



State of Delaware Government Information Center

e-Government Project
RFP# DOS 11 002-GICeGov

Request for Proposal

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE SELF-FUNDED e-GOVERNMENT SERVICES PROVIDER
ISSUED BY GOVERNMENT INFORMATION CENTER**

<i>I. Overview</i>	3
<i>II. Scope of Services</i>	4
A. Purpose	4
B. Objectives	4
C. Management, Administration and Governance	6
D. State Agency Participation	7
E. Work Order Requests	8
F. Self-Supporting Business Model	9
G. General Design Requirements	10
H. e-Government Services	11
I. Hosting and Managed Services	16
J. Reports	18
K. Process Improvement	20
L. Organization and Staffing	20
M. Financial Reporting and Auditing	21
N. General Requirements	22
O. Applications Development Framework	24
P. Security and Authentication Services	28
Q. Retainage	32
R. Service Level Agreements	33
S. Governance and Work Order Process	35
T. Deliverables	35
<i>III. Required Information</i>	40
A. Minimum Requirements	40
B. General Evaluation Requirements	40
<i>IV. Professional Services RFP Administrative Information</i>	41
A. RFP Issuance	41
B. RFP Submissions	43
C. RFP Evaluation Process	49
D. Contract Terms and Conditions	52
E. RFP Miscellaneous Information	61
<i>Appendix A</i>	62
Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement	62

I. Overview

The State of Delaware Government Information Center seeks a contract for a Self-Funded e-Government Services Provider. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice	Date: 2/23/11
Deadline for Receipt of Proposals	Date: 4/08/11 - 3:00 PM
Notification of Award	Date: 4/29/11

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 of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Services

A. Purpose

1. The State of Delaware desires to continue its efforts to bring everyday transactions between the State and its individual residents, businesses, employees, and local governments, hereinafter referred to as “Customers”, to the Internet. The benefits to the State include reduced operating expenses, improved service and convenience for Customers, and a more effective and efficient communications channel. Customers will benefit from the convenience of having access to transactional e-Government services 24 hours per day, 365 days per year that can be conducted anytime and anywhere.
2. The State further desires to create via a contract resulting from this RFP a “self-funded” model that provides for the design, development, operation, hosting and support of as many e-Government services as possible, as well as the Delaware.gov portal, at no cost to the State.
3. The State also intends to provide, under this same contract, provisions for fee sharing between the State and Offeror.
4. The State will continue to offer certain existing e-Government services under existing arrangements and may continue to develop new e-Government services outside the “self-funded model” contract with other vendors and/or the Offeror.

B. Objectives

1. The State is seeking to contract with a single full-service computer systems service provider to offer e-Government applications and services to agencies, commissions, boards, etc. for the State of Delaware. Services to be provided shall include, but are not be limited to, sharing of information via the State’s web portal with all Customers (e.g., residents, visitors, commerce partners, other government agencies, etc.) through a variety of multi-media formats, including text, graphics and video; transaction processing between the State of Delaware and its Customers over the Internet; Interactive Voice Response (IVR) processing; credit card processing; e-Checks; electronic funds transfers (EFT); application development; integration with agencies’ existing systems; security; application hosting; application support; facilitation of social networks as it relates to the State’s web portal; and, management reporting.
2. The continued delivery of existing e-Government services and information resources and the development of new and improved e-Government services and information resources are the objectives of this RFP. It is anticipated the electronic delivery of government

services will continue to facilitate and improve the way Customers communicate and interact with State government.

3. Key objectives:
 - a) Rapid implementation of new e-Government applications to support the processing of licenses, filings, permits, registrations, renewals and database searches.
 - b) Continuing integration of/with the State's current portal and corresponding Agency web pages.
 - c) Development and delivery of a continually expanding set of basic government services.
 - d) Obtaining a measurably high and ever-increasing adoption of e-Government services as the preferred method for obtaining government services.

4. This Master Contract requires the establishment of the following types of transactions:
 - a) The ability for State government to send requested information or documents electronically to multiple devices;
 - b) The ability for State government to process interactive applications for licenses, permits, and other government documents, to sell goods and services by interactive applications, and to receive electronic documents for filing from the public, businesses, employees, and local governments who are subject to regulations by a State Agency that, when a signature is necessary, can be electronically signed by the requesting authority; and,
 - c) The ability for the State government to receive required payments electronically by multiple methods.

5. Services required through this RFP include:
 - a) Customizable applications and/or applications developed for State agencies that provide electronically delivered services and information (i.e., e-Government) to Customers.
 - b) Assisting the State in marketing the State's e-Government services in a variety of ways to increase use of the services it offers.
 - c) Possible hosting of Agency e-Government applications in an environment that is reliable and secure.
 - d) Providing Customer support to Customers and agencies.

6. The Offeror shall expend private capital to build and manage the components required to support the services, information and transactions identified in this RFP. The State will cooperate with the Offeror on developing value-added transactions in order for the Offeror

to recover costs through convenience fees, premium services, or other payments for transactions.

7. The Offeror shall cooperate with the State in developing strategies to increase business and Agency use of this Master Contract. It is the intention of the State that online information and many services will be offered to the public free of charge, while other services and access to information may be available for a fee. In addition, some services may have fees charged on a subscription and/or on a per transaction basis, due to the added value and convenience of real-time access to the information or application.

C. Management, Administration and Governance

1. The Master Contract that results from this RFP will be managed by the Department of State Government Information Center (GIC). GIC will provide the appropriate guidance and oversight to assure that the Offeror is performing the required scope of work, adhering to all terms of the contract and supporting the goals and objectives of the self-funded e-Government initiative at the Master Contract level.
2. The State will designate a day-to-day State Contract Manager (CM). The State CM will serve as a liaison between the Offeror and State agencies for the use of the Master Contract. All pertinent aspects of this e-Government contract, such as planning and design services, development and integration of applications into the overall e-Government design, establishment of fees and priority of work orders will be coordinated through the State CM and approved by the State.
3. The Offeror shall designate a full-time Client Manager who will be responsible for all activities on the Master Contract from the Offeror's perspective. The Client Manager shall meet regularly with the State CM to review e-Government activity, status and prioritization with the State of planned e-Government services, Customer service activity, Customer satisfaction survey results, and any issues that need addressing by the State.
4. Agencies requesting services from the Offeror are responsible for identifying both the business and technical application requirements, working with State legacy systems support staff to define interfaces between the e-Government applications and legacy production systems, performing acceptance testing, and providing second-level Customer service support relative to specific business rules for the application. Each Agency also will define any constraints (e.g., must be free to the Customer, could have a convenience fee added, etc.) and estimate service volumes. Agencies are individually responsible for obtaining all necessary approvals for all services requested via this

Master Contract, including funding approval and business case, prior to submitting a Work Order (WO) Request to GIC.

5. The Offeror shall be responsible for the development, maintenance and support of an Agency's e-Government application. The Offeror will recommend e-Government applications that will assist State agencies in working toward providing effective and enhanced State information dissemination to Customers. The Offeror will review the requirements for e-Government applications and provide agencies with a proposal for e-Government service delivery.
6. Administrative management of the e-Government application, such as planning, design, development and other business management activities are the responsibility of the Offeror.
7. The Offeror will advise the State of any legislation or regulatory procedures that may impact the State's e-Government objectives or applications as well as any legislation that may be needed to facilitate the achievement of the State's e-Government objectives throughout the life of the Master Contract and individual Work Orders (WO).
8. The Offeror shall describe, as applicable to general service issues,
 - a) how service deficiencies will be reported to the State,
 - b) who is responsible for correction,
 - c) how new service versions will be provided to the State, and
 - d) an understanding that the resolution of any service issue shall be provided at no cost to the State.
9. The Offeror shall work with the State to recommend and finalize a governance model that supports the goals and objectives of the State and scope of work within the Contract. This includes established procedures and approvals for timely completion of WO Agreements, oversight, maintenance and operations.
10. Services shall be provided via a Work Order process using pre-approved funding strategies or fully-loaded labor rates.

D. State Agency Participation

It is the intent of the State to award a single contract for Self-Funded e-Government application work.

1. Provide technical services to design, develop, test, implement and maintain secure and accessible web and Internet solutions such as web sites, web applications and web services for various business processes including applications that are a front-end to mainframe

systems and data transformation solutions between disparate systems.

2. Evaluate and apply current and emerging technologies to establish modern and scalable web development platforms for the State.
3. Assist agencies with planning the tactical and strategic migration of business services to new web technologies.
4. Project management services to ensure that project goals and objectives are met and that products are delivered on time, on budget and within scope, as well as meet the business objectives originally intended.
5. Design, develop, implement and maintain web graphics and site content, including electronic catalogues of goods and services, to ensure accuracy and timeliness of information published to the web.
6. Assist in the implementation and customization of web services and other Commercial Off-The-Shelf (COTS) solutions for the Internet, including electronic commerce/electronic data interchange (EC/EDI).
7. The State may require that certain services be offered in languages other than English.
8. Agencies requesting services to be delivered will define the business requirements of the service, identify whether the service would be a premium service, identify any constraints (e.g. must be free to the Customer, could have a convenience fee, etc.), and estimate service volumes.

The Offeror will review the requirements and provide the Agency a proposal for electronic delivery that includes any fee that may be required to deliver the service. If the proposal is acceptable to the Agency, no work order will be issued before the Agency receives the appropriate State management and/or governance review, prioritization, and approval.

E. Work Order Requests

1. Through GIC, agencies will submit WO Requests to the Offeror.
2. In response to each WO Request, the Offeror will submit a response in the form of a WO Proposal.
3. The Offeror shall provide consulting services to analyze WO Requests, provide functional, non-functional and technical specifications to fulfill these requests and to develop online services

and web application products. WO Requests will include a variety of new development efforts, reusable solutions, rapid application development programming routines, interfaces and other processes. The Contractor's WO Proposal will identify options available to the State to save time, cost and complexity in deploying these services.

F. Self-Supporting Business Model

1. It is the State's intention that e-Government projects be financially self-supporting. The Offeror shall fund all up-front and ongoing investment and operational costs. The Offeror will be paid for services delivered by State e-Government applications, based upon procedures established by the State.
2. The Offeror, in conjunction with the State, will define and propose the best possible funding mechanism for each e-Government application. The State may elect not to charge the Customer a convenience fee and may choose to pay transaction fees out of any State cost savings for conducting the transaction electronically. Premium Services may be funded by charging the Customer on a per transaction basis and/or a subscription basis.
3. The Offeror shall, in coordination with the State, develop and market new e-Government solutions.
4. The Offeror will be paid for services based on the funding model agreed to for each application or service. The five service models identified below are required.

Transaction Cost Service	Service is provided at no cost to the Customer. Agency requesting the service will be billed by the contractor for each transaction.
Convenience Fee Service	Service is provided as a direct charge to the Customer.
Premium Cost Service	Service is offered to the State's Customers in the form of subscriptions or other services as a direct charge to the Customer and without cost to the Agency or to the State. Fees are assessed on an estimated number of transactions per month, quarter or year, and billed directly to the Customer in advance.
Free Services	Service is provided at no cost to the State. Contractor provides free services from the proceeds of fee-based and premium services. The contractor will detail in the response the methodology or formula used to determine the number of services which are free to the state in relation to the number of services which are fee-based and premium services.
Consulting Services	Service is provided via fixed cost or time and materials with proposed labor rates.

G. General Design Requirements

1. The State intends that e-Government applications will be used by Customers as a location for information dissemination and electronically delivered services that will facilitate their respective relationships with the State.

Designers shall answer the needs of the State's Customers by designing the e-Government application from the Customer perspective. Customers will naturally approach the use of e-Government services from a number of different perspectives. The design shall enable a variety of approaches and respond with a number of methods for searching and linking information and services. A consistent user interface will be a critical factor in the success of these applications within the Customer communities.

2. The e-Government applications shall convey a true sense of security and privacy to its Customers. Customers will, at times, transfer private and personal information through the Internet by means of using the State's e-Government services. The e-Government applications shall be designed to protect this personal and private information. For Customers who cannot see the behind-the-scenes efforts to protect data, the e-Government applications shall be designed to communicate the level of security and privacy that is being used.
3. The overall design shall be constructed to accommodate the rapidly changing world of information technology, e-Government, and wide-scale growth. Designs shall allow for flexibility in incorporating new capabilities for e-Government that come along with future advances in technology. Customers will become accustomed to the new advances and features available on commercial Internet pages and come to expect the same from their State e-Government sites.
4. The Offeror shall make the e-Government applications accessible via popular web browsers, current and prior versions (e.g., Microsoft's Internet Explorer, Mozilla Firefox, Chrome, Opera, Safari, etc.).
5. The e-Government applications shall be designed universal or alternative access methods to accommodate accessing the Internet via various devices. Personal hand-held devices, IVR, kiosks, cell phones, wireless access protocol (WAP) devices, and XML are among the different ways in which the general public is able to access the Internet without the use of a traditional web browser. Not all of these access devices will be able to accommodate the same level of display, communication and other programming capabilities that could be accessible on the Internet through a standard Internet browser. The Offeror shall address how it will approach providing the same basic functionality being delivered over these different methods of access.
6. Notification of New or Changed Services. The Offeror shall describe its approach to notifying Customers, and particularly premium service subscribers, of new services or changes in service (e.g., targeted e-mails, web page banners, etc.).
7. Multi-Language. The State may require certain e-Government applications, services or features, thereof, to be offered in languages other than English. The Offeror shall address how multi-language issues will be handled.

H. e-Government Services

The Offeror shall provide basic services that will assist the State of Delaware in the development, implementation, delivery and marketing of effective e-Government applications.

1. Online Services and Premium Services

The State desires to implement numerous on-line service applications. Many of these applications will provide services and information at no cost to the Customer, beyond the existing fee structure for the service, while some services may be offered for an additional fee to the Customer.

2. The State requires the following four models of services:

- a) Offeror to provide e-Government application and merchant services
- b) Offeror to provide merchant services only
- c) Offeror to provide e-Government application services only
- d) Offeror to provide e-Government "premium services"

3. Some services may be provided without cost to the Customer, with the Agency assuming all associated costs. This type of service is generally referred to as "transaction cost service" that is billed by the Offeror directly to the agency.

4. Some services may be provided without cost to the agency, with the Customer assuming all associated costs.

5. Some applications may add significant value for the Customer and may be offered as "premium services." A Customer that gains significant value from the accessibility of information electronically in the timeframe that meets his needs would primarily use premium services. Premium services will be offered for a transaction and/or subscription fee to be determined individually. Premium services shall be provided on demand as an Agency defines a specific service requirement that may be applicable to this model. The Offeror shall provide premium services under the terms of the Master Contract as part of the "self-funded" model.

6. The State also recognizes the distinction between web-based solutions that include (IVR) capability and those that do not. The combined use of a web-based application and IVR will be optional depending on the Agency's specific requirements.

7. Merchant Services

The Offeror shall perform the payment processing for e-Government services as required by the State. After confirming that a typical on-line

business transaction can be completed (e.g., an applicant is eligible to renew a license), the Customer shall be given the option to make an on-line payment. The Offeror shall capture relevant credit card, debit card, direct debit or other payment information and accounting information to ensure that payment transactions can be properly recorded and reconciled in the appropriate State financial system.

For a payment transaction, on-line authorization shall be obtained by the payment system. When the authorization request from the payment processor is successful, the payment system shall provide confirmation to the Customer that the transaction has been processed. Until the Customer initiates payment authorization, the Customer shall have the ability to cancel the process.

The Offeror shall compensate for the use of accelerators by some Internet Service Providers (ISPs) to ensure that the Customers of e-Government applications are not charged multiple times for a single use of an application.

The Offeror shall provide for card acceptance, presentation, authorization, and the management of refunds, credits, and returns. The Offeror shall use file formats with appropriate security (utilized a PCI compliant processor) and user interfaces regarding electronic transactions through the portal. State fees collected via the application shall be remitted directly to the appropriate State designated fund or account. Transaction fees may be withheld prior to remittance to the State. Convenience fees may be collected as part of the authorized payment from the Customer and will be withheld prior to remittance to the State.

The Offeror shall provide an on-line Premium Subscriber Billing System for premium service subscribers. Subscribers shall be able to access and review their invoices on-line. The State will define to the Offeror the accounting information, credit terms and processing cycle for this billing process. Online payment of subscribers' fees shall be processed similar to convenience fees.

Agency accounts shall be established to allow reconciliation by the Agency into the appropriate State designated fund or account.

The Offeror shall be financially responsible for all overcharges, undercharges and mischarges that occur as a result of e-Government application errors or omissions. The Offeror shall describe its processes for identifying, correcting, adjusting, reconciling and reporting any overcharges, undercharges or mischarges between the Offeror and the Customer and the Offeror and the State.

8. Communications and Marketing

The Offeror shall provide experienced marketing, communications and business development resources as part of the self-funded model, at no cost to the State, to design and implement a marketing and communications plan. The plan shall incorporate Social Media channels. The plan will outline ways to create awareness, build support and accelerate the interest and use of online services as well as the visibility of Delaware.gov as a primary delivery channel for those services. Work in this functional area includes guiding the State's presence in the various social media channels and multi-media information. The plan shall contain specific strategies and tactics, with anticipated measureable outcomes (e.g., numbers of new users or new transactions per unit time) and specific implementation timelines.

The Offeror shall describe its approach to partnering with government, community and private organizations to extensively promote electronic government self-service applications. The Offeror shall describe how marketing strategies will be used to build and measure end-user traffic to Delaware.gov to assure the broadest possible use of these services.

9. Consulting Services

State agencies may have a need for assistance in designing web pages, publishing content or developing the back-end processes to support the service delivery application. The Offeror may be paid on an hourly rate for designated WO Requests. The hourly rate must be an all-inclusive, fully burdened rate that includes, labor, per diem, travel, overhead and any other costs related to the service.

As the State has contracts for the provision of general consulting services, it is not the intent of the State to use the Master Contract for general consulting services required by the State in the technology area. Rather, it is the State's intent to provide a capability for services to be provided when they are directly related to e-Government projects and needed to support the goals and objectives of the State's e-Government development and operation.

The Offeror shall provide a catalog, if available, of online service applications developed for other governments that could be adapted for use by the State of Delaware.

The Offeror shall describe the approach, tools, methodology and experience that will be used to ensure non-visual accessibility of all online services developed under a Master Contract. This includes ways to incorporate the use of universal accessibility within design, communication methods, navigation, and technology to remove

access barriers and to accommodate the needs of all users and use of emerging tools.

10. Customer Service

At no cost to the Customer or the State, the Contractor shall provide for Customer service help to users of the State's e-Government services.

The first contact point for Customer service shall be the Contractor. The Contractor shall resolve all issues related to usage, navigation, applications, or Customer problems regarding an e-Government application. Any issues regarding the back-end processing of State applications or State maintained web pages would be forwarded to the help facility within the appropriate agency.

The Offeror shall describe how the following Customer service areas will be addressed:

Telephone and e-mail support shall be available 24 hours per day, 365 days per year. This support shall be offered to all Customers without charge. The Offeror's proposal shall provide a plan to provide telephone and e-mail support for Customers including specific metrics related to staffing, response time to phone calls and e-mails and resolution time for typical inquires and other issues. The Offeror shall also include a description of how Customer support will be integrated into the design of the application itself.

A record of telephone calls and e-mail questions and their disposition may be requested by the State CM for review.

Telephone and e-mail support requirements include the following:

- a) Logging of Customer telephone calls and e-mails to ensure inquiries are properly addressed in a timely fashion.
- b) Review of telephone calls and e-mail logs to identify and rectify frequent inquiries.
- c) Reporting of telephone calls and e-mail logs to the State on an agreed upon schedule and manner. This includes various reports that will help the State identify Customer issues.
- d) On-line Help Information and References (e.g., icons, directories, tutorials, for its services to Customers). The proposal shall describe how the Customers would access and use this information.

The Offeror shall use Customer Relations Management (CRM) tools to track interactions and patterns of interactions between Customers and the State's web portal. The Offeror will analyze this data and develop

features and services that will enhance the Customer experience, increase portal utilization and encourage repeat business. The proposal shall describe the Offeror's CRM processes.

The Offeror shall periodically conduct Customer satisfaction surveys for the purpose of determining the level of use, acceptance, and ease of use of the e-Government portal and Agency e-Government applications. The Offeror shall, at agreed upon intervals, report to the State on how the issues identified in Customer surveys are being addressed. Each Agency e-Government application shall include on-line Customer satisfaction surveys as one of its features. The proposal shall describe the Offeror's Customer survey plan.

The Offeror shall provide on-site training, as required, for State personnel on the implementation, initiation, maintenance, monitoring, management and administration of every service developed and implemented under a Master Contract at no cost to the State.

I. Hosting and Managed Services

1. The Offeror shall host the State's e-Government application environment at no cost to the State. The Offeror will be responsible for the acquisition and operation of all hardware, software and network support related to the e-Government applications. The Offeror shall ensure that the e-Government application environment is used primarily to meet the objectives set forth by the State of Delaware in this RFP. The technical and professional activities required for establishing, managing, and maintaining the State's e-Government applications are the responsibilities of the Offeror. The e-Government applications must be available on a 24 hours per day, 365 days per year basis, providing around-the-clock service to Customers as defined in this RFP.
2. The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include redundant Internet connectivity, redundant firewalls, Virtual Private Network (VPN) services, secured remote access methods, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced, application, and web servers, hardware, accelerator, three tier development environment, nightly backups, and 24x365 monitoring of all services and servers.
3. The Offeror shall provide a comprehensive staffing profile that outlines Offeror staff, roles and responsibilities and skill sets available to assist the State in identified service areas.

4. The Offeror shall assume hosting the State's existing software platforms, hardware infrastructure and offer a variety of shared services for web-based applications. This includes common software solutions as well as hosting at a State-owned data center to hosting on equipment owned and operated by the Offeror or cloud computing services. Hosting includes comprehensive support for managed services such as planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services.
5. The Offeror shall provide scalable security solutions for web and Internet services at the network and application level that meet or exceed the State's security standards and policies. Examples may include secure sockets layer certificates, user authentication and single sign on (SSO), application firewalls, intrusion detection system (IDS) monitoring, public key infrastructure (PKI) and digital signatures. The Offeror shall submit a narrative response and diagram explaining the various elements of the network security architecture of their solution(s) including authentication options, privacy, backup and disaster recovery systems.
6. The Offeror shall ensure that personal and private information held in State government custody and used in projects within the scope of this RFP is neither compromised nor inadvertently exposed. This includes established processes and procedures to ensure that confidential information cannot be accessed by unauthorized individuals.
7. The Offeror shall be responsible for all costs associated with the acquisition and maintenance of the hardware and software, as well as any telecommunications connections between the Offeror's and State's computing environments in support of centralized operations or direct support of an Agency's e-Government application.
8. If the Offeror chooses to use leased line connections, these connections shall be protected by a network security firewall. If the Offeror proposes to use any public, non-trusted medium (e.g., the Internet), the Offeror shall build and maintain a secure VPN. The Offeror must describe in detail the firewall and VPN design.
9. In all cases, the Offeror shall submit a detailed narrative and system design including the hosted environment and all associated security devices. Modifications to this environment, including configuration changes, hardware or software changes, process changes and/or any variation that may impact the integrity of the submitted design, or compliance with State standards and policies, must be approved.

J. Reports

1. Contract Compliance Reporting will be required.

Such reports are required in order for the State to understand how e-Government services and data are being accessed, what services and data are being accessed, and how services and data need to be organized to more effectively meet the needs of the public.

2. The Offeror shall include a description of the approach to providing such information. The State will require monthly reports.
3. Utilization Reports: Among items that are required, but not limited to, in management reporting are:
 - a) Number of business/services transactions by application and in total for the state.
 - b) Number of visits to the State's and each Agency's e-Government website.
 - c) Number of visits to Premium Services by application.
 - d) Number and types of forms/reports requested by Customers.
 - e) Number of subscribers by type and the number of transactions each subscriber makes per application.

4. Customer feedback and on-line survey reports, including requests for future services.

5. Financial Statements. Reports of the above information may also be required by each e-Government agency.

6. Customer Satisfaction and Adoption Rate Reports are two major areas to be assessed and measured. Quantitative measures for evaluating the success of e-Government applications are required. The measures to address include, at a minimum, the following items:

Customer Satisfaction: The implementation of electronic delivery seeks to enable business with government to be more effective and efficient in the following ways:

- a) easily locate information
- b) conduct business transactions
- c) availability of services around the clock

State Adoption of e-Government Services

The goal is to obtain a high percentage of participation from Customers. The Offeror shall describe metrics they would propose be developed to capture and calculate data to support measurement of e-Government success. The State will work with the Offeror on finalizing measurement criteria to ensure the results can be measured.

7. MWBE Reporting. The Offeror shall provide the State CM with the required MBE reports.

In accordance with Executive Order 14 (Increasing Supplier Diversity Initiatives within State Government), the State of Delaware is committed to supporting its diverse business industry and population. The successful vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to:

- Name of State contract/project
- Name of the MWBE
- MWBE contact information (phone, email)
- Type of product or service provided by MWBE
- MWBE certifications for the subcontractor (State MWBE certification, Minority
- Supplier Development Council, Women's Business Enterprise Council)
- A template used for this reporting may be found at: http://gss.omb.delaware.gov/omwbe/docs/subcontracting_report.xls
- The Minority and Women Business Enterprise Certification Application may be found at: http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

8. Contract Management Oversight Activities Reporting

GIC will be performing contract management oversight on the Master Contract. As part of that oversight, the Contractor may be required to submit, on a periodic basis, contract documentation including invoices, status reports, MWBE utilization and payment information and other artifacts called for in the contract. These will be collected by GIC staff who will then meet with Contractor contract management personnel as needed to clarify or discuss any findings. If anomalies or issues are discovered in the contract documentation or during the follow-up meeting, a corrective action plan (CAP) will be generated by the GIC

and issued to the Contractor, detailing the necessary steps and timeframe to mitigate those issues. Further, the Contractor shall comply with oversight requirements as specified in a WO Agreement.

9. Specialized Reporting

The State may request additional or specialized reports as part of any WO Request.

K. Process Improvement

The Offeror will suggest business processes and work flow can be improved and streamlined by integrating and deploying them as web applications, and in fostering partnering and cooperation among agencies that deliver services via the Internet.

The Offeror shall describe proposed processes and plans as an ongoing service to the State for:

- a) Locating and re-structuring duplicate or redundant information, data, and services that are being delivered to overlapping Customer bases.
- b) Combining information into a single system to improve Customer service and raise program efficiency.
- c) Fostering a high degree of partnering among agencies and between government entities.
- d) Conducting executive and management education programs to disseminate information on innovative ways to use the Internet to deliver government services.
- e) Facilitating the establishment and management of Agency and Offeror partnerships that would plan and develop on-line services.
- f) Propose a digital archiving strategy, which has been approved by the State Archives Director, for new and enhanced e-Government applications.

L. Organization and Staffing

- 1. The Offeror shall provide an organization chart reflecting the proposed staffing required to fully execute the State's e-Government initiatives. A comprehensive staffing plan shall outline Offeror staff responsibilities and office locations necessary to develop e-Government applications, manage and market the e-Government environment. The Offeror shall be properly registered to conduct business in the State of Delaware.
- 2. State government staff will be responsible for all updating of State data production systems. State staff will assist the Offeror in planning and testing all communication connections to State sites. If additional State government staff assistance is expected for e-Government activity,

that assistance shall be specified in a WO proposal delivered to the State, specifically by role and involvement.

3. The Offeror and all of Offeror's strategic business partners are required to adhere to and sign all applicable State policies related to technology use and security.
4. The Offeror shall identify all of its strategic business partners who will be involved in any e-Government application development and/or operations.
5. The Offeror will be solely and exclusively responsible for the hiring, firing, recruiting, managing, and training of its employees and subcontractors. The Offeror shall agree to undertake such background checks and other procedures reasonably requested by the State.

The State shall have the right at any time to require that the Offeror remove from interaction with State any Offeror's representative who the State believes is detrimental to its working relationship with the Offeror. The State will provide the Offeror with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Offeror shall immediately remove such individual. The Offeror shall not assign the person to any aspect of the contract or future work orders without the State's consent.

M. Financial Reporting and Auditing

1. The Offeror shall provide to the State monthly income statements, cash flow statements and other reports reasonably requested by the State regarding the operation of the State's e-Government services. The Offeror shall also provide quarterly financial statements (unaudited, but presented in accordance with Generally Accepted Accounting Practices ("GAAP")) and annual audited financial statements of the Offeror showing revenues of all e-Government activities related to this Master Contract. In addition, the Offeror shall provide to the State either
 - a) a copy of its annual audit or
 - b) a summary of any audit findings that affect the Delaware operation.
2. A Certified Public Accountant (CPA) will perform any such audit. The CPA will be approved by the State CM.
3. The Offeror shall agree to participate and make changes in conjunction with any State mandated audit.

4. To the extent the audit report discloses any discrepancies in the Offeror's charges, billings or financial records, the Offeror shall adjust the next regular payment to the State and appropriate Agency as soon as reasonably possible, but not to exceed ninety (90) calendar days.
5. The Offeror's accounting system shall include a numbered chart of accounts, books of original entry of all transactions, appropriate subsidiary ledgers, a general ledger that includes to-date postings and an audit trail through financial statements. The Offeror shall use the State fiscal year ending June 30 for reporting purposes as noted above.

N. General Requirements

1. Based on the requirements of individual WO Requests, the following applies:
2. Hardware (Equipment), Software and Data
3. Equipment and COTS Software
4. Any material provided by the Contractor shall only be approved at cost. No additional fees or markups shall be allowed. The Contractor shall provide all invoices for material.
5. In responding to any WO Request for which the Contractor proposes the purchase of any equipment and/or COTS software in its WO Proposal, the Contractor shall specifically identify in its WO Proposal the brand name, model, and other specifics of each different piece of equipment and/or COTS software proposed for use by the State, the quantity needed and the actual cost for which it will provide the equipment and/or COTS software.

By responding to this RFP and accepting the contract award, the Contractor specifically agrees that for any equipment and/or COTS software that it proposes for use by the State in response to a WO Request, the State will have the right to purchase the proposed equipment and/or COTS software from another source, instead of from the selected Contractor.

If the State chooses to purchase any equipment or COTS software from a source other than the Contractor, provided the State purchases the same equipment or COTS software as proposed by the Contractor in its WO Proposal, the Contractor must agree to accept the equipment and/or COTS software provided by the State and shall integrate it with its service delivery the same as if the Contractor had provided the equipment and/or COTS software itself. Barring conclusive evidence of faulty installation or the installation of

substandard or defective equipment and/or COTS software by another party, including the State, the Contractor may not use the fact that it did not directly provide the equipment and/or COTS software as an excuse for non-performance of any deliverable under a WO Agreement.

6. Custom Software Deliverables

The State shall own all right, title and interest in and to all Customer Software Deliverables and all intellectual property rights subsisting therein. "Custom Software Deliverables" means all computer programs and software and all related documentation provided to the State pursuant to this RFP, the Master Contract, and any Work Order Agreement. Custom Software Deliverables includes, but is not limited to, application modules developed to integrate with a COTS; maintenance updates and bug fixes; configuration files; all related documentation describing the procedures for building, compiling and installing the software, including names and versions of the development tools; all software design information (e.g., module names and functionality); and user instructions. Custom Software Deliverables excludes any third party intellectual property.

7. Immediately upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's merger with or acquisition by another company or contractor's discontinuance of support of any software or system, the Contractor shall deliver to the State (except to the extent previously provided to the State) all completed and in-process (regardless of form) Custom Software Deliverables and all third party intellectual property.

8. Source Code Pursuant to the provision of the Custom Software Deliverables by the Contractor, the Contractor shall provide to the State on such media and in such form as designated by the State (i) the source code version of the software components of the Custom Software Deliverables; (ii) the object code version of the software components of third party intellectual property; (iii) all non-software components of the Custom Software Deliverables and third party intellectual property; and (iv) the deliverables in any other format or condition as may be set forth in the applicable WO Agreement.

With the State's prior approval, the Contractor may deliver two copies of each software source code and software source code documentation to a State-approved escrow agent. The Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location, in Delaware, and that is acceptable to the State. Two copies of the source code shall be stored on compact discs or other media designated by the State in a format acceptable to

the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

The State shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source codes.

9. Unless otherwise identified as Licensed Data (as defined below) in a WO Agreement, the State shall own all right, title and interest in and to all data, databases and all derived data products (and all intellectual property rights subsisting therein) created, collected, manipulated, or directly purchased as part of a WO Agreement (“State Data”). The purchasing State Agency is considered the custodian of the State Data and shall determine the use, access, distribution and other conditions based on appropriate State and federal statutes and regulations. Licensed and/or copyrighted data from third parties that are identified in the WO Agreement shall be governed by the terms and conditions identified in the applicable WO Agreement.

10. Financial Accounting Solutions

The Contractor shall ensure that any financial accounting for fixed and capital assets or assets management performed under any WO Agreement, shall comply with Government Accounting Standards Board Statement No. 34 (GASB 34). See applicable accounting principles at: www.gasb.org/repmode/index.html.

O. Applications Development Framework

1. The Offeror shall describe its application development methodology. This description should include, but not be limited to, major project phases, project management processes, lists and descriptions of the project deliverables to be produced. The Offeror must identify all checkpoints within their methodology where State acceptance/signoff is required. In addition, the Offeror must explain how each of the following processes will be performed and what role the State would have in the process:
 - a) **Software Quality Assurance** – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).
 - b) **System testing** – testing conducted to review product code for accuracy of processing as well as accuracy of operation.

- c) **Acceptance testing verification and validation** - verification that a product meets the specifications and validation that the product meets the Customer's needs.
- d) **Risk Management** - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.
- e) **Application Maintenance** – general updates to a system including service packs and upgrades.

2. Project Management

The Offeror shall describe its project management and execution methodology that delineates how the Offeror will manage the specific work orders and projects under this Master Contract. The Offeror shall comprehensively narrate how it will manage hosting and WO Agreements while ensuring completion of the scope of services, and accomplishing the required objectives.

The Offeror shall produce a project schedule for all WO Agreements, projects and tasks estimated to be greater than 3 months in duration. The work breakdown structure shall be constructed with sufficient granularity as to facilitate tracking activities on a bi-weekly basis (e.g., activities must have durations less than or equal to 80 hours). The State or Agency may review and adjust the installation and implementation schedule in coordination with the Offeror.

The Offeror's WO Proposal must provide the following in response to each WO Requests:

- a) A project plan for implementation and ongoing support of the project. Staffing and timelines for each WO Agreement will be included in the plan. The following phases will be addressed:
 - b) Initialization of project
 - c) System hardware and software implementation
 - d) Agency application development and implementation
 - e) On-going operations
 - f) Other WO Proposal requirements include:
 - g) The approximate length of time required after WO Agreement award date, before services could be operational.
 - h) Definition of the timeframes for each implementation activity and requirement to be fulfilled.
 - i) A proposed installation schedule that identifies complete installation of all Offeror services.
 - j) Definition of any dependent services that would be the responsibility of the State and the timeframe.

3. Pilot Testing

Before final acceptance of an e-Government Service, the Offeror shall provide a pilot implementation of the service in order for the State to test the proposed service compliance with interfaces, policies and other services. The testing period shall be decided by the State and the Offeror on a per WO Agreement basis. Transaction fees will be applied when the e-Government service is placed in production.

4. Integration with Existing Systems

Integration with legacy systems is critical to the success of the State's efforts to provide web access to government services and information. There are two areas of interface to address: data editing and updating legacy data.

- a) Data Editing - The decision to use off-line or on-line transaction verification processing will be determined for each application based upon documented factors related to the impact to existing application processing, protection of data, and changes required for legacy systems. The agencies, in consultation with the Offeror, will determine the most appropriate method of data editing.
- b) Updating Legacy Data - The State is responsible for all production database updates. The State, in consultation with the Offeror, will determine the most appropriate interface from which updates can occur. The update format may be batch data entry record format or an on-line transaction that will be processed by the legacy update application or some other method acceptable to the State. The Offeror will not manage or host legacy databases and data sets that support legacy applications.

5. Shared Applications

It is assumed that a number of core applications will be shared by some applications that are developed for the State. The Offeror shall detail the advantages of building or acquiring core modules that can be reused by all on-line applications:

- security and authentication services
- issuance of confirmation
- management, storage, and presentation of on-line forms
- search engine services
- on-line help and Customer service capabilities
- receipt of electronic revenues
- encryption services
- on-line publication services
- connectivity services

- interfaces and protocols for integrating with back-end systems shopping cart

6. Data Repository

The Offeror shall describe how it would provide for the storage and management of data that is being utilized to provide services to the public. This requirement includes provision for backup copies of the data, so that reconstruction of lost data does not involve the use of original data sets.

7. Network Topology

In order to provide for adequate network performance, the engineering of network connections between the Offeror's data center(s) and servers, the State data center(s) and servers, and their respective Internet Service Providers (ISPs) need to be understood. The Offeror shall describe how the data center(s) and/or servers will connect to its Internet Service Providers and how the connection will be established between the Offeror's data center(s) and servers and the State data center(s) and servers. The Offeror must address how the Offeror's facilities and ISP connections will be engineered to maximize end-to-end performance and minimize the number of router hops in reaching both the Internet backbone and the State's ISP.

8. State Technical and Architectural Standards

Compatibility and consistency with the State's technical architecture will minimize potential problem areas relative to interfacing with legacy state systems. These standards can be found here: <http://dti.delaware.gov/information/standards-policies.shtml>

Variation from these standards and policies or from commonly accepted practice, must be specifically detailed.

The Offeror shall describe its current web development strategy, tools used in support of existing Internet site projects, and future plans for web development tools. The Offeror shall provide for any hardware, software or telecommunications costs that may be required to interface the e-Government applications to State legacy systems.

9. Software and Documentation Policy

The Offeror shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Offeror and the State. The cost of the escrow account must be

borne by the Offeror. The Offeror shall agree to the following terms associated with all software, except third party licenses, associated with any applications or systems developed under this proposal: The State shall have the option, upon termination or expiration of the contract awarded under this RFP, in connection with all application and portal software, documentation and source code (whether originally developed by the Offeror or a third party), but not software or documentation created by third parties and purchased by Offeror, together with any software updates or upgrades made by the Offeror over the life of the contract, but excluding third party software, documentation, source code, object code, and updates, to exercise one or more of the following:

- a) Contract with Offeror for a software license and ongoing support upon mutually agreeable terms and conditions; or Select a new Offeror and elect to have new Offeror support all existing systems; or Operate all existing systems under a perpetual software license including the transferable interests in any third party software licenses at the end of the Master Contract at no cost to the State.
- b) The Offeror shall allow the State to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by the Offeror under the terms of the Master Contract or any Agency WO.

P. Security and Authentication Services

1. Offerors shall comply with and adhere to the State IT Security Policy and Standards where applicable to a WO Agreement. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DTI.Delaware.gov . The Offeror must sign the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement found in Appendix A of this RFP.

The Offeror shall:

- a) Ensure that State information is protected with reasonable security measures.
- b) Promote and maintain among the Offeror's employees and agents an awareness of the security needs of the State's information,
- c) Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of by means of information technology,

- d) Ensure that appropriate security measures are put in place to protect the Offeror's internal systems from intrusions and other attacks, whether internal or external, e.g., message interception, tampering, redirection, or repudiation.
2. The Offeror shall fully describe its approach to security, including but not limited to, the use of firewall hardware and software and how these will be configured its network. The Offeror shall submit a narrative response explaining how its proposal addresses each element of the security infrastructure.

The Offeror shall describe how it would:

- a) Assure confidentiality of data;
 - b) In transit – provide the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a malicious attack;
 - c) In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;
 - d) Assure integrity of data – determine how to maintain data integrity and Customers' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution;
 - e) Maintain access control – determine method needed to prohibit Customers from accessing data or computer facilities unless such access was expressly approved by the State CM;
 - f) Provide authentication – determine how to provide robust authentication services; and
 - g) Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.
3. The Offeror shall provide diagrams that detail its schema for network, server, and transaction security. The State requires data confidentiality, as through the use of standardized and widely distributed tools such as Secure Sockets Layer (SSL). The State requires data confidentiality, integrity and non-repudiation of transactions. The State expects the transaction to be protected in transit through the use of either private leased-lines or VPNs. Full audit trails must be maintained for transactions. Access controls must also be strictly enforced and audited.
4. Any and all remote administration of the hardware, operating system, or application software will require approved authentication techniques such as the use of strong, dual-factor authentication. The State requires that any and all remote support be conducted from within the United States unless otherwise specifically approved.

5. For payment transactions made through Internet sites, the Offeror shall describe how it will ensure that transaction information is secured through encryption, authentication, and other standard payment card operating procedures to ensure that card information remains secure. The Offeror shall describe how it will prohibit Customers from accessing State data, unless such access is expressly approved by the appropriate State authorities. The Offeror shall describe how it will maintain and ensure data integrity and Customer confidentiality and privacy.
6. The security requirements of this section (Section 2.17) shall continue to apply to all State information in the possession of the Offeror after the expiration or cancellation of the Master Contract.
7. Access Identification and Authorization Premium service applications and some Customer services will need to be accessed by a unique identification code assigned to an individual or entity using the service. The Offeror shall describe recommended access security options in its proposal.
8. Privacy and Ownership of Information Protection of personal privacy must be an integral part of the business activities of the Offeror to ensure that there is no inappropriate use of State information at any time. To this end, the Offeror shall comply with the following conditions: Personal information obtained by the Offeror will become and remain property of the State. At no time will any information belonging to or intended for the State be copied, disclosed, or retained by the Offeror or any party related to the Offeror for subsequent use in any transaction that does not include the State. The Offeror may not use any personal information collected in connection with the Master Contract issued from this proposal for any purpose other than fulfilling the Master Contract. The State Agency that is the designated State Data Custodian of specific data must approve all access to that data. The Offeror does not have any ownership over data at any time. Privacy policies established by governmental agencies or state or federal law must be complied with. Privacy policy statements as may be developed and amended from time to time by the State will be appropriately displayed on Agency web pages. In particular, the Offeror must provide sufficient security to protect the data of the State. The Offeror shall work with the State CM to identify the appropriate Data Custodians.
9. Access to State Computer Networks

The Contractor shall not connect any of its own equipment to a State Local Area Network/Wide Area Network (LAN/WAN) without prior written approval by the State.

10. The Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the State CM or as deemed appropriate by the State.

11. Physical Security

At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements, which includes being prepared to be escorted at all times and providing information for State badging. Each person who is an employee or agent of the Contractor or subcontractor and not in possession of a State badge, shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

12. Security Clearances will be required by some State agencies and will be identified as such in the WO Agreement.

- a) The Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing service under a WO Agreement. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee or subcontractor hire to provide services on-site at any location covered by the WO Agreement. A CJIS Federal background check is necessary for each employee assigned to work on the WO Agreement and shall be completed within two (2) months of WO Agreement award date.
- b) The Contractor shall provide certification to the Agency that the Contractor has completed the required CJIS criminal background checks and that the Contractor's employees assigned to this the WO Agreement have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified legal actions or criminal convictions, as specified by the State.
- c) The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor
- d) An employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Master Contract
- e) An Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an Agency's more

restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

13. On-site Security Requirement(s) may be required by some State agencies and will be identified as such in the WO Agreement. For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.
 - a) Any person who is an employee or agent of the Contractor or Contractor's subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
 - b) Further, the Contractor, its employees and agents and subcontractors' employees and agents shall not violate security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate the Contract for default.

14. Audit Functions

The Offeror shall define the parameters of a comprehensive security audit, such as the Statement on Auditing Standards No. 70. The State will review and must approve the comprehensiveness of the proposed security audit. The Offeror shall arrange to have this audit conducted by an unbiased third party at no additional cost to the State. The Offeror shall submit the name and background of the third party auditor in the Proposal to this RFP. The Offeror shall provide the State its plan for correcting or remedying any audit exceptions identified as a result of the security audit within sixty (60) days of completion of the audit. The Offeror shall describe its plan for independent security audits and provide technical specifics relative to those audits.

Q. Retainage

The State reserves the right to establish retainage for any WO Agreement issued under this Master Contract, provided that no retainage exceeds 20% of the invoiced cost of the WO Agreement. Retainage conditions, including the percentage of retainage, whether retainage is cumulative, and the timeframe(s) and conditions(s) for release of retainage will be defined in the WO Agreement. Retainage will not be held by the State for any material

costs. The Contractor shall note the material costs (estimated if necessary) in each WO Proposal.

R. Service Level Agreements

1. The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for the development and on-going operations of e-Government applications.
2. Given the magnitude and possible scope of the e-Government Master Contract, it is important that the Offeror and the State enter into a contractual relationship that succinctly defines service level agreements and commitments. It is the intent of this section to specifically define the minimum SLA criteria that is required by the State. The technical requirements that are presented throughout this RFP represent the State's minimum requirements. The Offeror shall detail in the RFP Proposal its understanding of and agreement to comply with the requirements each category, including how the Offeror will comply. The Offeror shall consider carefully the infrastructure and other resources that will be required to meet these SLAs.
3. Monthly diagnostic reports in the categories outlined below will be used to verify and analyze Offeror conformance with the defined service level agreements. The State shall have access to all performance data, in raw and processed form, for the purpose of SLA verification.
4. The RFP Proposal shall describe how the Offeror will measure and report on each performance category below, on at least a monthly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means.

Enterprise Application Availability This SLA shall address performance of enterprise application availability. Availability includes the hardware, system software, telecommunications and shared interface applications.

a) Security Management

This SLA shall address performance of security management. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

b) Application Availability

This SLA shall address performance of the individual applications provided by the Offeror where the impact to the Customer community is isolated to the specific application and not all other Agency applications on the host server.

c) Availability

The State's e-Government applications must be operational and available to Customers 24 hours a day, 365 days per year. The only exception will be for pre-defined systems administration and maintenance agreed upon within the defined Service Level Agreements. Individual applications may be unavailable based on the individual Agency legacy application operational schedule. Scheduled downtime must be coordinated with and approved by the State with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during off-hours. The Offeror must describe its approach and experience on availability and the scheduling of routine maintenance downtime.

d) Network and Server Performance Measurement

Monitoring and measuring the end-to-end performance experienced by Customers can be facilitated by network management and monitoring tools. Offeror shall describe how it proposes to obtain measurements and report on an ongoing basis on the performance experienced by Customers from different locations within the State network. Performance management tools must provide an integrated and time-synched mechanism with which the State and the Offeror can monitor server and network performance of all aspects of the transaction, excluding any client-side performance monitoring. Offeror must include a description of what automated tools will be employed and how on-line access to performance reports will be provided to the State. Also, the Offeror shall describe any use of sub-contractors or outsourced services to perform web site monitoring service functions.

e) Disaster Recovery

The Offeror shall establish and maintain an alternative processing arrangement adequate to resume within 24 hours the application's processing services provided under the

Contract, in the event the Agency site or equipment is unavailable due to human error, equipment failure, man-made or natural disaster. Offeror shall describe in detail its approach for alternative processing arrangements; identify its alternative processing site; and its disaster recovery testing cycle.

f) Performance Monitoring and Problem Resolution

The Offeror shall describe its plans for performance monitoring and problem resolution. The Offeror shall describe procedures to be included for interfacing and consulting with hardware and software suppliers to identify and correct problems. The Offeror shall perform maintenance at times that will not adversely impact daily operations. The Offeror shall coordinate maintenance schedules and procedures based on the State's requirements. Offeror's plans for regularly performing normal and preventive software maintenance must be included in the proposal.

S. Governance and Work Order Process

1. Required Project Policies, Guidelines and Methodologies

The Offeror shall stay informed of and comply with all applicable federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under the Master Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Master Contract. It is the responsibility of the Offeror to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. The Offeror shall follow the project management methodologies/guidelines that are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide and or the State's Project Management Processes. Offeror's staff and subcontractors are to follow a consistent methodology for all Work Order activities.

T. Deliverables

Deliverable Submission Process

1. Deliverables against work performed at the Master Contract level will be submitted to, reviewed by and approved/rejected by GIC.
2. Deliverables against work performed under a WO Agreement will be submitted to, reviewed by and approved/rejected by the WO Manager established in each WO Agreement.

3. For each written deliverable, draft and final, the Offeror shall submit to the State CM/WO Manager one hard copy and one electronic copy compatible with Microsoft Office, Microsoft Project and/or Visio.
4. Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:
 - a) Be presented in a format appropriate for the subject matter and depth of discussion.
 - b) Be organized in a manner that presents a logical flow of the deliverable's content.
 - c) Represent factual information reasonably expected to have been known at the time of submittal.
 - d) Present information that is relevant to the section of the deliverable being discussed.
 - e) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
5. Upon completion of a deliverable, the Offeror shall document each deliverable in final form to the State CM/WO Manager for acceptance.

The Offeror shall memorialize such delivery in an Agency Receipt of Deliverable Form. The State CM/WO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein. Upon receipt of a final deliverable, the State CM/WO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the State CM/WO Manager shall issue to the Offeror notice of acceptance or rejection of the deliverables.

In the event of rejection, the Offeror shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the State CM/WO Manager or the State CM/WO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the State CM/WO Manager, the Offeror will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days.

6. A written deliverable defined as a final document must satisfy the scope and requirements of the WO Agreement for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:
 - a) Be presented in a format appropriate for the subject matter and depth of discussion.
 - b) Be organized in a manner that presents a logical flow of the deliverable's content.
 - c) Represent factual information reasonably expected to have been known at the time of submittal.
 - d) Present information that is relevant to the section of the deliverable being discussed.

7. The general State-required deliverables are defined below. WO Requests that arise from the Contract will likely specify additional deliverables. Within each task, the Offeror may suggest other subtasks or deliverables to improve the quality and success of the project. The Offeror shall prepare a Work Breakdown Structure (WBS) as part of its Project Management Plan and methodology explanation, using Microsoft Project that provides a detailed work plan with milestones and associated deliverables and project work effort to accomplish each milestone unless otherwise specified. Any changes to the WBS will have to be pre-approved by the State CM or WO Manager as deemed appropriate by the State.

8. Beginning of contract transition:

Phase	Deliverable	Due Date
Transition – Phase I	<ol style="list-style-type: none"> 1. Transition Plan 2. Project Management Plan 3. Gantt Chart 4. Staffing Plan 5. Communication and Contact Plan 6. Risk Management Plan 	NTP + 10 business days
Transition – Phase II	<ol style="list-style-type: none"> 1. DataCenter walk-thru with DTI & GIC 2. H/W, S/W, and Setup. 3. Create Security Ids, Security Access and Update System Administration. 4. VPN and IDS/IPS Monitoring Solution. 5. Backup Solution. 6. Roles and Responsibilities Matrix 7. Standard Operating Procedures 8. Test Plan 	<ol style="list-style-type: none"> 1. NTP + 5 business days 2. NTP + 10 business days 3. NTP + 10 business days 4. NTP + 10 business days 5. NTP + 10 business days 6. NTP + 10 business days 7. NTP + 10 business days 8. NTP + 15 business days
Baseline Maintenance and Operations	<ol style="list-style-type: none"> 1. Service Level Agreement 2. Technical Support Agreement 3. Standard Operating Procedures 4. Functional System Design Document 5. Network and Security Architectural Design 6. System Documentation 7. Hardware/Software Inventory 8. Roles and Responsibilities Matrix 9. Weekly/monthly status 	Monthly ongoing support to begin within one calendar month of the State-approved transition plan.

	reports, configuration control, usage, availability and	
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III. Required Information

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

A. Minimum Requirements

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

B. General Evaluation Requirements

1. Understanding of projects scope, objectives and requirements
2. Vendor and subcontractor experience, qualifications and references
3. Breadth of existing services in catalog (delivered as MS Word or PDF)
4. Projects work plan and schedule (delivered as MS Project)
5. The price proposal/pricing structure or Total Proposed Cost

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at <http://bids.delaware.gov/>

2. Public Notice

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Greg Hughes
Government Information Center
121 Duke of York Street
Dover, DE 19901
greg.hughes@state.de.us

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 6 paper copies and 6 electronic copies on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3 PM EST** on **4/08/11**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Greg Hughes
Government Information Center
121 Duke of York Street
Dover, DE 19901

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3 PM EST** on **4/08/11**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **90 Days**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

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

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined

within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

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

11. Confidentiality of Documents

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

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

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

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

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of

Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a) Primary Vendor

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

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

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

b) Sub-Contracting

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

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

c) Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

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

a) RFP Question Process

The State of Delaware will allow written requests for clarification of the RFP. Questions should be submitted in the following format before **3:00 PM** on **March 21, 2011**. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

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

b) RFP Answer Process

All questions and answers will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov> by **3:00 PM** on **March 28, 2011**. Vendors' names will be removed from questions in the responses released.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

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

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

17. Notification of Withdrawal of Proposal

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

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

18. Revisions to the RFP

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

19. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware'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.

20. Award of Contract

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

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

a) RFP Award Notifications

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

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

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

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

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

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

a) Criteria Weight

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

Criteria	Weight
Understanding of projects scope, objectives and requirements	35%
Vendor and subcontractor experience, qualifications and references	25%
Breadth of existing services in catalog	20%
Projects work plan and schedule	10%
Project Cost	10%
Total	100%

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team between April 18th and April 22nd, 2011. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

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

D. Contract Terms and Conditions

1. General Information

- a) The term of the contract between the successful bidder and the State shall be for 3 years with 3 extensions for a period of 1 year for each extension.
- b) The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c) The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d) The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e) The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the Agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f) If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by

agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from

accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a) Independent contractors

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

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware 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) Licenses and Permits

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

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

numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

d) Notice

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

**Greg Hughes
Government Information Center
121 Duke of York Street
Dover, DE 19901**

e) Indemnification

1. General Indemnification.

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, 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 of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is

likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

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

f) Insurance

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

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

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

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

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

g. Performance Requirements

The selected Vendor will warrant that 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 one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i. Costs and Payment Schedules

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

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

j. Penalties

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

k. Termination for Cause.

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty

(20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

I. Termination for Convenience

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

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling Agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this

warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

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

p. Work Product

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

q. Contract Documents

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

r. Applicable Law

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

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

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

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

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

s. Scope of Agreement

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

t. Other General Conditions

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

(2) Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

(3) Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

(4) Prior Use – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.

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

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

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

(8) Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

2. RFP Reference Library

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

3. 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.

4. Production Environment Requirements

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

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



State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

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

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

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

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

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

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____

Rev. 1/19/2006

