of Pensions into the upgrade project plan.

a) **Expected Deliverables and Work Products**

i. Requirement Specifications
ii. Design Documentation
iii. Documentation of issue analysis and resolutions

b) **Background**
It has always been the intent of the Office of Pensions to limit the amount of customizations and modifications to our PeopleSoft environment. The preferred approach for all system analysis and design is to take into consideration solutions that work within the PeopleSoft delivered functionality. If this does not meet our business requirements, then, solutions using customizations will be considered.

As a last resort, solutions requiring modifications to PeopleSoft delivered processes will be approved.

As indicated in Section 3 in this RFP, the Office of Pensions has classified changes to the system in three varieties. Customizations, according to the Office of Pensions, is any new product developed with PeopleTools or installed into the environment that provides functionality that was not provided with the original application product.

A modification is any change to a part of the application product or functionality that was originally delivered by PeopleSoft, and can be characterized as having a high probability of being affected by patches or fixes. Within the definition of modification, there are two degrees of modifying the system: minor and major.

The customizations and major modifications identified in Section 3 of the RFP are the subject of this topic.

For the purposes of implementation planning and estimating, the Office of Pensions considers the following four levels and their associated hours: Small (40 hour or less), Medium (41-80 hours); Large (81-120 hours); and Significant (120+ hours).

c) Office of Pensions Preferences

It is the Office of Pensions preference that major modifications and customizations to the core system applications be limited. However, the Office of Pensions recognizes that additional changes outside the scope presented in this RFP may be identified during the course of the project. Any modifications or customizations that are approved should be subject to the change control and quality assurance activities adopted for the project.

d) Vendor Response

The Vendor’s proposal must outline their approach to development of customizations and modifications and how the identified customizations and modifications will be incorporated into the overall work plan. The proposal should demonstrate that the Vendor understands the identified modifications and customization as well as the definition of customization and modification developed for this project.

The Vendor’s response must propose a process for the identification, documentation review and approval of any new customizations or modifications and discuss how the changes to the project scope can be controlled.

The Vendor's cost proposal must identify labor categories and rates that will be used to cost any customizations or major modifications identified during the project, and guarantee those rates for the life of the project, and identify labor categories, rates, hours and total cost for the small, medium, large and significant changes (See section 7.1.14).

4.02.4. System Build, Unit and Integration Testing

The Vendor is responsible for development, execution and documentation of unit tests for all changes and certification that these changes are ready for integration test. All changes will use the quality assurance process described in Section 4.1.6 of this RFP.

a) Expected Deliverables and Work Products

i. Modifications to Configuration and Design Documentation
ii. Software and Related Source Code, as applicable
iii. Unit Test Plans and Results
iv. Integration Certification
v. Documentation of development issue analysis and resolutions

b) Background

The State has an established process for change control and quality assurance that the Vendor will be required to use during the development process for all development activities – those related to configuration, customizations and modifications as well a for conversion, interfaces and reports.

c) Office of Pensions Preferences

The Vendor will have primary responsibility for the upgrade tasks and system enhancements. Staff from DTI will be available to provide DBA and UNIX support as needed. Office of Pensions Project Team members will assist with all aspects of the project.

It is anticipated the Vendor will bring strong development and management skills to the project, along with a well-proven series of metrics to track the success of the system build and unit testing process.

d) Vendor Response

The Vendor's response should describe their approach to system development and clearly demonstrate the Vendor's understanding of the work required under this topic.

The methodology will need to include a discussion of the Vendor's experience and in "tuning" of the application and the system within the environment it will be operating to ensure maximum efficiency in the use of the system and those using the system. Furthermore, the Vendor must provide an example of the documentation that will be produced using their methodology to document the results of the development activity. It is expected that the methodology will also incorporate knowledge transfer and on-going coaching to the Office of Pensions team during these activities.

4.02.5. Change Control (Scope & Schedule)

As important as the requirements contained within the RFP is the on-going management of the scope of work throughout the implementation timeline of the project. Defining an achievable scope and then controlling that scope is crucial to meeting deadlines and implementation dates. In order to realize the success of this project, a comprehensive change control program should be identified early in the project and followed rigorously throughout the duration of the implementation phase.

The Vendor will be responsible for working with the Office of Pensions to manage and limit changes to the scope of work during the project. Through training the Vendor will be responsible for educating the Project Team in the change control plan and tracking tools to be used to address management of scope on the project.

The Vendor and the Office of Pensions will establish a process to ensure that any customization requirements are clearly documented, analyzed and reviewed by appropriate management and that the appropriate level of user buy-in is achieved. This will ensure change orders are minimized throughout the project.

a) Expected Deliverables and Work Products:

i. Change analysis and recommendation
ii. Change Log
iii. Change Control Plan

b) Background

The Office of Pensions has made an intense effort to develop the technical requirements that accurately define the scope of the project.

Section 3 provides an overview of the modules and major functional requirements that are within the scope of work of Delaware's implementation effort. The information presented in this section is based on the work completed by the Project Team to date.

c) Office of Pensions Preferences

Scope management ensures that the project meets stakeholder expectations and is delivered on time and within budget. During project implementation, changes may be necessary regarding what is to be delivered, who is responsible for delivery, budget, and/or schedule. The purpose of change control is not to eliminate changes; rather, the purpose is to ensure a fully informed evaluation of scope changes, resulting in the inclusion of only those changes that are consistent with the goals and the overall strategy of the project.

A process must be put into practice to allow requests for changes to be analyzed by pre-defined criteria. In this process, a certain value must be established to determine the necessity of the change and to verify if a formal process is required. The Office of Pensions would ensure that only validated items are considered for the change control process.

The change control plan must contain measures to evaluate the importance and need for the request. The format of the review process should include prioritization, impact upon project schedule, resource assignment, financial costs, and the total cost of ownership including future maintenance and training. In addition, an approval process should be based on predefined metrics. Upon approval from both the Vendor and the Office of Pensions for each change item reviewed, an addendum should be made to the existing contract when appropriate.

d) Vendor Response

The Vendor's response will propose a change control plan and methodology that it has used on other similar projects. The proposal must describe how the Vendor and the Office of Pensions can manage the project to minimize or eliminate scope expansion and change orders. A final change control plan will be established and made part of the final contract for this project.

4.02.6. Testing

The Vendor is responsible for developing the test plan and supporting documents, which identify the processes, tools, tasks and materials to be used for unit, integration acceptance and stress testing of the system. The Vendor is further responsible for documenting the successful execution of the test plan and any modifications that were required for successful execution. During and after end user training, the Office of Pensions will, with support from the Vendor, conduct final user acceptance and system stress testing. Although user acceptance testing is an Office of Pensions responsibility, the Vendor will be responsible for development of the acceptance test plan and for the development of the acceptance test scripts. The Office of Pensions will modify the acceptance test scripts as required.

The Vendor will perform unit, system, conversion and integration testing in addition to performance testing associated with each element prior to the Office of Pensions conducting user acceptance testing. The Vendor will provide written certification that adequate and sufficient testing has occurred prior to the Office of Pensions performing user acceptance testing.

a) Expected Deliverables and Work Products

i, Unit, System and Acceptance Test Plans
ii. Test scenarios, scripts and test case data
iii. Documentation of Successful Test Execution
iv. User Acceptance Test Certification
v. Documentation of development issue analysis and resolutions

b) Background

The Office of Pensions pre-implementation project plan includes tasks for the development of business process document to provide an explicit representation of how work will be performed These business processes are being documented as “use cases” as described in the Reengineering Phase Products Summaries.. All business process documents are targeted for completion prior to the start of testing. It is expected that these documents will be leveraged by the Vendor to develop scenarios for integration and acceptance testing.

c) Office of Pensions Preferences

It is anticipated the Vendor will be the lead in testing prior to the user acceptance testing activities and be supported by Office of Pensions resources during this initial testing. The Office of Pensions will expect a detailed test plan to ensure a successful outcome to testing activities. This plan will provide the base for all subsequent testing tasks. The Office of Pensions will require that the testing activities and any associated training be completed in a reasonable amount of time (such time to be accommodated by project implementation schedule).

The test plan must include the scheduling assumptions for Office of Pensions resources that will be required in each phase of the testing. In addition, the systems and integration testing will include all parts of the system as a whole and include the required enhancements, interfaces and reports. The test plan will include a discussion of how the Vendor will use “real” examples in the test scripts (scenarios) to ensure that the Office of Pensions needs are met.

The Office of Pensions utilizes User Productivity Kit (UPK) and On-Demand Personal Navigator 9.1.5 for documentation and training. The Office of Pensions expects to use these technologies for this project.

d) Vendor Response

The Vendor response must describe the Vendor’s approach to testing and include an outline of a test plan that will be developed by the Vendor. At a minimum, the outlined test plan will need to address what will be tested; who will perform the testing; when the testing will be conducted; how the testing will be performed; how will the Office of Pensions know when testing is complete; and what will be produced from the test. Other points to be addressed in the Vendor’s response are regression testing strategy (to verify and ensure that the system modifications do not indirectly impact other areas of previously approved ERP system functionality), and any tools proposed by the Vendor to facilitate the testing process. The Vendor will be responsible for resolving any deficiencies in the PeopleSoft system throughout all testing efforts.

4.02.7. System Rollout

The Vendor is responsible for working with the Office of Pensions to develop the rollout plan, which documents the schedule, procedures and contingency plans for the deployment of the system, and for producing close-out documentation, documenting successful implementation and acceptance of the new system.

a) Expected Deliverables and Work Products

i. Rollout Plan
ii. Closeout Documentation

b) Background

The currently scheduled Go-Live date is October, 2014. However, the Vendor should not feel bound by the October, 2014 date and should develop the best project plan and timeline to fully address business requirements as outlined.

c) Office of Pensions Preferences
The Office of Pensions is expecting the Vendor to be present and coordinate the rollout planning and the Go-Live process. The Office of Pensions will manage and execute the actual rollout activities. The Office of Pensions prefers the rollout at the start of a quarter. The Office of Pensions will consider proposals for alternative strategies (e.g., phased, different time frame, different rollout date) if they can be shown to substantially address the objectives of replacing existing systems and provide additional benefits to the Office of Pensions. It is expected that the Vendor's approach will provide rollout support that minimizes costs and maximizes availability.

d) Vendor Response
The Vendor's response must describe its approach to implementation and rollout planning, identify its successful rollout strategies and techniques, explain its preference (and illustrate with success stories) and recommend a preliminary rollout strategy for this upgrade project and describe the relative roles of the Office of Pensions and the Vendor assumed for this recommendation.

4.02.8. Post Implementation Support

The Vendor is required to provide 75 days of on-site post implementation support for the system. The support for the system will address post implementation fixes and technical support to the application.

a) Expected Deliverables and Work Products

i. Technical and Functional Support

b) Background
The Office of Pensions has significant experience with the technical aspects of PeopleSoft applications having gained this experience through the development, implementation and operation of its CRIS system (PeopleSoft's Human Capital Management 9.0).

c) Office of Pensions Preferences
The Office of Pensions believes that through knowledge transfer, training, testing and other associated learning experiences gained through working with the Vendor during the upgrade project, it will be reasonably prepared to undertake ongoing operations. The Office of

Pensions feels that additional technical support will be required to carry out system fixes and upgrades that occur during the first months of system operations. In addition, the Office of Pensions may need post implementation functional support until all processes have been run in the production environment.

d) Vendor Response

The technical proposal must describe the Vendor's philosophy and approach to providing the technical and functional post implementation support requested and identify the resources it would make available to the Office of Pensions to provide this support.

In the cost proposal, the cost of this support must be identified in the separate schedule provided.

4.03. Project Phases

While the final work plan will be based on the submission from the successful Vendor, the material in this section is based on the assumption that the project will go through five major phases:

4.03.1 Initiation Phase

The primary focus of the initiation phase will be the review and assessment of the products produced by the Project Team and the transitional milestone for this phase will be the approval of a final project plan that reflects the results of this assessment.

4.03.2 Design Phase

The design phase will focus on completion of the module configuration documents and design documents for customizations, modifications, interfaces, conversion and reports. The transitional milestone for this phase will be the critical review and acceptance of all design materials.

4.03.3 Build Phase

Implementation of the design documents will be the focus of the build phase, which will culminate in the user acceptance test and the acceptance of the system.

4.03.4 Transition Phase

The transition phase is concerned with the transition of the system from the development to the production environment and the roll-out of the system to users. The transition phase ends with documentation of a successful rollout.

4.03.5 Training Phase

Overlapping build and transition is the training phase, ensuring that all users are adequately prepared to used the system on a daily basis and that the infrastructure is in place to support them. This end of this phase is marked by successful completion of all training.

The completion of all phases moves the system to production operations and post production support.

5.0 RFP INFORMATION

5.01 RFP Issuance

5.01.1 Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware website at www.bids.delaware.gov .

Paper copies of this RFP will be available upon request by contacting:

John McCartney, Jr., Information Systems Manager
State of Delaware
Office of Pensions
McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904
FAX: (302) 739-6129
EMAIL: john.mccartney@state.de.us

5.01.2 Public Notice

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

5.01.3 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.

5.01.4 RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the Office of Pensions. 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.

John McCartney, Jr., Information Systems Manager
State of Delaware
Office of Pensions
McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904
FAX: (302) 739-6129

EMAIL: john.mccartney@state.de.us

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

5.01.5 Consultants and Legal Counsel

The Office of Pensions 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.

5.01.6 Contact with State Employees

Direct contact with State employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State 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.

5.01.7 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 for any reason is ineligible to respond to the RFP.

5.01.8 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 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.

5.02 Questions

5.02.1 Questions Regarding the RFP

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of December 5, 2013. 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.

All questions must be submitted via U.S. Postal Service, fax, or email to:

John McCartney, Jr.
Information Systems Manager
State of Delaware
Office of Pensions

McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904
FAX: (302) 739-6129
EMAIL: john.mccartney@state.de.us

Questions should be submitted in the following format. Deviations from this format will not be accepted.

a) Section number

b) Paragraph number

c) Page number

d) Text of passage being questioned

e) Question

Questions not submitted electronically shall be accompanied by a CD formatted in Microsoft Word or PDF.

5.02.2 RFP Revisions

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

5.03 RFP Submissions

5.03.1 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.

5.03.2 Vendor responses to RFP requirements

Vendor proposals must be submitted in the format specified **in *the RFP***.

5.03.3 Submitting a Proposal

Proposals received after the specified time and date will not be 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.

All proposals must be submitted in sealed opaque envelopes or cartons, clearly identifying:

a) The appropriate RFP bid reference key (**Bid**OMB14101-PS_HCM_PROJ)

b) The applicable proposal due date and time December 20,2013; 3:00 PM EST.

c) The name and address of the submitting Vendor

d) A bold indication of the contents (PROPOSAL)

Bidder must provide a total of **one original, 6 copies and a CD (containing an electronic copy in either MS Word or PDF format)** of the bidder's proposal, in its entirety. (Paper copies may **not** be submitted by facsimile transmission)

The original paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a Vendor signature. The technical and cost proposals must be placed into a sealed envelope conspicuously labeled "Sealed Proposal – Office of Pensions EDMS Proposal."

Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), U.S. Mail (**any proposal submitted by U.S. Mail shall be sent either certified or registered)**, or by hand to:

State of Delaware
Office of Pensions
Attn: John McCartney, Jr.
McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904

5.03.4 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.

5.03.5 Proposal Costs and Expenses

The State 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.

5.03.6 Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder for at least 180 days after the RFP deadline. The State reserves the right to ask for an extension of time if needed.

5.03.7 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.

5.03.8 Proposal Opening

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

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

5.03.9 Non-Conforming Proposals

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

5.03.10 Concise Proposals

The State 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's interest is in the quality and responsiveness of the proposal.

5.03.11 Realistic Proposals

It is the expectation of the State 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 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.

5.03.12 Confidentiality of Documents

All documents submitted as part of the Vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State's Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract.

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C*. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State will open the envelope to determine whether the procedure described above has been followed.

5.03.13 Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will e 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 and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all Vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State, 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 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 expects to negotiate and contract with only one "prime vendor". The State 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 from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b) Sub-Contracting

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

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

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.

5.03.14 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 subcontractors must be identified by name. Any sub-contractors must be approved by State.

5.03.15 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's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

RFP Question and Answer Process shall be as identified in Section 5.02.1 above.

5.03.16 State's Right to Reject Proposals

The State 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's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State may deem necessary in the best interest of the State.

5.03.17 State's Right to Cancel Solicitation

The State reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State 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. Vendor's participation in this process may result in the State 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 to execute a contract nor to continue negotiations. The State may terminate negotiations at any time and for any reason, or for no reason.

5.03.18 State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the State 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.

5.03.19 Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State 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 at the proposal submission deadline. All proposals received are considered firm offers at that time.

5.03.20 Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State's website at http://bids.delaware.gov. The State is not bound by any statement related to this RFP made by any State employee, contractor or its agents. In addition, Tab 2 must be completed and included with this proposal.

5.03.21 Exceptions to the RFP

Any exceptions to the RFP, or the State's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

5.03.22 Award of Contract

The final award of a contract is subject to approval by the State. The State 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 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.

5.03.23 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 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 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. The award is subject to the appropriate State approvals.

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

5.04 RFP Evaluation Process

An evaluation team ("Evaluation Team") composed of representatives of the State will evaluate proposals on a variety of quantitative and qualitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

5.04.1 Proposal Evaluation Team

The Evaluation Team shall be comprised of representatives of the Office of Pensions. The Evaluation Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Evaluation 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 Evaluation Team shall make a recommendation regarding the award to the Pension Administrator for the Office of Pensions, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful Vendor in the best interests of the State.

5.04.2 Proposal Selection Criteria

The 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 Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State to be essential for use by the Evaluation 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 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 Evaluation Team.

The Evaluation 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.

5.04.3 Criteria Weight

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

Criteria	Weight
Past performance in implementation or upgrade of PeopleSoft environments	125
Experience and expertise in similar projects for governmental entities, demonstrated ability to bring projects in on time and within budgetary constraints	125
Experience and expertise in similar projects, demonstrated ability to bring projects in on time and within budgetary constraints	125
Vendor Responses to Functional and Technical Requirements	100
Vendor Responses to Management Requirements	125
Presentations & Demonstrations	100
Corporate qualifications including financial stability and ability to provide the required resources to support the services required by the RFP	125
Cost Proposal	75
References	100
Total	1000
Total	**100%**

5.04.4 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.

5.04.5 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.

5.04.6 Oral Presentations

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

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

5.05 Contract Terms and Conditions

5.05.1 General Information

a) The term of the contract between the successful bidder and the State shall be for _one___ year with __four_____ optional extensions for a period of one (1) year for each extension.

b) **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.

c) The selected Vendor will be required to enter into a written agreement with the State. The State 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.

d) The selected Vendor or vendors will be expected to enter negotiations with the State, 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.

e) The State'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.

f) The successful Vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State 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.

g) 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.

5.05.2 Collusion or Fraud

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

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

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

5.05.3 Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State employee or agent of the State 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 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 employees, contractors or agents of the State concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

5.05.4 Solicitation of State Employees

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State to leave the State'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's contracting officer. Solicitation of State 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 employee who has initiated contact with the Vendor. However, State employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

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

b) Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c) State of Delaware 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 as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful Vendor shall either furnish the State 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's licensing requirements may subject Vendor to applicable fines and/or interest penalties.

d) Notice

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

David Craik
Pension Administrator
State of Delaware
Office of Pensions
McArdle Building
860 Silver Lake Blvd. Suite 1
Dover, DE 19904

e) Indemnification

1. General Indemnification.

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

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State, the State 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 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 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 agrees to and accepts in writing.

f) Insurance

The Vendor shall provide a certificate of insurance to the State certifying that it has the requisite insurance coverage required by this section.

1**.** Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2**.** The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State.

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

a.	Commercial General Liability	$1,000,000 per person/$3,000,000 general aggregate

b.	Professional Liability	$1,000,000 per person/$3,000,000 general aggregate
c	Miscellaneous Errors & Omissions and Product Liability	$1,000,000 per person/$3,000,000 general aggregate
d.	Worker's Compensation and Employer's Liability Insurance	In accordance with applicable law

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

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

g) Performance Requirements

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

h) Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than five (5) years from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i) Costs and Payment Schedules

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

The State 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 may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j) Penalties

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

k) Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State. Additionally, the State shall be entitled to pursue any remedies available to it by law, including the recovery of pre-procurement costs incident to the default, from the terminated Vendor.

l) Termination for Convenience

The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State. If the contract is terminated by the State as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m) Non-discrimination

In performing the services subject to this RFP the vendor, 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.

n) Covenant against Contingent Fees

The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o) Vendor Activity

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

p) Work Product

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

q) Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State and the successful Vendor shall constitute the contract between the State 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'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 and the Vendor.

r) Applicable Law

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

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

1. the laws of the State of Delaware;

2. the applicable portion of the Federal Civil Rights Act of 1964;

3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

5. that programs, services, and activities provided to the general public under resulting contract conform to 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 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, County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s) Scope of Agreement

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

t) Other General Conditions

1. **Current Version –** “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.

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

5. **Status Reporting –** The selected Vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

6. **Regulations –** All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

7. **Changes –** No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State.

8. **Additional Terms and Conditions –** The State reserves the right to add terms and conditions during the contract negotiations.

u) 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.

5.05.6 DTI Standards and Policies

The successful vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to any Agreement resulting from this RFP comply with best practices and regulatory compliance for the data at all times, and the standards and policies promulgated by the State of Delaware and as modified from time to time during the term of the Agreement. State of Delaware standards and policies will be provided to bidders on a CD or emailed after a ‘Non-disclosure agreement’ is signed If any service, product or deliverable furnished pursuant to the Agreement resulting from this RFP does not conform to the State of Delaware standards and policies, the Offeror shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State of Delaware standards and policies. The Offeror shall be and remain liable in accordance with the terms of the Agreement and applicable law for all damages to Delaware caused by the Supplier's failure to ensure compliance with State of Delaware standards and policies.

The architecture and designs of any proposed technology solutions should be sufficiently detailed in your response.

5.05.7 RFP Miscellaneous Information

a) No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State.

b) 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.

c) Production Environment Requirements

The State 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.

5.05.8 Attachments

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

- Attachment 1 – Non-Collusion Statement
- Attachment 2 – Confidentiality and Proprietary Information
- Attachment 3 – Subcontractor Information Form
- Attachment 4 – Subcontracting (2nd Tier Spend) Report
- Attachment 5 – Performance Bond
- Attachment 6 – Employing Delawareans Report
- Attachment 7 – Office of Supplier Diversity Application

In accordance with Executive Orders 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses (VOBE) including Service Disabled Veteran Owned Businesses (SDVOBE), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by 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 this Subcontracting 2nd Tier report is found in Attachment 4.

2nd tier reports (Attachment 4) shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

6.0 PROPOSAL CONTENT REQUIREMENTS

The failure of a Vendor to meet any of the following RFP requirements will result in disqualification of the proposal.

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Additional pages may be attached and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a proposal.

Vendors are cautioned not to refer to a brochure as a response to a requirement. Vendors are expected to write full answers for each requirement and not refer to previous responses, for example, using “see above” or “See technical whitepaper, page 4”.

Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the Vendor’s response to the RFP. All discussion of proposed costs, rates, or expenses must only occur in the Cost Proposal.

6.01 Technical Proposal Vendor Response Section

This section provides Vendors with the opportunity to answer text-based questions about the implementation and project management services, including Vendor information

Where tables are provided, please respond in the space provided in the table. If you elect to create your own document to respond please use the Office of Pensions format and layout to facilitate the Proposal Evaluation Team’s review of the response. In any case, provide the response in either MS Word or PDF format.

The Technical Proposal must be bound, and organized behind tabs corresponding to the sections of the Technical Proposal Vendor Response Section, as follows:

TECHNICAL PROPOSAL	
Tab #	**Response Section**
1	**Proposal Overview**
2	**Vendor and Partner Overview & References**
3	**Vendor Certifications & Exceptions**
4	**Management Requirements**
5	**Technical Requirements**
6	**Required Vendor Attachments**
7	**Supplemental and Collateral Material**

6.02 Proposal Overview Transmittal Letter – Tab 1

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

1. Identify the submitting organization.

2. Explicitly indicate acceptance of the requirements in this RFP.

3. Bear the signature of the person authorized to obligate the organization contractually.

4. Acknowledge receipt of any and all amendments to this RFP.

6.02.1 Table of Contents

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

6.02.2 Executive Summary

Vendors shall provide an executive summary to familiarize the Office of Pensions executives and evaluators with the key elements and unique features of their proposal and by briefly describing how they will implement this project. The executive summary should at a minimum provide the following information.

a) A summary of the proposal to provide the Proposal Evaluation Team with an overview of the business and project features of the proposal.

b) Description of the project team and each team member’s roles and responsibilities and lines of authority and accountability.

c) Information on the background and qualifications of each partner. (Resumes should be placed behind Tab 6 of the Vendor Required Attachments.)

d) Discuss the risks and concerns arising from the Office of Pensions RFP.

e) Explain what is needed from the Office of Pensions to begin the project.

6.03 Vendor and Partner Overview and References – Tab 2

Please identify Vendors for each product or service proposed to be provided. If multiple Vendors will be providing any service, identify each Vendor and the specific system and/or service component they will provide.

Vendor Services Overview	
Service Component	**Provided By (Vendor Name)**
Vendor	
Prime Vendor	
Project Management Services	
Training (identify all Vendors)	
Systems Integration	
Interfaces Development	
Data Conversion	
Others (multiple, as needed)	

Insert additional lines as needed.

6.03.1 Vendor and Partner Overview

This section must be completed for each vendor included in the proposal. The Prime Vendor is to be the first organization.

Organization Information
Organization Name:
Prime Vendor? (Y/N):
Organization's Role & Responsibilities:

Primary Contact Information	
Name:	
Title:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	

Alternate Contact Information	
Name:	
Title:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	

Proposal Clarification Contact Information	
Name:	
Title:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	

Contract Negotiation Contact Information	
Name:	
Title:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	

Signing Authority Contact Information	
Name:	
Title:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-mail Address:	

Headquarters Address	
Address Line 1:	
Address Line 2:	
Address Line 3:	
City, State, Zip:	

Service Location Address	
Address Line 1:	
Address Line 2:	
Address Line 3:	
City, State, Zip:	

Vendor’s Relationship to Prime Vendor

General Information	
# Years in Business	
# Years	
# Employees • **Entire Org** • **Service Loc**	

Financial Information		
Fiscal Year	**Annual Gross Earnings**	**Net Earnings**
2012		
2011		
2010		
Fiscal Year End (month):		
Privately Held (Yes/No): • **If Yes, Financial Information Available?**		
Dunn & Bradstreet #:		

Bank Reference		
	Reference 1	**Reference 2**
Bank Name		
Address		
Phone		
Contact		
Date of Service		

6.03.2 Special Organizational Conditions

Disclose any of the conditions that have occurred within the past five (5) years and discuss their organizational impacts; judgments, pending litigation or other real potential financial reversals, contract terminations, known or planned sale, merger or acquisition of this Vendor's company or products, any mergers or acquisitions and any potential conflicts of interest with the State. If none of these conditions are known to exist, state "None":

Litigations

Contract Terminations

Mergers

Conflicts of Interest

6.03.3 Corporate Qualifications and Experience

The Vendor must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of major-sub-contractors in implementing the proposed software in an organization similar to the State's.

Qualifications & Experience

6.03.4 Vision and Strategy

Vendors should describe their organization's mission and vision and show how these items will provide the business direction and resources to enable the vendor to facilitate the successful implementation of a statewide ERP implementation in Delaware. Vendors must describe their strategy to providing key competencies and focused, service-oriented support required for a successful implementation.

Mission Vision & Strategy

6.03.5 Other Value Added Service or Options

Vendors are encouraged to thoroughly describe any other consulting or value-added services they feel that may contribute to the success of the project. The response to this specification may include other capabilities not included elsewhere in the Vendor's proposal.

Value Added Service

6.03.6 Financial Stability

Vendors must submit copies of their most recent years independently audited financial statements, as well as those for the preceding year. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, and cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Vendor, the Vendor must document the reason and, instead, submit sufficient information to enable the Proposal Evaluation Team to determine the financial stability of the Vendor.

Financial Stability

6.03.7 Vendor Install Base & References

Vendors and subcontractors shall provide a list of three installations where the Vendor implemented an ERP system and the work was similar in size, application, and scope to the projects described herein. The State will contact these companies and ask them about the Vendor's technical capabilities, project management skills, and ongoing support after installation. One of the three reference accounts may be chosen for a site visit by the Proposal Evaluation Team.

At least ONE (1) of the references must be a state government implementation or similar sized public body implementation where the Vendor was the Prime Vendor of implementing a PeopleSoft Human Resource, Payroll, Pension, or e-application solution and is in current operation. The Vendor is encouraged to include additional references that it believes the Proposal Evaluation Team would find helpful in thoroughly evaluating its proposals.

To warrant consideration for this contract, Vendors and subcontractor(s) must successfully pass reference checks. Subcontractors with more than 25 percent participation in the project by dollar amount shall provide references. Subcontractors with less than 25 percent participation, Vendors shall list all subcontractors who participate in the project.

The Vendor must also include three client references for each sub-contractor listed in the proposal response.

Install Base & References			
	Reference 1	**Reference 2**	**Reference 3**
Organization Name			
Address			
Phone			
Contact			
Project Summary			
System Description			
Hardware Platform			
Software Platform			
# of Users			
Implementation Start Date			
Implementation End Date			
Approximate Cost			

6.04 Vendor Certifications and Exceptions –Tab 3

6.04.1 RFP Acceptance

Provide assurance that the entire contents of this RFP, including all attachments, have been read and accepted by your organization. Please discuss any issues or limitations:

RFP Acceptance	
Read and accept all aspects of this RFP? (Yes/No):	
Issues or Limitations:	

6.04.2 Vendor Assumptions

State any assumptions or dependencies presumed in this proposal. Identify each assumption with a unique numerical identifier. If there are no additional assumptions, the Vendor must indicate NONE in the attached table.

ID #	Assumption or Dependency

6.04.3 Exceptions to the RFP

Note any exceptions taken to any aspect of the RFP. Exceptions to detailed technical or management requirements should be discussed in the Vendor response to the appropriate section and referenced herein the RFP Exceptions List.

All exceptions must be documented here regardless of whether they appear elsewhere in the proposal. Where specific exceptions are noted, please reference the RFP section and/or item number and identify the proposal page number. If there are no exceptions, the Vendor must indicate NONE in the attached table.

RFP Exceptions List		
Section /Item #	**Page #**	**Description of the Exception**

Insert additional lines as needed.

6.04.4 Response to Terms and Conditions

The contract between the Office of Pensions and a Vendor will follow the format specified by the Office of Pensions and contain the terms and conditions set forth in the RFP Contract Terms and Conditions (Section 5.4). However, the Office of Pensions reserves the right to negotiate with a successful Vendor provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Vendor's proposal will be incorporated into and become part of the contract.

Should a Vendor object to any of the Office of Pension's terms and conditions, as contained in the RFP Contract Terms and Conditions (Section 5.4), that Vendor must propose specific alternative language. The Office of Pension's may or may not accept the alternate language. General references to the Vendor's terms and conditions or attempts at complete substitutions are not acceptable to the Office of Pensions and will result in disqualification of the Vendor's proposal.

Vendors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording. If there are no exceptions, the Vendor must indicate NONE in the attached table.

Terms and Conditions Exceptions List	
Page #	**Description of the Exception and Alternative Language**

Insert additional lines as needed.

6.04.5 Vendor's Additional Terms and Conditions

Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Office of Pensions. The Office of Pensions may or may not accept the additional terms and conditions. Vendors must provide a brief discussion of the purpose and impact, of each proposed changed followed by the specific proposed alternate wording. The Office of Pensions may or may not accept the additional terms and conditions. If there are no additional terms, the Vendor must indicate NONE in the attached table.

Ref #	Vendor Additional Terms and Conditions

Insert additional lines as needed.

6.04.6 Milestone Based Payment Schedule

Provide your acceptance of a milestone based payment schedule and discuss any conditions or limitations:

Milestone Based Payments Acceptance
Accept Milestone Based Payments? (Yes/No):
Conditions or Limitations:

6.04.7 Warranty Period

Provide your acceptance of a one (1) year warranty period from the date that the implementation is fully functional and describe any conditions or limitations:

Warranty Period
Accept One (1) Year Warranty Period? (Yes/No):
Conditions or Limitations:

6.04.8 Stress Testing

The Office of Pensions requires that an operational stress test be performed as part of the system acceptance process prior to implementation. Please provide confirmation that you will perform the test, describe the test process and any conditions or limitations of the test:

Operational Stress Testing
Perform Operational Stress Testing? (Yes/No):
Testing Conditions or Limitations:

6.04.9 Background Checks & Investigations

Individuals in your organization may be subject to finger-printing, background checks and investigations in order to work under contract with the Office of Pensions. Please provide your acceptance of this requirement and describe any issues or concerns with this requirement:

Individual Background Checks
Finger-printing, Background Checks and Investigations Agreement? (Yes/No):
Issues or Concerns:

6.05 Management Requirements –Tab 4

For each heading identified from Section 4, insert your response below. Use as much space as required to completely respond to the Office of Pension’s request and include a response for each heading listed. Please refer to the “Vendor Response” comments under each heading in Section 4 to make certain your response is complete.

If you elect create your own document to respond to these sections please make certain you retain the order and numbering shown below to facilitate the Proposal Evaluation Team’s review of your response.

6.05.1 Response to Project Approach and Plan

Remember to include the high level project plan and schedule requested in this section behind the “Required Attachments” tab.

4.01.1 Project Approach and Plan

6.05.2 Response to Project Staffing and Qualifications

This section requests that resumes for all key personnel be included along with three personal references. Please supply these attachments behind the "Required Attachments" tab.

4.01.2 Project Staffing and Qualifications

6.05.3 Response to Issues and Risk Management

4.01.4 Issues and Risk Management

6.05.4 Response to Knowledge Transfer

4.01.5 Knowledge Transfer

6.05.5 Response to Quality Assurance

4.01.6 Quality Assurance

6.05.6 Response to System, Database and Security Administration

4.01.7 System, Database and Security Administration

6.05.7 Response to Collaboration and Productivity Tools

4.01.8 Collaboration and Productivity Tools

6.05. 9 Management Exceptions

The Management Requirements included in this RFP identify functionality desired by the Office of Pensions. The Vendor must identify the extent to which requirements would or would not be met by the Vendor's proposal.

All requirements that will be met with a proposed change are to be included in the table below. Include the proposed text, using strike-outs so that the change in text is readily visible.

Management Exceptions to Requirements	
Topic #	**Proposed Text Revision**

Insert additional lines as needed.

6.06 Technical Requirements Response to Technical Environment (Hosting Issues) – Tab 5

Technical Environmental (Hosting Issues

6.06.1 Response to PeopleSoft HCM Configuration

PeopleSoft HCM Configuration

6.06.2 Response to Design Specification (Modifications/Customizations)

Design Specification (Modifications/Customizations)

6.06.3 Response to System Build, Unit and Integration Testing

System Build, Unit and Integration Testing

6.06.4 Response to Change Control (Scope & Schedule)

Change Control (Scope & Schedule)

6.06.5 Response to Testing

Remember to include the Preliminary Test Plan behind the "Required Attachments" tab.

Testing

6.06.6 Response to System Rollout

System Rollout

6.06.7 Response to Post Implementation Support

Post Implementation Support

6.06.8 Technical Exceptions

The Technical Requirements included in this RFP identify functionality desired by the Office of Pensions. The Vendor must identify the extent to which the identified requirements would or would not be met by the Vendor's proposal.

All requirements where the Vendor proposes a change are to be included in the table below. Include the proposed text, using strike-outs so that the change in text is readily visible.

Technical Exceptions to Requirements	
Topic #	**Proposed Text Revision**

Insert additional lines as needed.

6.7 Vendor Required Attachments Proposal Contents Checklist – Tab 6

The following checklist has been included to assist Vendor compliance with the required RFP responses. Please indicate whether each item specified is included in your proposal, and cross-reference the page where the item is located.

Vendor Required Attachments Checklist		
Item Description	**Included (Yes/No)?**	**Proposal Page Reference**
Delaware Business License		
Tax Clearance Certificate		
Certificate of Insurance		
Provide Performance Bond (Letter of Intent)		
Latest Audited Financial Statement		
Standard Contract and/or Licensing Agreement		
High Level Project Plan & Schedule		
Outline Test Plan		
Project Manager & Technical Lead References & Resumes of Proposed Staff		

If any of the above requested items are not included, please explain below:

Attachments Exceptions List	
RFP Item #	**Explanation**

Insert additional lines as needed.

6.07.1 Delaware Business License
Prior to award, the Vendor must provide a copy of their valid Delaware Business License. A Letter of Intent to produce a valid Delaware Business License at the time of contract negotiations is acceptable.

6.07.2 Tax Clearance Certificate
A Tax Clearance Certificate must be provided with this proposal. This is obtainable through the Corporate Income Taxes Section, Delaware Division of Revenue, 820 North French Street, Wilmington, DE 19801. This clearance will assure that there are no outstanding tax liabilities for the corporation, business, association or individual with which the Office of Pensions intends to do business.

6.07.3 Certificate of Insurance
The Vendor must provide a Certificate of Insurance as evidence of the required coverage specified in this RFP.

6.07.4 Performance Bond (Letter of Intent)
The Vendor must provide a performance bond with the proposal. A Letter of Intent to produce a performance bond at the time of contract negotiations is acceptable.

6.07.5 Latest Audited Financial Statement
Provide copies of your company's latest audited financial statement.

6.07.6 Vendor Standard Contract and/or Licensing Agreement
Provide copies of your standard contract for professional or consulting services contracts or licensing agreements.

6.07.7 High Level Project Plan and Schedule
The Vendor must include a copy of the preliminary high level project plan and schedule based on their responses to this RFP.

6.07.8 Outline Test Plan

The Vendor must include a copy of the outline test plan based on its responses to this RFP.

6.07.9 Project Manager & Technical Lead References & Resumes of Proposed Staff

The Vendor must include copies of resumes for all key personnel proposed for this RFP, along with three references.

6.08 Supplemental and Collateral Material – Tab 7

The Vendor should include any supplemental materials in this section.

6.08.1 Post-Proposal Requirements

6.08.2 Vendor Oral Presentations

Vendors selected as finalists, may be required to make an oral presentation of their Implementation Proposal to the Office of Pensions Proposal Evaluation Team. The State’s Proposal Evaluation Team will establish a presentation schedule. It is anticipated that the presentations will be less than four (4) hours and the Office of Pension’s Proposal Evaluation Team will establish an agenda to identify the topics and materials to be addressed during the oral presentation. The presentation schedule will provide each Vendor invited to present an equal opportunity to adequately prepare and distribute requested materials prior to the scheduled presentation. The Proposal Evaluation Team may, at its option, ask questions of the Vendor to clarify any function, service, or technical capability included in the Vendor’s proposal. Presentation assignments for selected Vendors will be randomly drawn and Vendors notified upon the Vendor being selected as a finalist. Assignments are final.

Vendor’s must include in their proposals a list of all special equipment, communications facilities or other resources required for the oral presentation of their proposal.

7.0 VENDOR COST RESPONSE

7.01. Introduction

This section describes the requirements to be addressed by vendors in preparing the Cost Proposal. This Cost Proposal must be submitted according to the instructions in Section 5 and must comply with the requirements presented in this section. The Office of Pensions reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where more detailed pricing is required.

All costs associated with the requirements specified herein, must be listed on the cost tables. The Office of Pensions will only be responsible for costs clearly set forth in the Vendor's response to this RFP.

In order for a Vendor to receive full consideration, the cost tables must be fully completed. Vendors may attach their own cost sheets so long as all requested information is also provided in the format and order of this section. As needed, Vendors may add line items to the cost tables, but no additional tables should be created. Submission of these tables should be in either Excel or PDF formats.

Where tables are provided, please respond in the space provided in the table. If you elect to create your own document to respond please use the Office of Pensions format and layout to facilitate the Proposal Evaluation Team's review of the response.

Please note that all cost tables include bottom lines for totaling the line items in the table.

The Cost Proposal must be bound and submitted separately from the Technical Proposal. The Cost Proposal sections shall include: 1) Core Not to Exceed Cost; 2) Security Costs; 3) Costs of Alternatives; 4) Future Vendor Rates; 5) Staff Loading; 6) Payment Schedule by Deliverable; 7) Other (As Needed); and 8) Attachments and Assumptions

The Cost Proposal must be organized behind tabs corresponding to the sections listed above as follows:

Tab #	Response Section
1	Core Not to Exceed Cost
2	Security Costs
3	Costs of Alternatives
4	Future Vendor Rates
5	Staff Loading
6	Payment Schedule by Deliverable
7	Other (As Needed)
8	Attachments and Assumptions

Attachments and assumptions requested within each section should be included behind Tab 8 (please use table from Section 7.1.8).

The Cost Proposal shall present the total firm fixed price to perform all of the requirements of the Request for Proposal. The Office of Pensions recognizes that each Vendor may have a unique pricing methodology. The Vendor has the flexibility to apply the pricing model that meets the requirements of this RFP and minimizes the cost to the Office of Pensions while meeting all requirements of this RFP. All labor rates must be "fully loaded" to represent services provided at the project site DOVER, DELAWARE (i.e., travel and living expenses must be included in the rates). All cost estimates shall be inclusive of State Gross Receipts tax and all other taxes. The Office of Pensions will not pay any taxes separately.

The Vendor shall agree that all terms, warranties, and prices, as a whole, are comparable to or better than the equivalent terms, warranties, and prices, as a whole, offered by the Vendor to any present customer meeting substantially the same requirements or qualifications as the Office of Pensions. If the Vendor shall, during the term of this contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, as a whole, the Vendor shall provide the same to the Office of Pensions.

7.02. Cost Proposal – Core Not to Exceed Cost

The Vendor's total cost for the entire project must be presented as the Core Not to Exceed Cost.

This section provides the format to provide the breakdown and summary of costs for the implementation of the PeopleSoft HCM application as requested by the Office of Pensions, and covers the following project activities:

1. Project Management.
2. HRM Configuration
3. Testing
4. Reporting
5. System Rollout
6. Post Implementation Support
7. Other (all other management and technical topics).

7.02.1 Cost Proposal

Please provide the Office of Pensions with a firm not to exceed cost of implementation for the proposed services using this cost table. The Vendor's estimates should take into consideration the scope of work as detailed in this RFP as well as the Vendor's recommended implementation and integration methodology.

7.02.2 Instructions

Each Vendor must complete the cost tables.

1. All cost figures shall be provided in a fixed fee amount.
2. Since this is a fixed price solicitation, all cost figures shall be inclusive of travel and expenses (no travel and living expenses shall be directly billable to the Office of Pensions).
3. Costs shall include all applicable taxes. Vendors may not reformat this form.

Project Activity	Cost
Project Management	
HRM Configuration	
Testing	
System Roll Out	

Post Implementation Support	
Other (All Other Topics)	
TOTAL COST	

Per the instructions, please state any significant assumptions associated with the estimation of costs for this proposal in the table in Section 7.1.8 (Tab 8).

The Cost Proposal must not include exceptions or additional terms and conditions.

7.02.3. Security Costs

As indicated in Section 4's Security topic, the Office of Pension's preference is to provide security at the most granular level possible to each department. The Office of Pensions understands that row-level department security cannot be provided without customization or significant modification and different alternatives to addressing the underlying requirements for department level security need to be explored. It is also understood that implementation of department-level security is a relatively common modification that has been documented by PeopleSoft.

Project Activity	Cost
Security Approaches	

The Vendor must provide two firm not to exceed costs for security. The first cost covers the Vendor's approaches to reviewing and finalizing roles and permission lists, reviewing and modifying the Office of Pensions security procedures and policies supporting State-wide of e-applications that would be used my departments statewide. (Tab 8)

7.02.4. Costs of Alternatives

In Section 4 "Management Requirements" several management and technical topics indicate that Vendors may propose alternatives to the Office of Pensions preferred activity. These sections are Training, Collaboration and Productivity Tools, Technical Environment, and System Rollout. The Office of Pensions will evaluate the Vendor's submission based on the Office of Pensions preferred approach as defined by the requirements of this RFP, but reserves the right to implement an alternative approach at the Office of Pensions option. For each alternative that costs are presented for, please state all assumptions (Tab 8).

At this time, the delivery of training is not included in this RFP. However, if the Vendor feels that it can provide a solution for the training delivery needs for the implementation of PeopleSoft e-applications to all State organizations and end users, this information may be included as a separate item in both the technical and cost responses to this RFP.

Alternative Project Activity	Cost
Training Delivery	
TOTAL COST	

The Cost Proposal must present all costs associated with initial and on-going costs for use of the proposed tools and describe how the Office of Pensions will be given the perpetual right to use these tools and the tool content developed used or developed during the project.

Alternative Project Activity	Initial Cost	On-Going Costs
Collaboration and Productivity Tools		
Tool #1		
Tool #2		
Tool #3		
TOTAL COST		

The Vendor may propose to host the development environment for the Office of Pensions. If this option is proposed, the Vendor must describe the relative roles and responsibilities of the Vendor and the Office of Pensions, based on previous hosting experience. Describe how the Office of Pensions requirement for knowledge transfer will be addressed, how bundles and patches will be applied during the implementation project, the provisions the Vendor will make for disaster recovery, and how the system will be transitioned from development to production for system-wide rollout and how the use of the hosting option will impact the overall project schedule and cost.

Alternative Project Activity	Cost
Vendor Hosting of Development Environment	
Alternative Hosting of Development Environment	
TOTAL COST	

For each alternative that costs are presented for, please state all assumptions in the table (Tab 8).

If the Vendor recommends a strategy for something other than “big bang,” rollout, the information regarding this alternative and its costs may be included in the response as a separate item in both the technical and cost proposals.

Alternative Project Activity	**Cost**
Alternative to “big bang” System Rollout	
TOTAL COST	

7.03 Future Vendor Rates

The Office of Pensions may request additional services from the selected Vendor and require rates in the event that additional service is required. Vendor must include a burdened hourly rate for change orders as a result of modifications to the original scope of work. The Vendor’s Cost Proposal must identify labor categories and rates that will be used to cost any customizations or major modifications identified during the project, and guarantee those rates for the life of the project, and identify labor categories, rates, hours and total cost for the small, medium, large and significant changes. The following format must be used to provide this information.

Change/Labor Category	**Rates**	**Hours**	**Total Cost**
Small			
Manager			
Programmer			
Medium			
Manager			
Programmer			
Large			
Manager			
Programmer			
Significant			
Manager			
Programmer			

7.04 Staff Loading

Using the format provided in the following table, list titles of proposed positions on the project team to be filled by Vendor staff. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Under the “hours per month” indicate the hours these positions will be working on the project during each month.

Position	**Hours Per Month**			
October 2013	Nov. 2013	Dec. 2013	Jan. 2014	continued
Manager				
Analyst				
Programmer				
Trainer				
continued				

7.05 Payment Schedule by Deliverable

It is the Office of Pensions intent to negotiate a milestone based fixed fee payment structure based on acceptance of deliverables. The Office of Pensions may consider other payment alternatives from the Vendor. Vendors are required to submit a proposed payment schedule that is tied to specific dates and deliverables and which identifies the estimated amounts of invoices and the approximate dates on which those invoices might be generated. Preferably, the payment schedule will be performance-based and the actual payment dates will be based upon the completion and acceptance of the related deliverables. No invoice will be approved unless the Office of Pensions Project Manager has approved the associated deliverable(s). The Office of Pensions intends to withhold as much as 15 percent of each payment until the Office of Pensions formally accepts the implementation of the PeopleSoft Upgrade application at the end of the post implementation support period.

The Vendor must include, within the fixed price for its service activities, tasks, and preparation of the required deliverables, pricing for the deliverables based on the proposal approach, methodology and tools. A fixed price must be provided for each deliverable. The following format must be used to provide this information.

Deliverable	**Deliverable Type**	**Delivery Date**	**Payment Amount**	**Percent of Total**	**Cumulative Amount**
Management					
Plan	Written	MM/DD/YY	$$	%%	$$
Document	Software				
Assessment	Non-Software				
Technical					
TOTAL COST					

The prices and information provided in this section will form the basis of payment under any contract resulting from this RFP.

7.06 Other (As Needed)

Software tools and utilities that are required to support the design, configuration or testing of the implemented application must be detailed.

Software Product and Functionality	Number of Licenses	Base Package or One-Time Cost	Annual Costs (e.g., Maintenance)	When Annual Costs Begin
TOTAL COST				

Please identify any costs specifically excluded from this proposal.

Excluded Costs	Amount (If Known)	Reason for Exclusion
TOTAL COST		

If there are any costs included in the Core Not to Exceed Cost that are not covered in the cost table they must be summarized separately and labeled "separate costs."

Separate Costs	Amount	Support	Description	Details
TOTAL COST				

The Vendor must include details and indicate if they are supporting any other costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, timing and unit costs, if applicable.

7.07 Attachments and Assumptions

As indicated above, please state any significant assumptions associated with the estimation of costs for this proposal. Please identify the activity or topic to which the attachment or assumption applies and how the attachment or assumption impacts the Cost Proposal (e.g., a fiscal impact on costs or impact on hours per month, etc.).

Activity or Topic	Attachment or Assumption	Impact on Cost Proposal

This table may be submitted in either MS Word or PDF formats.

Attachment 1

CONTRACT NO.: **OMB14101-PS_HCM_PROJ**
CONTRACT TITLE: **PeopleSoft 9.2 HCM Upgrade Project**
OPENING DATE: **January 22, 2014 at 3:00 PM (EST)**

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, Office of Pensions.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

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

COMPANY NAME ____Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) ____

SIGNATURE ______________________________ TITLE ____________________

COMPANY ADDRESS ____

PHONE NUMBER ________________________ FAX NUMBER____________________

EMAIL ADDRESS ________________________

FEDERAL E.I. NUMBER ____________________ STATE OF DELAWARE LICENSE NUMBER____________________

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

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

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

ADDRESS ____

CONTACT ____

PHONE NUMBER ________________________ FAX NUMBER ____________________

EMAIL ADDRESS ____

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

YES __________ NO _________ if yes, please explain ______________________________

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

SWORN TO AND SUBSCRIBED BEFORE ME this ________ day of ____________________, 20 __________

Notary Public ___________________________________ My commission expires _____________________

City of ______________________ County of __________________________ State of _____________

Attachment 2

Contract No. OMB14101-PS_HCM_PROJ
Contract Title: PeopleSoft 9.2 HCM Upgrade Project

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

Attachment 3

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. OMB14101-PS_HCM_PROJ	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: ____________________	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING 6b. TITLE OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING 9b. TITLE OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED

* Use a separate form for each subcontractor

Attachment 4

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware

Subcontracting (2nd tier) Quarterly Report

Prime Name:		**Report Start Date:**	
Contract Name/Number		**Report End Date:**	
Contact Name:		**Today's Date:**	
Contact Phone:		*Minimum Required	Requested detail

Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Sup plier 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

Attachment 5

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

I. PERFORMANCE BOND

Bond Number: ____________________

KNOW ALL PERSONS BY THESE PRESENTS, that we, ________________________, as principal ("**Principal**"), and ________________________, a ________________________ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the ____ ("**Owner**") (***insert State agency name***), in the amount of __________________ ($____________), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this __________ day of _____________, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. ___________ dated the __________ day of _____________, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed there under, or by any payment there under before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due there under; and **Surety**

hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

A. PRINCIPAL

Name: ______________________________________

Witness or Attest: Address: ________________________________

________________________________ By: __________________________________

(SEAL)

Name: Name:

Title:

(Corporate Seal)

B. SURETY

Name: ______________________________________

Witness or Attest: Address: ________________________________

________________________________ By: __________________________________

(SEAL)

Name: Name:

Title:

(Corporate Seal)

Attachment 6

Contract No. OMB14101-PS_HCM_PROJ
Contract Title: PeopleSoft 9.2 HCM Upgrade Project

EMPLOYING DELAWAREANS REPORT

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

1. Number of employees reasonable anticipated to be employed on the project: ___________

2. Number and percentage of such employees who are bona fide legal residents of Delaware: ______

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

3. Total number of employees of the bidder: _____________________

4. Total percentage of employees who are bona fide resident of Delaware: __________

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: ______________

2. Percentage of employees who are residents of Delaware: ___________

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

Attachment 7

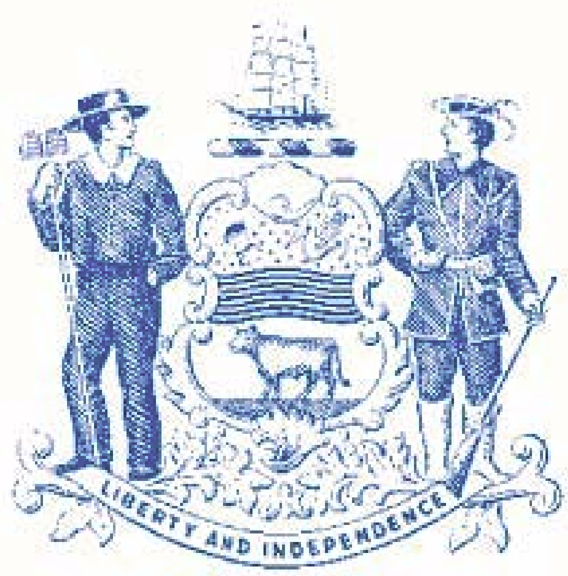
State of Delaware

Office of Supplier Diversity
Certification Application

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

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

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



Complete application and mail, email or fax to:

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