

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Delaware UI Modernization

ISSUED BY Delaware Department of Labor

CONTRACT NUMBER LAB23001-UI_MOD

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1 Purpose

The state of Delaware, Department of Labor (DOL or the Department) is seeking proposals from qualified vendors to provide Unemployment Insurance (UI) system modernization software and implementation services as described in this RFP, Scope of Work, and other attachments.

The State intends to award one (1) or more contracts in conjunction with this Request for Proposal (RFP), as determined in the best interests of the State. DOL shall administer contract(s) resulting from this RFP. The resulting contract(s) are expected to be for an initial ten-year contract term, with an option on the part of DOL unilaterally to extend for an additional ten-year term. Based on funding and other considerations, it is paramount that, the complete System solution be deployed, stabilized and operational before the end of 2026.

1.1 DOL Background

Mission:

> *"*The Delaware Department of Labor connects people to jobs, resources, monetary benefits, workplace protections, and labor market information to promote financial independence, workplace justice, and a strong economy.*"*

To fulfill its mission The Department of Labor is comprised of six units working together.

- The mission of the Office of Administration is to provide accurate, timely, and professional support services to the Divisions to assist them in achieving their goals and objectives for the Delaware Department of Labor.
- The mission of the Division of Unemployment Insurance (DUI or the Agency) is to minimize the impact unemployment has on the individual, their family and community. Its legislative charter is to:
    - assist in the promotion of statewide economic stability and vitality by providing temporary, partial income maintenance to workers who become unemployed through no fault of their own and by making referrals of unemployed workers to re-employment services;
    - ensure adequate funding for the payment of unemployment insurance benefits through the collection of employer taxes, and contribute to the development of a qualified workforce by collecting a statewide training tax from employ ers to provide funds for the training of dislocated workers, school-to-work transition, industrial training, and other training initiatives.
- The mission of the Division of Employment & Training is (DE&T) "to provide services enabling employers and job seekers to make informed employment and training choices leading to employment."
- The Division of Industrial Affairs (DIA) mission is to foster, promote, and develop the welfare of the wage earners of the State of Delaware, improve their working conditions, and advance their opportunities for profitable employment.

- The Mission of the Division of Vocational Rehabilitation (DVR) is to provide individualized services to employers and people with disabilities, to develop career pathways that link qualified employees to jobs, resulting in greater independence and a more inclusive workplace.
- The Office of Occupational and Labor market Information is the key source of information about labor market conditions throughout Delaware. The office produces reports on the industrial and occupational structure of the State's labor market, including supply-demand analysis and employment projections.
- In May 2022, Governor Carney signed into law the Healthy Delaware Families Act (HDFA). The HDFA will provide access to paid parental leave, medical, and family caregiving leave benefits for approximately 394,000 eligible Delaware workers. Aligned with Family Medical Leave Act (FMLA) which provides unpaid job protection, the HDFA provides paid family and medical leave to support families who experience qualifying events.

1.2 Project Vision

The need to transform its business processes and modernize the technology platform supporting the DUI systems was brought to the forefront during the recent national health emergency. To respond to the COVID-19 pandemic, the Division implemented several new solutions and programs, creating an atmosphere of change and drive for continuous improvement.

The Division is seeking a partner to help guide DOL-DUI forward, providing industry best practices that transform our customers' experience, optimize, and streamline operational processes, and provide a technology platform enabling DUI to respond quickly to changing economic scenarios and an ever evolving federal and state regulatory environment.

We encourage vendors to demonstrate through its proposal how their solution can exceed our business requirements and demonstrate the "art of the possible" for serving the citizens and employers of Delaware.

In addition to the DUI requirements, Delaware DOL seeks a solution and partner that can provide a platform, that can be easily and rapidly extended to support the needs of other DOL Departments as outlined further in this document.

1.3 UI Goals

The project's goals and objectives include:

Improve System Security and Reduce Fraud – enhance our ability to anticipate and respond to data security threats and manage access.

Goals:

- Enhance capability and resiliency with real-time security monitoring
- Integrate complex fraud models to detect and reduce payments to fraudulent claims
- Enhance access control administration
- Implement comprehensive audit log

Supporting Performance Metrics:

- Reduce security related audit findings.
- Utilize principal of least privilege for access.
- Decrease time to process access requests.
- Reduce improper payments to fraudulent actors.

Deliver a Better Customer Experience – transform the business and leverage technology to deliver industry leading performance.

Goals:

- Enable ability to measure customer satisfaction with each customer engagement.
- Improve customer satisfaction.
- Extend access through mobile applications.
- Provide timely and accurate data for customers.
- Streamline service delivery with our partners.

Supporting Performance Metrics – Tax:

- Increase number of employers utilizing online reporting and payment methods.
- Decrease time for status and charging determinations.
- Decrease time to respond to employer (stakeholder) requests.

Supporting Performance Metrics – Benefits:

- Decrease average time for claims, adjudication, and appeals processes.
- Ensure equitable access and outcomes for all program participants regardless of background, ethnicity, or educational background.
- Decrease improper payment rate.

Improve Employee Experience and Transform Business Processes – Leverage best in class business processes and technology to implement improved and more efficient business processes, deliver new capabilities to our employees, and support a more efficient customer experience.

Goals:

- Improve outcomes and performance for state, federal, and internal key performance outcomes.
- Eliminate manual processes and screen/system toggling, automating repeatable processes that do not require human judgement.
- Meet or exceed business requirements.

Supporting Performance Metrics:

- Improve state, federal, and internal performance metrics.
- Reduce manual processes.
- Reduce paper-based transactions.
- Increase the number of automated processes.

Leverage Real-Time Insights

Goals:

- Enable business resources to generate ad-hoc reporting.
- Increase visibility to emerging threats and or performance metrics deviating from performance targets.
- Automate reporting to reduce dependency on IT resources.

Supporting Performance Metrics:

- Identify and prevent fraud before payments are released.
- Increase the number of automated processes.
- Reduce time to respond to operational challenges and transform business processes.

- Enhance transparency to the Division's work, providing claimants and employers real-time access to claim and transaction status.

Enable Capability to Adapt to Changing Economic Conditions – Deliver a system capable of supporting new programs and functionality needs.

Goals:

- Deliver a flexible and sustainable system.
- Leverage the cloud to enhance the ability to scale computing resources rapidly and significantly.
- Increase integration for state and federal systems.

Supporting Performance Metrics:

- Replace and decommission legacy systems.
- Automate data exchange with state and federal partners wherever possible.
- Fully document system interfaces and data exchanges.

Complimentary to DUI requirements, an exercise to identify Department wide benefits from DUI's modernization and business transformation will be developed and will include, but is not limited to the following:

- Improvements in processes, staff productivity, and efficiency that yield increases in the handling of all claims.
- Improvements in computer system efficiency and scalability.
- Decreases in system training time.
- Decreases in fraudulent and unworkable claims.
- Enhanced ability to produce and analyze business information.
- Improvements in customer service and satisfaction.
- Improvements in worker satisfaction and accountability.
- Streamlined administration of system maintenance and operations.

1.4 Objectives

The project goals, as stated above, are consistent with the objectives of the organization in providing a robust, automated support system which is technically aligned with Delaware's standards and certified, if required, by the federal government. Implementing this user-friendly system will enable support of daily operations with online real-time data updates, improve management and operational analysis capabilities, and enhance interfaces with Delaware Job Link (DJL) and the Business OneStop in addition to other data share sources. Furthermore, the new solution will make it easier to respond to changing program requirements, expeditiously respond to edits and validations to promote data quality, accuracy, and reliability, and improve the technical support utilities to enhance the ongoing maintenance of the infrastructure and application.

The new solution will meet functional capabilities that conform to federal regulations and state statutes, provide sound financial controls, and adhere to standard accounting principles. The new solution will include improvements to management and operational analysis capability.

The implementation of the new solutions will impact several stakeholder agencies. These range in scope from changes in business processes to the establishment of new interfaces to support the DUI operations. Working collaboratively to ensure that Subject Matter Experts (SMEs) are available to support requirements definition, joint application development sessions, testing, and conversion efforts

will be imperative to the success of the project. Furthermore, stakeholder participation in validating deliverables, as appropriate, throughout the lifecycle to ensure the system meets DOL requirements is required. The DUI Project Team will work diligently with the Implementation vendor to ensure resource time is allocated to the project in the most efficient and effective manner.

The primary stakeholder groups and potential impacts to those groups are listed below:

1.4.1 Delaware Department of Unemployment Insurance (DUI)

- **Increased Management Responsibilities** – DUI must comply with federal and state requirements, monitor, and provide contractual oversight of the design, development, and implementation of the system.
- **Integrated Database and other Automated Systems** – DUI currently operate systems that manage client and employer data to facilitate payment of claims, assure employer compliance with State and Federal labor laws and communications with external organizations and perform other federally mandated activities. These functions will be incorporated into the new solution and requires careful coordination and integration during the transition.
- When the new solution has been fully implemented, the legacy system(s) will be retired. The Implementation Vendor is responsible for maintaining the new system through at least a 12-month warranty period. DOL is responsible for managing the system for maintenance and operations use after the warranty period.

1.4.2 Department of Technology and Information (DTI)

DTI currently provides the network infrastructure, security, and processing services for State agencies. Implementation of the new solution will change processing and network infrastructure requirements. The magnitude of these changes will be required to be estimated and finalized as the project moves forward.

1.4.3 Other Government Agencies and Tools

External business partners that interface with DOL will be subject to change over the life of the project. If the change is approved by the Executive Committee, those partners will be required to test new or modified system interfaces. The primary external business partners interfacing with the new solutions are:

- Business One Stop
- Division of Employment and Training (DET)
- Delaware Job Link (DJL)
- Department of Finance (DOF)
- Division of Child Support Services (DCSS)
- Department of Services for Children, Youth and Family (DSCYF)
- Division of Social Services (DSS)
- Department of Corrections (DOC)
- Federal Bureau of Labor Statistics
- Internal Revenue Service (IRS)
- Office of Occupational & Labor Market Information (OOLMI)
- Social Security Administration (SSA)
- NASWA Identity Data Hub (IDH)

- State Information Date Exchange Systems (SIDES)
- Interstate Connection Network (ICON)
- Federal Department of Labor (US DOL)
  *Not limited to the partners listed

1.5 Glossary of Terms

A definition of all acronyms and terms used here and subsequent sections of the Document can be found in Appendix H – Glossary of Acronyms and Terms

2 Proposal Response Schedule

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: 12/12/2022
Pre-bid Meeting:	Date: 01/05/2023
Deadline for Questions	Date: 01/17/2023
Response to Questions Posted by:	Date: 01/26/2023
Deadline for Receipt of Proposals	Date: 02/15/2023 at 1:00 PM (Local Time)
Vendor Demos	Date: 04/03/2023 to 05/19/2023
Estimated Notification of Award	Date: 06/01/2023

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

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

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

2.1 Pre-Bid Meeting

A volunteer pre-bid meeting will be held on January 05, 2023. For details and to confirm attendance please send email to DUI_PMO@delaware.gov for details regarding this meeting.

3 Scope of Services

The scope of the modernized Unemployment Insurance System referred to as the Solution, is a full replacement of Unemployment Insurance (UI) systems with a single Solution that meets the State's need for an Integrated UI Administration System. The UI Modernization project will address functional requirements for Benefits, Tax, Appeals and Quality Control defined in Appendix B as well as System requirements for Security, Support & Maintenance, Data and Database Management, Reporting, Service Level Agreements, Data Ownership & Privacy and Additional Requirements defined in Appendix B.

The State is looking for a Vendor hosted Cloud Solution along with data migration, integrations among systems, interfaces with other partner systems and any other activities that may be needed to migrate from current systems to the new system are also included in Scope.

The Scope of Services consists of the following:

1. Provide Vendor hosted Cloud Solution (Base System)
2. Provide detailed Project Management Plan with milestones and timelines, in collaboration with State's Project Management Office
3. Requirements traceability, validation, and gap analysis based on vendor provided response to Requirements listed in Appendix B as part of the Vendor questionnaire indicating how to achieve requirement functionality (Out of the Box, Configurable, Customizable, with Third Party Tools etc.)
4. Solution Design and Development including configuration and customization to meet the State's and relevant federal law, regulations, policy, and functional, non-functional, and technical requirements
5. Upgrades or replacement of existing case management, content management, Helpdesk Support systems and other auxiliary systems to meet the State's requirements
6. Design, development, execution and testing of data conversion/migration from the existing system(s) to the new Solution
7. Design, development, testing, and implementation of updated interfaces (internal and external) with and all other systems exchanging data with current UI Systems
8. Develop or customize reports which are not present in the new Solution but needed for Operation of Business
9. Review existing KPIs in Appendix C to identify areas of opportunity for improvements
10. Reengineer Business Processes to improve current KPI values by enhancing workflows, increase process automation, data integrity, enhanced reporting and data analytics for faster and automated decision making
11. Testing the new Solution tracing back to the requirements for functionality, integration, security, and performance
12. Support User Acceptance Testing
13. Implementation and providing access to use and administrative rights to the Solution
14. Provide Warranty Support as per General Contract Terms in Section 6.7.12
15. Emergency preparedness, disaster recovery, business continuity
16. Transition to State Staff or new vendor support including documentation and knowledge transfer based on mutually agreed upon timeline before end of Contract
17. The State is exploring a taxation solution that would collectively address all impacted agencies, creating a centralized facility that all business could use. Designs of this have not yet commence. The State is looking for the vendor to provide their expertise in this space and recommend a best-practices approach. Please provide the approach you would recommend,

considering the implementation of the taxation component within your product. Specific requirements are included in Appendix G

Tasks and Required Project Deliverables:

The following tasks and deliverables are required for the Delaware UI Modernization Project. Specific requirements for deliverables are outlined in Requirements in Appendix B and Appendix E for other DOL interfaces. The UI Modernization Project is expected to be conducted and completed from 2023 through 2026 funded by the ARPA grant. Bidders must submit a Major Milestones table with estimated completion dates for each phase and a corresponding pricing table.

Time is of the essence as ARPA funding is time sensitive and strict adherence to the timetables is necessary to utilize the ARPA funding to the fullest extent allowed by that statute. Vendor needs to be aware of this while proposing timelines for the deliverables identified below.

3.1 Plan and Setup Project

The Awarded Vendor will be responsible for the Project Planning and Setup activities and work products necessary to complete the project's initial planning and setup tasks.

Activities include:

- Plan and conduct a Project kick-off meeting
- Conduct a kick-off meeting to introduce Awarded Vendor and Delaware UI Staff and provide a common understanding of the project scope and approach with Delaware UI stakeholders
- Create the agenda and presentation materials. Awarded Vendor will provide draft materials to the IT Project Manager and Program Project Manager for approval a minimum of five (5) business days before the meeting. Delaware UI PMO team will approve agenda and presentation materials before the meeting; and
- Create meeting minutes to document the meeting. The PMO Director and Project Lead will approve the meeting minutes, and the Awarded Vendor will distribute meeting minutes to all Delaware UI stakeholders
- The Awarded Vendor will submit a detailed Project Management Plan reflecting all project management processes and controls for the Project. This Project Plan describes the Project and how it will be managed
- Create a detailed Work Breakdown Structure (“WBS”) and Project Integrated Master Schedule (“IMS”) in collaboration with Delaware UI PMO team, ensuring that the IMS includes all tasks, deliverables, milestones, dependencies, identifies critical path, and Delaware UI and Vendor resources to complete the Project
- Create program organization chart and identify all roles, responsibilities, knowledge, skills, abilities, and detail the percent of time and duration for each Delaware UI staff person
- Create Risks, Assumptions, Issues, Dependencies and Decisions (RAIDD) and Lessons Learned processes for collecting lessons learned throughout the project
- Establish meeting and status report schedules to monitor project progress

	Deliverable
1	Budget Plan
2	Governance Plan
3	Organizational Chart
4	Project Plans
5	Communications Plan
6	Decision Logs
7	Status Reports
8	Resource Management Plan
9	Change Management Plan
10	Risk Assessment Model
11	Risk and Issue Management Plan
12	Monthly Financial Reporting
13	Vendor Roadmap

Acceptance Criteria:

- Complete Project Kick-off Session with all Delaware UI project staff and vendor staff. All elements of the Project Management Plan will be reviewed and discussed. An agenda for meetings will be submitted to the Delaware UI Project Manager no less than one (1) business day before the Kick-Off meeting.
- Project Management Plan is approved, including individual plans for managing issues, risks, change, communication, and quality. The final draft shall be submitted to the Delaware UI Project Team at the Kick-Off Meeting and sent to the Delaware UI Project Manager no more than ten (10) business days after the Kick-Off meeting.
- Detail Level Work Breakdown Structure (WBS) Approved Draft of the Detailed Level WBS with the program Org Chart and Resource Management Plan will be distributed and discussed. The final draft shall be submitted to the Delaware UI Project Team at the Kick-Off Meeting and sent to the Delaware UI Project Manager no more than ten (10) business days after the Kick-Off meeting.
- Status Reporting and Meeting schedules are established with processes and templates for capturing and tracking project risk, issue, action, decisions, and lessons learned.
- Vendor will provide a roadmap for their product that covers the contract duration to include their yearly release plan. Problem fixes, enhancements, and other upgrades shall be grouped into scheduled, regular releases of the Solution. These releases will undergo unit, system, quality assurance, and user acceptance testing consistent with the methodology described in Section 10.

3.2 Manage Requirements

The Awarded Vendor will be responsible for implementing a requirements management process that specifies, documents, and maintains all requirements necessary to configure, customize, host, and operate the Solution as listed on the UI Requirements in Appendix B

Recent experience suggests that progressive elaboration of the UI requirements is required. UI requirements in Appendix B may require further elaboration and decomposition by the Awarded Vendor after entry into the Contract. Through the requirements elaboration processes, the Awarded Vendor and Delaware UI PMO team will establish the final UI system requirements baseline. Effort to support thorough requirements elaboration must be included in the base cost and built into the proposed IMS. Delaware UI has final approval over all requirements and under no circumstances will the Awarded Vendor's base code set, framework, Commercial Off the Shelf (COTS) product(s), or any technical base proposed by the Awarded Vendor be used to determine finalized requirements unless Delaware UI approves.

Activities Include:

- Develop a Requirements Management Plan to provide a detailed definition of processes, approaches, and artifacts to finalize requirements and functional needs, define requirements traceability and verification, document requirements, and support changes to requirements as identified by UI
- Install and verify base system 4 weeks in advance of initiating requirement validation workshops, with necessary access to users along with Preliminary Documentation of the system
- Host and facilitate requirements validation workshops, using the base system as a guide, to confirm, clarify, and elaborate all requirements and process flows with documented results, encompassing reports, notices, user roles, correspondence, and data elements
- Create requirements baseline and maintain in requirements management tool, to include traceability from requirements to design, code, and testing artifacts, as well as interfaces, notices, reports, and correspondence to help to verify that the system performs as intended
- Ensure that requirements documentation is distributed to appropriate stakeholders identified by UI for validation, schedule walkthroughs, and obtain approval from UI
- Setup Acceptance process for requirements along with Delaware UI PMO Team as requirements evolve during various stages of the contract including provisional acceptance through iterative development processes
- Create a requirements traceability matrix and ensure requirements can be traced through RFP, requirements validation, design, technical specifications, code, test, and documentation phases to verify that the system performs as intended
- Conduct a final walkthrough of Requirements documentation for Delaware UI approval

	Deliverable	Acceptance Criterion
1	Requirements Matrix	1. The Requirements Traceability Matrix must: map requirements from RFP to Requirements validation, System Detailed Design, Technical Specifications, Code, test plans, test cases, and implementation/code artifacts (or to stories and system test cases if following Agile methodology); Support valuation at each project phase that all requirements are defined and validated and that all design, test, and code artifacts support; Be organized by release, iteration, or phase; Be documented and stored in the Delaware UI shared project repository; Confirm, clarify, and document all requirements; Be formally reviewed and approved by the Delaware UI's IT Project Manager and Program Project Manager.
2	Requirements to Business Process Mapping	Conduct workshops with staff members to confirm, clarify, and document all business process requirements. Provide a detailed definition of processes to support effective requirement decisions (Solution demonstrations, design/workflow artifacts, etc.). Document and provide electronic copies to the Delaware UI project management team.
3	Install Base System	Vendor will be required to install their base system into a Test Environment prior to starting requirements meeting.

3.3 Design Holistic UI Replacement System

The Awarded Vendor will be responsible for the definition and documentation of functional and technical design specifications providing a holistic and detailed view of the UI system. Solution designs must include system behaviors, workflows, data, functionality, business rules, and integration architectures. All system components must be documented, including (but not limited to) software, hardware, operating environment, and infrastructure. Solution designs must be traceable to functional and technical requirements.

Activities Include:

- Create a holistic UI system design document to map all baseline requirements to the proposed Solution. The design must specify if each requirement is (a) standard system capability, (b) a configurable option (with a description of the mechanism like Config Table, IoC, etc. and skill level required for config changes), or (c) requires custom development or (d) a third-party

solution. The Awarded Vendor must substantiate core system support of Delaware UI requirements mapped to core system capabilities. Substantiation must be provided through supporting base product specifications or functioning prototypes

- Include the Use Cases or other similar documentation that address requirements, including all functional dependencies, user roles, data elements
- Provide Solution design artifacts of the functional details for system and configurations or customization, component behavior, and data workflows so that business and technical teams understand Solution capabilities
- Detail the provisions of the initial software purchase or subscription, including the user licensing and support along with a split of infrastructure hosting costs if applicable
- Describe the frequency of service patches or major releases considering 4 weeks lead time for approval from State prior install
- Describe the cost of annual maintenance and what is covered by this plan along with description of the staff roles, skills and lessons learnt from prior experience working on UI Modernization projects for other states, if applicable
- Document the vendor's replacement plan for the proposed Solution, including any planned replacements, upgrades, or discontinuation of service with prior notification in advance
- Attest to any current, past, or pending legal challenges or government investigations in which proposed Solution is involved

	Deliverable	Acceptance Criterion
1	Integrations Design	Document with clear specifications how the current mainframe and web-based applications will be replaced with a new system that provides existing functionality plus new requirements; include high-level, logical, and technical level architecture documentation, including system layering, services, infrastructure, and security; include mapping of requirements; Specify all software and hardware to include versions, specifications, and interoperability with other software and hardware products required to support the Solution.
2	System Design Documents	
3	Use Case or similar requirements documentation	
4	Software Purchase and Licensing Plan	
5	Annual Maintenance Plan with cost, frequency of patch releases/major releases and plans for replacements, upgrades, or discontinuation of service	

3.4 Assess Infrastructure

The Awarded Vendor will conduct an infrastructure assessment to determine the hosting location is reliable, secure, and scalable to meet or exceed the expected demands associated with the Awarded Vendor’s Solution. This needs to be completed and approved by State representatives prior to signing of the contract. The Awarded Vendor will provide all tools necessary to complete the assessment.

Activities include:

- Conduct infrastructure assessment to ensure Awarded Vendor’s Solution can handle traffic from the following users: UI claimants, employers, TPAs, staff and remote users

- Prepare an Infrastructure Report that documents current performance, identifies any current or known future issues, and contains actionable recommendations to optimize infrastructure for Awarded Vendor's Solution

	Deliverable	Acceptance Criterion
1	Infrastructure Report	The Report must: • Support the System Design created in Task 3.3 above • Include network device hardware and software inventory • Include network topology including Servers, VPNs, F5, Storage etc. • Report on performance (utilization, errors, downtime, etc.) of network devices and ports • Identify any issues

3.5 Configure and Build System

The Awarded Vendor will complete configuration, customization, and development activities for requirements resulting from Task 3.2 above. During the configuration and build phase of the Project, the Awarded Vendor must demonstrate that the requirements are satisfied for testing activities described in Task 3.10 below.

Activities include:

- Create a Software Development Plan detailing the software configuration and development methodology and processes.
- Develop a Configuration Management Plan associated with the development process and ensure all critical development documents, including but not limited to requirements, design, and code, are maintained under an appropriate level of control to ensure smooth execution of the project.
- Ensure processes and tools are in place to: identify code versions and to rebuild system configurations from source code, manage system changes including change requests, review prioritization and scheduling, ensure that mechanisms are in place to prevent unauthorized changes from being made to the system, and prevent authorized changes from being made to the wrong version.
- Complete all activities necessary to implement the software standard system capabilities, configurations, and custom-developed software necessary to create a Solution that meets Delaware UI's requirements.
- Demonstrate prototype(s) with Staff and stakeholder representatives for feedback on potential changes early in the project to incorporate during the development phase.
- Execute unit and functional testing activities and document results as outlined in Test Plan to demonstrate that entry and exit Criteria are satisfied. Validate requirements and test cases through maintaining requirements traceability.

	Deliverable	Acceptance Criterion
1	Configuration Management Plan	Ensure that a documented requirements configuration management process is implemented and that no changes are made to baselined requirements (not limited to requirements, design, and code) without performing a risk analysis, re-estimating impacts to cost and schedule, and validation amongst the stakeholders, processes and tools are in place to identify code versions and rebuild system configurations from source code. Processes are in place to manage system changes, including formal logging of requests and scheduling. Mechanisms are in place to prevent unauthorized changes from being made to the system and prevent authorized changes from being made to the wrong version. Plan, processes, and templates are documented and stored in the Delaware UI's shared project repository.

3.6 Migrate Data

The Awarded Vendor will complete all activities necessary to migrate all data and sustain data integrity throughout all project phases, inclusive of (but not limited to) Delaware UI System Integrations and Conceptual Data Model in Appendix D

Activities include:

- Collaborate with Delaware UI Subject Matter Experts (SMEs) to gather inputs for and create a Data Migration Strategy and Plan
- If the Bidder proposes a phased implementation, the data migration strategy must include Delaware UI's existing databases, address data integrity, and describe how data will be shared or bridged between the new and existing databases while both systems are operational
- Mapping of legacy to target/new data store, migrate data based on the mappings and all relevant transformations, conduct data migration and testing activities, track, and correct defects
- Provide validation and verification scenarios for Delaware UI's approval, including record count verification
- Propose a data migration schedule that provides converted data during functional testing activities in coordination with internal and external Delaware UI stakeholders
- Minimize the cutover/go-live timeframe(s) from legacy to the new UI system related to the final migration of data
- Bidders must provide the estimated level of effort Delaware UI is expected to contribute to data migration
- Delaware UI's team will be responsible for defining data retention schedules and completing appropriate/necessary manual data clean-up in the legacy system prior to migration

	Deliverable	Acceptance Criterion
1	Data Conversion / Migration Plan	The Strategy and Plan must include: Initial assumptions for migration, business rules and logic involved in migration, dependencies on other systems and data points, impact to existing legacy systems, validation requirements, error handling, test conditions, risks/issues log, rollback plan, detailed cutover plan, data dictionary, default data values, methods for data cleansing and removing duplicates, test conversion and migration process, regular reports of progress and issues, testing and reporting, how and when converted data will be run through all key processes, analyzed for errors and inconsistencies, and tracked until resolved, Awarded Vendor and Delaware UI's roles & responsibilities, IMS tasks, and data migration tools. At a minimum, Awarded Vendor must demonstrate that they successfully: • Conducted all data migration and testing activities • Tracked and corrected all defects • And verified the migrations
2	Data Dictionary	The metadata in the data dictionary includes the following: • Names of all tables in the database and their owners • Names of all indexes and the columns to which the tables in those indexes relate • Constraints defined on tables, including primary keys, foreign-key relationships to other tables, and not-null constraints • Additional physical information about the tables, including their storage location, storage method, etc.

3.7 Implement Interfaces

The Awarded Vendor will complete all activities necessary to implement all new and replacement interfaces required for the new Delaware UI System.

Activities include:

- Develop a detailed phased Integrations Management Plan: The plan must include a strategy and implementation plan. Review and confirm the interfaces identified in Appendix E, Delaware UI System Integrations and Conceptual Data Model, and develop a detailed implementation strategy and plan which allows Delaware UI to sustain continuous business and system operations for the duration of the Project. The interface approach must align with the Solution implementation strategy. All interfaces must be fully implemented before User Acceptance Testing commences. If the Awarded Vendor is unable to implement any of the interfaces prior to commencement of User Acceptance Testing the Awarded Vendor must document the pending interfaces and seek permission from Delaware UI before commencement of User Acceptance Testing

- Ensure all system interfaces are described, by medium and by function, including inputs/outputs, data format, communications protocols, error handling, and frequency. Interfaces that are no longer needed or will be replaced by System functionality may be excluded from the inventory with the approval of the Delaware UI's IT Project Manager
- Collaborate with Delaware UI SMEs to gather inputs for and create the Integrations Management Plan and coordinate with stakeholders internal and external to Delaware UI
- Implement the interfaces, conduct testing activities, track, and correct defects, verify, and validate interfaces
- Adhere to existing interface formats with external agencies, vendors, and partners, requiring those stakeholders are limited to testing efforts only.
- Assist with documentation needed for implementing and reengineering Interfaces with Federal and other State agencies

	Deliverable	Acceptance Criterion
1	Integrations Management Plan	The Integrations Management Plan, inclusive of strategy and implementation steps; start interface activities as early as possible in project IMS; Identify interfaces Awarded Vendor already developed for other states/Solutions; Define the interface functional design, architecture and technical specifications; Describe the approach for coordinating with stakeholders internal and external to Delaware UI to ensure they can meet Project deadlines; Identify Awarded Vendor and Delaware UI's roles and responsibilities; Identify implementation and testing processes in detail and align with the IMS.
2	Integrations Testing Plan	At a minimum, Awarded Vendor must demonstrate that they successfully: • Conducted all implementation and testing processes in detail • Validate system interface processes using migrated data defined and planned in data migration • Tracked and corrected all defects • Verified and validated interfaces and • Coordinated with stakeholders internal and external to Delaware UI

3.8 Create and replace Forms and Reports

The Awarded Vendor will perform activities necessary to provide a comprehensive reporting capability and to support all State, Federal, Legislative, and internal planning data analysis forms and reporting

needs. Forms and Reporting scope is based on Delaware UI's existing forms and reports as identified in Business Functional Requirements Appendix F and the identification of new reports that assist in the management and performance measurement of the UI program and related systems.

Activities include:

- Confirm the current forms, reports, and ad hoc query inventory with the appropriate program/business area(s). Reports and queries that are no longer needed or will be replaced by System functionality through dashboards, screens, etc., may be excluded from the inventory with the approval of the Delaware UI's IT Project Manager and Program Project Manager
- Must comply with all federal and ETA reports
- Confirm and document requirements for future state forms, reports, and queries
- Design and document the reporting environment so that it is responsive and will not negatively impact the production environment
- Implement the replacement forms, reports, and queries
- Perform discovery with leadership, business, and technical staff to identify potential new reports and/or dashboards
- Inventory of all required forms, reports, and ad hoc queries: with planned and schedule reports and queries that users may run themselves
- Confirm and document requirements for forms, reports, and ad hoc queries: document all required forms, reports and queries required in approved inventory, specify environment for forms, reports, and queries
- Interface with data warehouse for the creation and storage of forms and reports

	Deliverable	Acceptance Criterion
1	Inventory of all Required Forms, Reports and Ad Hoc Queries	At a minimum, the Inventory must: • Plan and Schedule form and report replacement and new forms and reports to align with phased implementation schedule • Include Queries which end users may run themselves
2	Confirm and Document Requirements for Forms, Reports and Ad Hoc Queries	At a minimum, the Requirements must • Include all required forms, reports and queries identified in the approved inventory • Specify the environments for forms, reports, and queries
3	Implement Replacement Forms, Reports and Queries	At a minimum, Awarded Vendor must demonstrate that they successfully • Conducted all forms, reports and query implementation and testing activities • Tracked and corrected all defects and • Verified and validated data and results

3.9 Plan and Implement Organizational Change Management ("OCM")

The Awarded Vendor will perform activities necessary to migrate Delaware UI's Staff and Customers at all levels from the existing ("as-is") business environment to the future ("to-be") business environment. The goal of these services is to equip and support staff and customers to successfully adopt change. Delaware UI's customers are those who interact with the Delaware UI Program, including claimants, employers, TPAs, accountants, attorneys/representatives, other governmental entities, law enforcement, and other external parties.

Activities include:

- Develop a detailed OCM Plan in collaboration with Delaware UI's internal and external stakeholders and prepare an organizational readiness assessment detailing Delaware UI's capacity for change and recommendations to guide the change program to realize expected outcomes
- Conduct change impact to identify impacted staff and customers and gap analysis to identify the gaps in skills, jobs, and personnel between the as-is and to-be business environments
- Develop and utilize the Communication Plan to provide stakeholders with discussion and feedback forums
- Determine readiness and checklist for each project phase and activities that must be completed prior to Go-Live to prepare Delaware UI leadership, line management, and staff for all aspects of the change
- Include responsibility assignment and participation of various roles in the OCM Plan tasks and deliverables, documented in the project IMS
- Store all documentation on the Delaware UI's shared project repository
- Implement OCM Plan and complete all items on the checklist, providing validation of completion

	Deliverable	Acceptance Criterion
1	Organizational Change Management Plan	The OCM Plan must address the change management needs of both the UI program and IT areas; include an organizational readiness assessment, change impact, gap analysis, communication plan, transition activities, provide and implement readiness checklist for Go-Live. At a minimum, Awarded Vendor must demonstrate that they successfully: • Reviewed Readiness Kit with Delaware UI leadership and implemented requested changes and • Completed all items on the Readiness Checklist

3.10 Conduct System Testing

During this phase, the Awarded Vendor will execute test activities defined in the Delaware UI-approved Test Plan for each testing phase (Unit, System, Integration, User Acceptance, Security, Accessibility, Load, Stress, and Performance Testing). At the completion of each testing phase, the Awarded Vendor will update the Test Plan, requirements traceability matrix and demonstrate satisfaction of test phase

Exit Criteria. During all testing activities, the Awarded Vendor will collaborate with Delaware UI to resolve identified defects according to the Test Plan and defect resolution processes contained in the Test Plan. Bidder responses must describe testing methods, artifacts, quality metrics, and support of Delaware UI's User Acceptance Testing (UAT) execution. Bidders must provide the estimated level of effort Delaware UI is expected to contribute to vendor-conducted testing.

The Awarded Vendor will implement an Automated Testing solution for executing Functional tests (with at least 80% code coverage) and automated Regression Tests (at least 80% automated regression testing with an emphasis on most frequently processed transactions, with the automated solution being kept up to date as and when new code is implemented in production environment), Accessibility Tests (Information Accessibility, ADA, ease of navigation), and Performance Tests on all Solution components. The Awarded Vendor will document instructions and conduct knowledge transfer sessions with Delaware UI Staff that will use the system to perform testing.

In addition to the execution of vendor testing activities, the Awarded Vendor must support Delaware UI's UAT planning and execution. UAT will be performed by Delaware UI users in the test environment using test data to confirm that the application meets the agreed-upon requirements. The Awarded Vendor will develop the UAT plan that includes the methods for documenting and communicating test results and responses to Awarded Vendor teams, Delaware UI, and other stakeholders. The Awarded Vendor will work with Delaware UI to define specifications and capabilities of UAT environments and support Delaware UI's development of test cases, test scripts, test data setup, test cycles, and necessary UI configuration, as needed. Delaware UI will perform acceptance testing with the support of the Awarded Vendor team. UAT activities will not be completed until Delaware UI confirms in writing that all approved requirements are satisfied.

Activities include:

- The Awarded Vendor will define and develop a Test Plan. The test plan must detail the overall test strategy, approach, methods, entrance and exit criteria, and roles and responsibilities for each testing phase of the system. The following forms of testing will be conducted to ensure the Solution performs and functions as required: Unit testing, Functional Testing, System Integration Testing, User Acceptance Testing, Regression Testing, Security Testing, Load Testing, Stress Testing, Performance Testing, Code Quality Testing, and Security Scans
- The Test Plan must include relevant test cases and test scripts required to address all functional, non-functional, and technical requirements. It must also address all aspects of the system, including Solution configuration and development, data conversion and migration (including use of quality migrated data in the testing processes as early as possible), interfaces and data exchanges, reporting, correspondence, and accessibility
- The Test Plan must be approved by Delaware UI team prior to commencement of test execution
- Implement the Test Plan, ensuring test cases are developed and stored in the Delaware UI testing tool, scripts are complete with step-by-step procedures, required pre-existing events or triggers, and expected results
- The Test Plan must include a plan to manage multiple simultaneous test environments to accommodate various concurrent testing activities
- Test plan results must meet agreed-upon quality metrics, including code quality, pass/fail rates, and re-open rates
- Update the Requirements Traceability Matrix to reflect test case scripts executed to verify requirement implementation

- Ensure test results are verified and documented, document test results and formal logging of errors/defects, resolve system defects timely as defined in the Test Plan and demonstrate approved exit criteria are satisfied to proceed through gates and conclusion of each test activity

	Deliverable	Acceptance Criterion
1	Quality and Test Management Plan, Performance Test Plan, Requirements to Test Case Mapping	The Quality and Test Management Plan must: • Be documented and stored in the Delaware UI's shared project repository • Align with the implementation strategy and project milestones accepted by Delaware UI • Include the development of test cases • Describe the approach for unit test, system test, integration test, user acceptance test, security test, load test, and stress test • Include metrics and reporting for test results and defect tracking, conduct root cause analysis • Include an early access sandbox/staging plan that allows users to familiarize themselves and provide feedback • Describe end-to-end tests to assess total, holistic system functionality and performance, including network transmissions • Describe, in detail, how testing activities integrate with requirements management functions and support tracking requirements validation and verify that tests validate all Delaware UI requirements • Include both Awarded Vendor and Delaware UI resources; and • Include schedules and durations for each test type in project IMS • Entry and exit criteria for each phase of testing subject to Delaware UI approval
2	Third Party Test Plans	• Collaboration with Third-Party stakeholders to include in performance test plans. • Vulnerability and penetration test plans and reporting

3.11 Create and Conduct Training

The Awarded Vendor will perform activities necessary for knowledge transfer so that Delaware UI or a new vendor is self-sufficient to operate and maintain the Solution. Training must cover anyone affected by the system, including but not limited to Program and IT Staff, new hires, external users, and providing guides to Delaware UI's Customers and partners.

Activities include:

- Implement a training environment of the solutions that mirrors the production environment for Delaware UI
- Develop and implement a repeatable process for synchronizing the Solution's training environment with de-identified production data; Data must be able to be aged and must support all training needs and scenarios.
- Create Training Plans for each IT and UI Program area.
    - Analyze learning goals and develop plan for each IT and UI program areas. This may include
        - Developing learning personas
        - Establishing learning outcomes
        - Consulting with SMEs to develop content
        - Outlining deliverables
        - Developing implementation plans.
- Create Training Materials that include any Delaware UI specific modifications and configurations. This might include the following:
    - Developing material for in person training including Visual Aids, Facilitator Guides, and Participant Activities and Guides
    - eLearning modules using Storyline
    - Scripting videos
    - Developing graphics and other visual aids
    - Job aids
- Design and document Training Courses, User Manuals, Guides, Desk Aids, End User Webinars, and video training
- Conduct training and demonstrations; Evaluate and monitor all training effectiveness, and conduct additional training as needed
- Create and execute a knowledge transfer plan to allow Delaware UI Program and Technical staff to operate, maintain, configure, and modify the Solution with little or no involvement from the Awarded Vendor
- Technical knowledge transfer must include system support and operational aspects such as hardware and software support, design, development, and test toolsets, patch and upgrade the application, network and database support, batch processing, system technical operation, back-up and recovery steps, system table maintenance, system administration, security administration, interface operation, and monitoring, system maintenance, implementation, and other system-specific operations including the use of all system/data-related tools required to support the system
- Delaware UI retains the right to edit and/or customize the training materials, guides, desk aids, webinars, and videos for use by Delaware UI and its stakeholders

	Deliverable	Acceptance Criterion
1	Training Plan	The Awarded Vendor must define, document, and provide training and knowledge transfer plans, which shall include communication, system, and hardware component training. Knowledge transfer plans must be provided in addition to providing training documents for all types of users (trainers, administrators, technical staff, and end-users); in-person training for Delaware UI technical staff and UI staff has been completed. Training must be completed for all Delaware UI staff. At a minimum, the Plans must: • Include approach; schedule with all tasks, deliverables, dependencies, and resource requirements; identified risks, issues, and mitigation strategies • Include a System Configuration Training Plan • Include a Technical Support Training Plan • Describe the training materials, resource plan, and timeline in support of the rollout of the Solution to Delaware UI staff • Include a Train-the-Trainer approach that leverages the existing Delaware UI Training Staff for the Solution's implementation • Identify any Awarded Vendor staffing resources that would be needed to supplement the Delaware UI Training staff

	Deliverable	Acceptance Criterion
2	Training Courses and Documents, Glossary of Terms	At a minimum, the Training Courses and Documentation Materials must: • Include documentation and knowledge transfer necessary for instructors, UI users, and Delaware UI staff to be self-sufficient • Include Instructor Guides • Include Participant materials (student manual and exercise workbook) • Be compliant with federal and State Accessibility requirements, as defined in Requirements (Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS) and utilize print and digital formats • Include Delaware UI specific modifications and configurations made in the Solution • Include training necessary for Delaware UI instructors, Program and IT Staff, new hires, and external users to be self-sufficient; and • Include hands-on exercises conducted in the Training Environment. • The Awarded Vendor must demonstrate that they successfully conducted all Train-the-Trainer training, System Configuration training, and Technical Support training

3.12 Deployment Planning and Execution

The Awarded Vendor will perform activities necessary to fully implement the Solution, including system configurations, customizations, data conversion and migration, interfaces, reports, organizational change management, testing, and training.

Activities include:

- Verify that necessary system functions are available and/or that alternative solutions are developed to help avoid major disruption of services to UI customers and to prevent delays in paying UI benefits when due
- Ensure alternative solutions do not alleviate resolution time for critical defects
- Develop detailed narrative report; Report must be certified by Delaware UI and submitted to the US DOL ETA approximately 180 calendar days (6 months) prior to the projected implementation "Go-Live" date, and support includes any clarifications or follow-up requested by USDOL ETA
- Create and execute readiness checklist (including communications Plan, issue reporting, support, rollback plan) for each deployment
- Develop, for Delaware UI approval, a detailed deployment, go-live action plan, including primary and secondary task owners, tasks dependencies and sequences, estimated task durations, roll-back approach(es)

- Conduct mock Go-Live exercises 120 days prior, 60 days prior, and 30 days prior to actual Go-Live
- Report on UAT results, all Severity 1 (More than 50% of users unable to access system functionality) and Severity 2 defects (More than 25% of users unable to access system functionality), must be resolved prior to go-live; and Receive Go/No-Go Executive Decision
- Provide end-user support throughout deployment and post deployment
- Create and implement the Help Ticket Management Process using ticket management tool like ServiceNow or equivalent
- Ensure any changes are reviewed and approved by change control board before implementation

	Deliverable	Acceptance Criterion
1	Implementation Plan	At a minimum, the Implementation Plan must be documented and stored in the Delaware UI's shared project repository and contain the following: • Include rationale, benefits, risks, and costs for each approach • Include a recommended implementation approach that factors in Delaware UI's environment of "coupling" data between mainframe and servers • Include a strategy and schedule for replacing all in-scope applications and for sustaining dependencies between legacy applications and replacement applications until the UI system is fully replaced • Include a strategy and schedule for keeping data in sync throughout the project between replacement applications and legacy applications and preserving data integrity for all reports and queries until the UI replacement system is fully implemented • Describe how the recommended implementation strategy minimizes organizational risk, including the rationale that supports the recommendation
2	Go Live Checklist	At a minimum, Awarded Vendor must demonstrate that for each deployment, they successfully: completed all items on the readiness checklist, published UAT results, and received a go/no-go executive decision

3.13 Maintenance and Operations ("M&O") Plan

The Awarded Vendor will include an M&O Plan for post-Go-Live support throughout the term of the Contract, during the implementation period, and post-Go-Live.

Activities include:

- Consider the current workload, throughput targets, and demand for UI System Services; review service level agreements ("SLAs") and Performance Measures in Appendix C and recommend additional Program area SLAs, and determine the total capacity required to meet SLAs
- Include all current FTE positions in the DUI IT Department – Check on the Support Requirements
- Specify all roles, including but not limited to maintenance and support for applications, builds, data, environments, infrastructure, and administration of third-party tools; staffed by DUI or Awarded Vendor; responsibilities; duties; skills; performance standards; organizational chart; and the number of staff needed in each role to establish and manage a support team to meet M&O demand and SLAs
- Develop a checklist of knowledge transfer topics and a list of systems checks for any upgrades to any system participating in UI
- Specify the scope of M&O support, including how the Awarded Vendor will phase in M&O production support in a phased rollout considering DUI IT Systems' responsibilities for continuing support of legacy systems through the final deployment
- Include an organizational chart for IT Support Staff in Delaware UI Systems
- The Awarded Vendor will submit a Monthly Operations Status Report due no later than the fifth (5th) calendar day after the end of the month. Content of the report to be finalized later which may include a summary of uptime and unplanned outage activities, metrics related to SLAs, accomplishments, planned downtime, status of 3rd party products used, e.g., current version we are using and when it's support date ends, and future activities, and issues

	Deliverable	Acceptance Criterion
1	M&O Plan	At a minimum, the Plan must: • Specify all tasks, roles, responsibilities, skills, the number of staff needed by role and performance standards • Identify anticipated workload volumes and staffing • Contain a governance process for the M&O of the new Solution including, but not limited to: ○ A process to intake, analyze, and estimate the effort to implement modification requests ○ The creation and maintenance of development, test, and production environments ○ The delivery of regularly scheduled releases ○ A recommended approach for configuration management ○ A recommended approach for leveraging other states' functionality and features who share the common vendor ○ A full array of systems engineering including business requirements, design, development of modifications, systems testing, UAT, load and stress testing, deployment readiness, deployment and ○ Post-deployment support • Specify staff augmentation plan • Specify knowledge transfer and skills training • Include checklist of knowledge transfer topics
2	Monthly Operations Report	At a minimum, Awarded Vendor must submit Monthly Operations Status Reports.

3.14 Maintain Effective Cyber Security and Business Continuity

The Awarded Vendor will provide cybersecurity artifacts to demonstrate compliance with the controls necessary to maintain the confidentiality, integrity, accessibility, and operations of the UI System as outlined in Appendix B, Scope of Work and Technical Requirements.

	Deliverable	Acceptance Criterion
1	FedRAMP ATO	Awarded Vendor must provide certification from a Federal Agency Sponsor that their cloud hosting Solution has FedRAMP ATO for systems with a Moderate risk level.
2	Security Assessment Plan	Awarded Vendor must provide a plan to assess the information security controls implemented to determine whether they are operating as intended and the extent to which they are producing the desired results This plan must include the: • Security monitoring methods • Control measurement methodology • Data analysis/benchmarking and • Continuous improvement cycle
3	Incident Response Plan	Awarded Vendor must provide a plan that defines the steps that will be taken to detect, respond to, and recover from information security incidents including, but not limited to: • Cybercrime • Data loss • Privacy violations and • Malware intrusions
4	System Security Plan	Awarded Vendor must provide a system security plan that outlines the preventative, detective, and corrective controls using a NIST 800-53 format in compliance with IRS Publication 1075.
5	Business Continuity Plan	Awarded Vendor must provide a plan that defines Business Continuity Plan to provide ongoing business operations in the event of continued and sustained levels of unexpected downtime and how to meet RTO and RPO. Once in production the state will need the vendor to run the system from fail over site from time to time for a day or two for emergency preparedness.

6	Risk Assessment and/or SOC Compliance Reviews	Awarded vendor must provide an executive summary of the most current organization risk assessment and/or SOC Type 2 reports any subsequent such engagements during the life of the contract. This summary should identify any high-level findings, management response to those findings, and a plan of action and milestones.

3.15 End of Contract Services

Both DUI and Awarded Vendor agree that upon any termination of this Contract, a seamless and transparent transfer is in the best interest of Delaware UI stakeholders. Delaware UI and Awarded Vendor therefore agree to develop and implement a comprehensive transition plan (the "Transition Plan") designed to achieve an efficient transfer of responsibility to another entity, in a timely manner, and to cooperate fully throughout the post-termination period until such transition is complete. Delaware UI requires that Awarded Vendor work in conjunction with Delaware UI and any subsequent contractor to ensure a smooth transition at the end of any contract resulting from this solicitation.

At the end of this contract Awarded Vendor must do the following:

- Fully cooperate with any subsequent vendor
- Provide a written plan that details disposition of Delaware UI Data and hand-off of services
- Agree to transfer the data in its custody to Delaware UI or any subsequent vendor, via secured means
- Comply with audit verification that all data has been transferred that is necessary for record retention, access logging and investigation, confirming that no data is retained once the transfer is complete, received, and usability has been confirmed
- Certify that Delaware UI Data has been removed and sanitized from Awarded Vendor's hosted Solution
- Awarded Vendor must identify any Delaware UI proprietary documentation and return it to Delaware UI. Any electronic copies of Delaware UI proprietary information stored on Awarded Vendor equipment shall be transferred back to Delaware UI before being deleted. The format and the medium of transfer will be at the discretion of Delaware UI
- Awarded Vendor must perform a risk assessment and identify the reasonably foreseeable significant risk factors relating to the migration of the Services to State and any Replacement Vendor and shall initiate planning activities to mitigate such risks
- Pay any and all additional costs incurred by Delaware UI that are the result of Awarded Vendor's failure to provide the requested records, documents, data, or materials within the time frames agreed upon in the Transition Plan

Awarded Vendor and Delaware UI shall develop a Transition Plan for the orderly, effective transition of data and operations at the termination of this Contract. The Transition Plan will specify the tasks to be performed by the parties, the schedule for the performance of such tasks, and the respective responsibilities of the parties associated with the tasks. The Transition Plan will be completed at a date agreed upon by Delaware UI and Awarded Vendor, but not later than six (6) months from the date the Contract is executed.

The written Transition Plan shall include, at a minimum, the procedures and schedule under which the following occur:

- Awarded Vendor's and the Delaware UI's transition managers will meet to review the status of Transition Plan activities and to resolve any issues
- All Delaware UI Data and information, documents, mail, instruments, and other relevant information are transferred to Delaware UI, via secured means
- A transfer of knowledge plan to be agreed upon with Delaware UI to transfer knowledge to the replacement vendor, as necessary
- Financial reconciliation of all funds
- Any interim measures deemed necessary to ensure compliance with federal and State law and regulations are taken
- Final approval of the Transition Plan resides with Delaware UI. Awarded Vendor and Delaware UI will revisit the plan annually each year of the Contract. The termination of services under this Contract, occurring for any reason, will be governed by and follow the approved Transition Plan
- Awarded Vendor shall cooperate with Delaware UI to assist with the orderly transfer of the services, functions, and operation provided by Awarded Vendor hereunder to another service provider
- Awarded Vendor personnel critical to the transfer efforts will be identified by the parties
- Awarded Vendor will ensure the cooperation of its key employees during the transfer process
- Awarded Vendor will provide full disclosure to Delaware UI of all services required to perform services previously performed by Awarded Vendor within thirty (30) calendar days of any Delaware UI request for same
- Awarded Vendor will exercise reasonable efforts to affect a transfer of license or assignment of agreement(s) for any Software or third-party services utilized by Awarded Vendor to provide services to Delaware UI
- Awarded Vendor will ensure that Delaware UI obtains appropriate access to third-party services, hardware, software, personnel, and facilities required to perform an orderly transition
- Awarded Vendor's performance of the Exit Services shall meet or exceed the same degree of reliability, accuracy, quality, completeness, timeliness, responsiveness, productivity, and resource efficiency that it provided throughout the Contract

In the event any Contract resulting from this RFP expires or is terminated for any reason before the end of the Contract period, Awarded Vendor shall extend the services hereunder for a period up to three hundred sixty five (365) calendar days (time period is at sole discretion of Delaware UI), or until such time as services of a new contract is in effect and implemented, as determined by and at the sole discretion of Delaware UI. Following this Termination Assistance period, Awarded Vendor will answer questions from Delaware UI on an "as needed" basis. Awarded Vendor will work with Delaware UI and any other organization(s) designated by Delaware UI to facilitate an orderly transition of services at the end of the Contract term or other termination of the Contract.

- Awarded Vendor must provide all agency data in any format form that can be converted to any subsequent system of Delaware UI's choice
- Awarded Vendor must cooperate to this end with the Vendor of Delaware UI's choice, in a timely and efficient manner
- Awarded Vendor must provide certification of the complete and permanent deletion and sanitation of Delaware UI data and backups from all vendor storage

	Deliverable	Acceptance Criterion
1	Transition Plan	At a minimum, the Plan must include the procedures and schedule under which: • A seamless and transparent transition of data and operations will occur to a subsequent contractor • The Awarded Vendor's and the Delaware UI's transition managers will meet to review the status of Transition Plan activities and to resolve any issues • Outside vendors will be notified of procedures to be followed during the transition • All Delaware UI Data and information, documents, mail, instruments, and other relevant information are transferred to Delaware UI, via secured means • Financial reconciliation of all funds • Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken; and • The Awarded Vendor and Delaware UI will revisit the plan during January of each year of the Contract

	Deliverable	Acceptance Criterion
2	Completed Transition Plan	At a minimum, Awarded Vendor must demonstrate that they successfully: • Fully cooperated with any subsequent vendor • Provided a written plan that details disposition of Delaware UI Data and hand-off of services • Transferred the data in its custody to any subsequent vendor, via secured means • Complied with audit verification that all data has been transferred that is necessary for record retention, access logging and investigation, confirming that no data is retained once the transfer is complete, received, and usability has been confirmed • Certified Delaware UI Data has been removed and sanitized from Awarded Vendor's hosted Solution • Returned any Delaware UI proprietary documentation to the Delaware UI IT Contract Manager and • Confirmed that any electronic copies of Delaware UI proprietary information stored on Awarded Vendor equipment was transferred back to Delaware UI before being deleted • Maintain the confidentiality of Delaware UI Data during the transition in accordance with the standards of confidentiality set forth in this RFP and its appendices

	Deliverable	Acceptance Criterion
3	Outstanding defects	• 100% of Priority 1 defects are closed (Severity Critical and priority 1) • 90% of priority 2 defects are closed (Severity high and priority 2) with a logical workaround being available for the rest of the 10% of the defects. And a plan is available for closing the rest of the 10% of the defects. • Production deployment and sanity checklist is ready. • Production support team has been formed and ready for closing tickets. • 70% of priority 3 defects are closed and a plan is in place for closing rest of the 30% of low defects.

4 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

a. Prior to the execution of an award document, the successful Vendor shall either furnish Delaware UI with proof of State of Delaware Business Licensure or initiate the process of application where required.
b. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.
c. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
d. Complete all appropriate attachments and forms as identified within the RFP.
e. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section VII, Item G, subsection 6.7.8 Insurance.

B. General Evaluation Requirements

a. Experience and Reputation
b. Expertise in UI Modernization Program and prior implementation experience of projects of similar scope and size
c. Capacity to meet requirements (size, financial condition, etc.)
d. Location (geographical)
e. Demonstrated ability

f. Familiarity with public work and its requirements
g. Financial stability, please provide 3 years of company financial data
h. Other criteria necessary for a quality cost-effective project
i. Business and IT requirements provided as part of this document Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS needs to be followed

5 Professional Services RFP Administrative Information

5.1 RFP Issuance

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

B. Obtaining Copies of the RFP: This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

C. 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.

D. 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.

Darryl M. Scott
Director, Division of Unemployment Insurance
Delaware Department of Labor
4425 N. Market Street
Wilmington, DE 19802
dui_pmo@delaware.gov

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

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

F. 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.

G. 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.

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

a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
d. Has violated contract provisions such as;
    i. Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    ii. 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; or
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.

5.2 RFP Submissions

A. 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.
B. 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 5 paper copies and an electronic version through email. Please provide a separate electronic pricing file from the rest of the RFP proposal responses. An electronic copy of the proposal is to be sent to the State of Delaware and received no later than **1:00 PM (Local Time)** on **02/15/2023 to** DUI_PMO@delaware.gov Paper copies of the Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail postmarked no later than **1:00 PM (Local Time)** on **02/15/2023**, or by hand no later than **1:00 PM (Local Time)** on **02/15/2023** to:

Darryl M. Scott
Director, Division of Unemployment Insurance
Delaware Department of Labor
4425 N. Market Street
Wilmington, DE 19802
DUI_PMO@delaware.gov

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. LAB23001-UI_MOD” on the outside of the bid submission package and in the subject line of electronic submissions.

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

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

C. 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 receipt of proposals.

D. 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.

E. Proposal Expiration Date: Prices quoted in the proposal shall remain fixed and binding on the bidder at least through 12/31/2023. The State of Delaware reserves the right to ask for an extension of time if needed.

F. 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.

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

There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals.

H. 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.

I. 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.

J. 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.

K. Confidentiality of Documents: The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

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

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

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

   Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the

procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included in a proposal may enter the public domain.

L. 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 vendor**". The "**prime vendor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve any vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, the prime 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. Prime 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 prime vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

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

   b. Sub-contracting: The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This RFP and the resulting contract allow 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 subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals: A prime vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

M. Sub-Contracting: The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This RFP and the resulting contract allow subcontracting assignments; however, vendor(s) 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.

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

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

a. RFP Question and Answer Process: The State of Delaware will allow written requests for clarification of the RFP to be submitted in writing to the Designated Contact. All questions shall be received no later than **01/12/2023**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **01/26/2023**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

- Section number
- Paragraph number
- Page number
- Text of passage being questioned

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

O. 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.

P. 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.

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

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

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

T. 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.

U. Revisions to the RFP: If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov . 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.

V. Exceptions to the RFP: Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the Proposal Evaluation Team.

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

X. 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.

Y. RFP Award Notifications: After reviews of the Proposal Evaluation Team report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

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

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

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

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

5.3 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.

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

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

   The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Proposal Evaluation Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the 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 Proposal Evaluation Team.

   The Proposal Evaluation Team reserves the right to:

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

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 (points)
Vendor Response to Business Requirements	25.00
Vendor Response to Technical IT Requirements	12.50
Vendor Response to Security and Data	12.50
Vendor Support, Maintenance and Implementation Plan	15.00
Pricing	20.00
Vendor Staff Experience, References & Reputation	15.00
Total	100.00

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

C. Proposal Clarification: The Proposal 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.

D. References: The Proposal Evaluation Team may contact any customer of the vendor, whether 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.

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

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

The vendor representative(s) attending the oral presentation shall be technically qualified to demonstrate their product through a proof of concept and respond to questions related to the proposed system and its components.

The Proposal Evaluation Team will determine the scope and format of any such proof of concepts, demonstrations, and interviews and may record them. Additionally, if the Proposal Evaluation Team selects more than one Finalist, the scope and format of these proof of concepts, demonstrations, and interviews may vary from one vendor to the next, depending on the issues or concerns the State may have with each Vendor's Proposal.

The Proposal Evaluation Team normally will not rank proof of concepts, demonstrations, and interviews. Rather, if the Evaluation Team conducts the proof of concepts, demonstrations, and interviews as part of the technical evaluation, the Evaluation Team may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the Proposal Evaluation Team holds the proof of concepts, demonstrations, and interviews for one or more Finalist(s) after the evaluation phase, the Proposal Evaluation Team may decide to revise its existing Proposal evaluations based on the results of this process.

Vendors must confirm in writing any substantive oral clarifications of their Proposals made during discussions. Any such written clarifications then become part of the Vendor's Proposal and are binding if the Contract is awarded. The Director, Division of Unemployment Insurance will notify Vendors of the time and place of a proof of concept.

The Proposal Evaluation Team, at its discretion, may travel to view qualified Vendors' proposed Solutions (or a close approximation) in operation, or may view or investigate qualified Vendors' proposed Solutions in operation remotely using appropriate technology. This will become part of the evaluation process.

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

6 Contract Terms and Conditions

6.1 Contract Use by Other Agencies

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

6.2 Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, any contract resulting from this RFP is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

6.3 General Information

The term of the contract between the successful bidder and the State shall be between 2023 and 2026 for the implementation with six (6) optional extensions for a period of one (1) year for each extension for a total of 10 years.

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning Solution. Subscription costs will not be applicable during periods of implementation and Solution development prior to the State's full acceptance of a working Solution.

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.

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.

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.

The successful vendor shall make every effort to execute a contract incorporating the terms of this RFP within thirty (30) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by 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.

If the vendor to whom the award is made fails to make a sincere effort to enter into the agreement as herein provided, the award may 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.

The State reserves the right to extend the contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Vendors are not restricted from offering lower pricing at any time during the contract term.

6.4 Collusion or Fraud

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

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

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

6.5 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.

6.6 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.

6.7 General Contract Terms

6.7.1 Independent Contractors

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

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

6.7.2 Temporary Personnel are Not State Employees Unless and Until They are Hired

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

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

6.7.3 Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees. This may include, but not be limited to, any active policies requiring the wearing of a mask in State buildings and requirements for receiving vaccinations. For clarity, State buildings are those owned or leased by the State.

6.7.4 ACA Safe Harbor

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

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

6.7.5 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.

6.7.6 Notice

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

Darryl M. Scott

Director, Division of Unemployment Insurance
Delaware Department of Labor
4425 N. Market Street
Wilmington, DE 19802
DUI_PMO@delaware.gov

6.7.7 Indemnification

6.7.7.1 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.

6.7.7.2 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:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. 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.

6.7.8 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 the 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 the contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of the contract, including all extensions, the

minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
b. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.
c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

    i. $1,000,000 combined single limit each accident, for bodily injury;
    ii. $250,000 for property damage to others;
    iii. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
    iv. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
    v. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

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

    i. Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate
    ii. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/ $3,000,000 per aggregate
    iii. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate

e. Cyber Liability Insurance - Cyber Liability Insurance shall be required as provided in the DTI standards (Delaware Cloud Services Terms and Conditions Agreement) attached hereto as Attachment 16 Cyber Liability Insurance, if data is not encrypted as required by such standards.
f. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
g. Before any work is done pursuant to the contract, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

    Division of Unemployment Insurance
    Contract No: LAB23001-UI_MOD
    Delaware Department of Labor
    4425 N. Market Street
    Wilmington, DE 19802

h. Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by the contract. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by

the contract, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

i. To the extent that Vendor has complied with the terms of the contract and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of the contract, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
j. In no event shall the State of Delaware be named as an additional insured on any policy required under the contract.
k. The Vendor shall provide a Certificate of Insurance (COI) as proof that the Vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the Awarded Vendor(s).
l. The State of Delaware shall not be named as an additional insured.
m. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

6.7.9 Performance Requirements

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

6.7.10 Performance Bond

Contractors awarded contracts are required to furnish a 100% Performance Bond to the State of Delaware for the benefit of Delaware Division of Unemployment Insurance with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. See Attachment 10

6.7.11 Vendor Emergency Response Point of Contact

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

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

6.7.12 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.

6.7.13 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%) as described in the example below.

#	Release Phase Milestones	% of Release
1	Project and Release 1 Planning Complete	0%
2	Scope Definition Complete	5%
3	Hardware Installation & Environment Setup Complete	5%
4	Training Development Complete	5%
5	Configuration, Customization and Unit Testing Complete	5%
6	System Testing Complete	5%
7	Data Conversion Complete	10%
8	User Acceptance Testing Complete	20%
9	Training Delivery Complete	5%
10	Production Cutover Complete	20%
11	Release 1 Stabilization and Warranty Period Complete	20%
	RELEASE 1 - TOTALS	100%

6.7.14 Liquidated Damages

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

6.7.15 Dispute Resolution

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

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to the contract shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted

for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

6.7.16 Remedies

Except as otherwise provided in this solicitation, including but not limited to Section VII.G.15 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Vendor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

6.7.17 Termination of Contract

The contract resulting from this RFP may be terminated as follows by the State of Delaware.

1. Termination for Cause: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under the contract, or if the Vendor violates any of the covenants, agreements, or stipulations of the contract, the State shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under the contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

   On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Vendor response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.
2. Termination for Convenience: The State may terminate 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, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. Termination for Non-Appropriations: In the event the General Assembly or the federal government fails to appropriate or allow continued use of the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

6.7.18 Non-discrimination

In performing the services subject to this RFP the Vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711 and federal law, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.

As a condition to the award of financial assistance from the State of Delaware under ARPA or otherwise under the contract, the Vendor will assure that it will comply fully with the nondiscrimination and equal opportunity provisions of all state and federal laws including the following laws:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against individuals with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
4. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
5. the requirements of any other non-discrimination statute(s) which may apply to the contract.

The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract.

6.7.19 Covenant against Contingent Fees

The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure the 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.

6.7.20 Vendor Activity

No activity is to be executed in an offshore 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.

6.7.21 Vendor Responsibility

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

6.7.22 Personnel, Equipment and Services

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

6.7.23 Fair Background Check Practices

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

6.7.24 Vendor Background Check Requirements

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

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

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

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

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

6.7.25 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.

6.7.26 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.

6.7.27 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; the Social Security Act, Federal Unemployment Tax Act, and all federal regulations applicable to unemployment insurance;
4. the federal American Rescue Plan Act and all federal regulations governing federal grant funds thereunder;
5. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
6. that programs, services, and activities provided to the general public under the 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 (a) through (f) 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.

6.7.28 Severability

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

6.7.29 Assignment of Antitrust Claims

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

6.7.30 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.

6.7.31 Affirmation

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

6.7.32 Audit Access to Records

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

6.7.33 IRS 1075 Publication

1. Performance: In performance of the contract, the Vendor agrees to comply with and assume responsibility for compliance by its employees with all requirements of IRS Publication 1075, as it may be amended during the course of the contract term, including but not limited to the following requirements:

   All work will be performed under the supervision of the vendor or the vendor's responsible employees.

The vendor and the vendor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the vendor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under the contract will be subcontracted without prior written approval of the IRS.

The vendor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the vendor fails to provide the safeguards described above.

The vendor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

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

   Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus

in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

Granting a vendor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, vendors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publ. 1075 Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See IRS Publ. 1075, Section 10.) For both the initial certification and the annual certification, the vendor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

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

6.7.34 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. Assignment – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. Billing – The successful Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. Payment – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e., speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. W-9 - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at https://esupplier.erp.delaware.gov to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. Purchase Orders – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number LAB23001-UI_MOD on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. Purchase Card – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
14. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.
15. Mandatory Terms & Conditions for Contracts Funded by American Rescue Plan Act ("ARPA").

All contracts resulting from the RFP will be required to incorporate the mandatory terms and conditions for all contracts funded by ARPA, which are attached hereto as Attachment 12.

6.7.35 Confidentiality Terms and Conditions for Access to Confidential Unemployment Compensation Information.

All contracts resulting from the RFP will be required to incorporate the mandatory confidentiality terms and conditions for contracts providing access to confidential unemployment compensation information, which are attached hereto as Attachment 13.

7 RFP Miscellaneous Information

1. No Press Releases or Public Disclosure: The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

   The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the Solution or goods provided.
2. Definitions of Requirements: To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words shall, will and/or must are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.
3. Production Environment Requirements: The State of Delaware prefers that all 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.

8 Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Performance Bond
- Attachment 11 – Mandatory Terms & Conditions for Contracts Funded by American Rescue Plan Act (“ARPA ”)
- Attachment 12 - Confidentiality Terms and Conditions for Access to Confidential Unemployment Compensation Information
- Attachment 13 - Department of Technology and Information (DTI) Requirements
- Attachment 14 - Delaware Cloud Services Terms and Conditions Agreement
- Attachment 15 - Data Usage Terms and Conditions
- Attachment 16 - Cyber Responsibilities, Liability, and Insurance
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Key Performance Indicators (KPIs)
- Appendix D – Conceptual Data Model
- Appendix E – List of Interfaces
- Appendix F – List of Forms, Reports and Queries
- Appendix G – List of Acronyms
- Appendix H – Glossary of Acronyms and Terms

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**

- Attachment 6 must be included in your proposal if subcontractors will be involved

- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

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

AGENCIES MAY NOT REMOVE SUBCONTRACTING 2ND TIER REPORTS – Reporting is required by Executive Order.

In accordance with Executive Order 49, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran

certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's contract manager on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. LAB23001-UI_MOD Contract Title: Delaware UI Modernization

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

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

_____ 1. We do not wish to participate in the proposal process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are:

_____

_____

_____ 6. We do not sell the items/services on which Proposals are requested.

_____ 7. Other:_____

_____

_____ _____

FIRM NAME SIGNATURE

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

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

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

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 2

CONTRACT NO.: LAB23001-UI_MOD
CONTRACT TITLE: Delaware UI Modernization
DEADLINE TO RESPOND: 02/15/2023 at 1:00 PM (Local Time)
NON-COLLUSION STATEMENT

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

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

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

	Corporation
	Partnership
	Individual

COMPANY NAME _____Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER_____

EMAIL ADDRESS _____

STATE OF DELAWARE
FEDERAL E.I. NUMBER _____ LICENSE NUMBER_____

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 3

Contract No. LAB23001-UI_MOD
Contract Title: Delaware UI Modernization

EXCEPTION FORM

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

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

Paragraph # and page #	**Exceptions to Specifications, terms, or conditions**	**Proposed Alternative**

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 4

Contract No. LAB23001-UI_MOD
Contract Title: Delaware UI Modernization

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 5

Contract No. LAB23001-UI_MOD
Contract Title: Delaware UI Modernization

BUSINESS REFERENCES

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

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

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

1. **Contact Name & Title:**	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

2. **Contact Name & Title:**	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

3. **Contact Name & Title:**	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 6

SUBCONTRACTOR INFORMATION FORM

<table>
<tr><td colspan="3">PART I – STATEMENT BY PROPOSING VENDOR</td></tr>
<tr><td>1. CONTRACT NO. LAB23001-UI_MOD</td><td>2. Proposing Vendor Name:</td><td>3. Mailing Address</td></tr>
<tr><td>4. SUBCONTRACTOR</td><td colspan="2"></td></tr>
<tr><td>a. NAME</td><td colspan="2">4c. Company OSD Classification:

Certification Number: _____</td></tr>
<tr><td>b. Mailing Address:</td><td colspan="2">4d. Women Business Enterprise ☐ Yes ☐ No
4e. Minority Business Enterprise ☐ Yes ☐ No
4f. Disadvantaged Business Enterprise ☐ Yes ☐ No
4g. Veteran Owned Business Enterprise ☐ Yes ☐ No
4h. Service-Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No</td></tr>
<tr><td colspan="3">5. DESCRIPTION OF WORK BY SUBCONTRACTOR</td></tr>
<tr><td>6a. NAME OF PERSON SIGNING

6b. TITLE OF PERSON SIGNING</td><td>7. BY (Signature)</td><td>8. DATE SIGNED</td></tr>
<tr><td colspan="3">PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</td></tr>
<tr><td>9a. NAME OF PERSON SIGNING

9b. TITLE OF PERSON SIGNING</td><td>10. BY (Signature)</td><td>11. DATE SIGNED</td></tr>
</table>

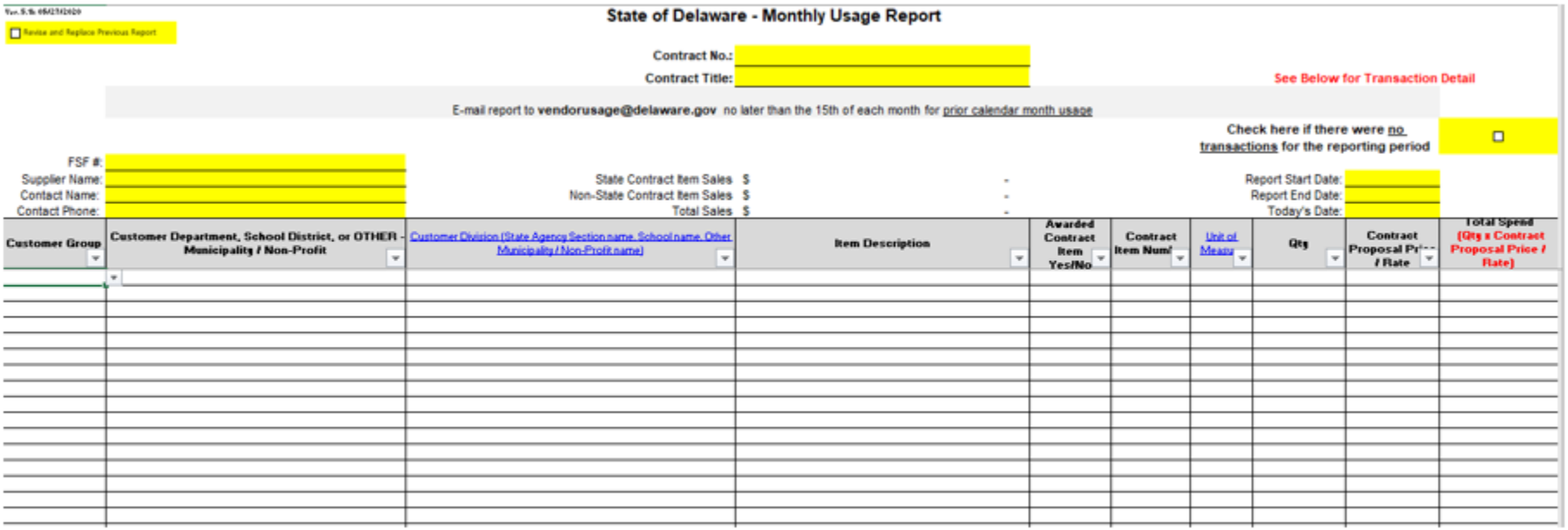
*** Use a separate form for each subcontractor**

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY



State of Delaware - Monthly Usage Report

Revise and Replace Previous Report

Contract No.:
Contract Title:

See Below for Transaction Detail

E-mail report to **vendorusage@delaware.gov** no later than the 15th of each month for prior calendar month usage

Check here if there were no transactions for the reporting period ☐

FSF #:
Supplier Name:
Contact Name:
Contact Phone:

State Contract Item Sales $ -
Non-State Contract Item Sales $ -
Total Sales $ -

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

Customer Group	Customer Department, School District, or OTHER - Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Other Municipality / Non-Profit name)	Item Description	Awarded Contract Item Yes/No	Contract Item Num	Unit of Measu	Qty	Contract Proposal Pr... / Rate	Total Spend (Qty x Contract Proposal Price / Rate)

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

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							**Report Start Date:**									
Contract Number : LAB23001-UI_MOD							**Report End Date:**									
Contact Name:							**Today's Date:**									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	**Vendor TaxID***	**Contract Name/ Number***	**Vendor Contact Name***	**Vendor Contact Phone***	**Report Start Date***	**Report End Date***	**Amount Paid to Subcontractor***	**Work Performed by Subcontractor UNSPSC**	**M/WBE Certifying Agency**	**Veteran /Service-Disabled Veteran Certifying Agency**	**2nd tier Supplier Name**	**2nd tier Supplier Address**	**2nd tier Supplier Phone Number**	**2nd tier Supplier email**	**Description of Work Performed**	**2nd tier Supplier Tax Id**

Note: Completed reports shall be saved in an Excel format, and submitted to the following email address: osd@delaware.gov . The form can be located at Office of Supplier Diversity - Division of Small Business - State of Delaware, bottom of the page, 'Services and Information' section, 'Subcontractor Reporting Form'.

Attachment 9

The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Applications can be found here:
https://business.delaware.gov/osd/

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:
https://business.delaware.gov/directory-of-certified-businesses/

New Address for OSD:
Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: https://business.delaware.gov/osd/

Dover address for the Division of Small Business
Local applicants may drop off applications here:
Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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

STATE OF DELAWARE
Division of Unemployment Insurance

Attachment 10

PERFORMANCE BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. LAB23001-UI_MOD dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

_____

_____ _____

Witness Name

_____

Title

_____

Date

_____

Company Name

_____

Company Address

SURETY

_____

_____

_____ _____

Witness Name

_____

Title

Attachment 11

Mandatory Terms & Conditions for
Agreements Funded by American Rescue Plan Act ("ARPA")

1) ***Notice and Acknowledgement, Eligibility.*** Recipient[1] acknowledges that the State of Delaware's ("Government") provision of funding or payment relating to this transaction is the result of an effort to stimulate the State of Delaware economy and assist the Government in recovering from the unprecedented global reaction to the coronavirus pandemic. By entering into the Agreement, Recipient expressly acknowledges that it is receiving Federal, State, or County funds in each instance it accepts the payments required by the Agreement. Further, Recipient acknowledges that its statements, disclosures and representations: 1) in arriving at the Agreement, and 2) with respect to each of its communications to the Government required by the Agreement, shall be certified by a person possessing the actual or apparent authority to bind the Recipient under oath and under penalty of criminal or civil prosecution.[2] Each Agreement involving ARPA funding shall explicitly state the legal basis for eligibility at an appropriate location within the highest priority transactional document.

2) ***Audit and Inspection.***

a) *Government Auditing Rights.* Recipient shall hold the Recipient's, and any applicable agent, subcontractor, or subconsultant's work and records open at all times for the inspection and/or audit by the Government, any applicable state or federal agency, the U.S. Inspector General, the Comptroller General of the United States, the State of Delaware Department of Justice, or any of their duly authorized representatives, including, any private firm of certified public accountants engaged by the entity, to any books, documents, papers, financial and accounting reports, schedules and records, and any other material of the Recipient and any applicable agent, subcontractor, or subconsultant which relate to this Agreement. The location of the inspection and/or audit will be at the Government's discretion and the inspection may be preceded by the Government's demand for the production of documents to facilitate the performance of preliminary planning, analytic and examination procedures by the Government. Such access for an on-site inspection and/or audit shall be granted by Recipient during its normal business hours, after receipt by Recipient of at least ten (10) business days advance written notice of a request for such access, at its offices in the State of Delaware, or at such other place or places agreed to by Recipient and the requesting person; provided, however, that this notice provision shall not apply to the execution of any search warrants or subpoenas or where the Government has determined to conduct an unannounced site visit. Absent good cause for more frequent site visits, the Government agrees to conduct no more than one unannounced site visit per calendar year. The provisions of this section shall survive termination or cancellation of this Agreement.

b) *Mandatory Record Retention.* Recipient, and any applicable agent, subcontractor, or subconsultant retained by Recipient, must retain all books, documents, papers, financial and accounting reports, schedules and records, and any other material pertaining to costs incurred under this Agreement for not

[1] "Recipient" as used herein refers to as any party receiving funds through contracts, agreements, loans, grants, or any other transaction involving the Government as defined herein.

[2] *See* 31 U.S.C. §§ 3729 – 3733; 6 *Del. C.* c. 12; 18 U.S.C. c. 96; 11 *Del. C.* c.15.

less than 6 years after the Government makes final payment and all other pending matters are closed and shall make the material available upon request for inspection and/or audit by the Government or any of the entities provided for in this Agreement. The entire Agreement includes all tasks regardless of individual task completion date. The Recipient, or any applicable agent, subcontractor, or subconsultant, shall be liable for Government costs incurred for subsequent audit reviews requested by the Recipient.

c) *Audited Financial Statements.* Recipient shall provide the Government with annual, audited financial statements, including all footnotes, prepared in accordance with U.S. generally accepted accounting principles (GAAP) for the most recent two accounting years at the time of this Agreement. In addition, the Recipient has an ongoing obligation to provide annual, audited financial statements for future accounting years within one hundred twenty (120) days after the end of the Recipient's accounting year and to provide financial statements for interim accounting periods upon the Government's request. The requirement to provide financial statements shall continue through the accounting year ending after the last payment is made by the Government.

d) *Tax Record Retention and Production.* Recipient agrees to provide the Government with any and all tax returns, employee or contractor tax documents and any other tax records upon the Government's request, for the Government's inspection and/or audit of the Recipient's use of the funds provided pursuant to this Agreement. Such tax returns, employee or contractor tax documents and other tax records include, but are not limited to, annual tax returns, payroll tax returns, quarterly unemployment tax filings, and other employee or contractor tax related information.

e) *Cross-Government Sharing of Records*. Recipient specifically agrees to allow the sharing or exchange of any information or documents which relates to this Agreement among the Government and its political subdivisions, as well as the Federal Government.

3) ***Subcontracting and Assignments*****.** To the extent that subcontracting, or assignments are authorized by a contract or other written Agreement, Recipient agrees that each of its reporting, auditing, invoicing, and certification requirements shall be expressly required of any such subcontractor or assignee.

4) ***Public Access to Audit Materials.*** While confidential business information as defined by the State of Delaware Freedom of Information Act shall remain entitled to protection and shall not be disclosed to members of the public by the Government unless required by law or court order, Recipient, and its approved subcontractors and assignees, shall expect that invoices, reports, certifications, and any Government-generated audit report regarding Recipient's performance may be made available to the public.

5) ***Customized Reporting Obligations.*** Recipient shall issue certified reports regarding compliance with all terms and conditions of the Agreement which may be required by the Government. Such certified reports will allow for active transactional oversight by the Government and shall be tailored to the specific obligations relevant to the transaction. All reporting obligations shall be reduced to writing and included in the Agreement.[3]

[3] Reports required pursuant to Mandatory Term and Condition No. 5 shall be negotiated by the Government based upon the specific purchase, deliverable, or service being supported by the distribution of ARPA funds.

6) ***Certifications Required.*** All of Recipient's invoices and reports shall contain the following certification:

> Recipient acknowledges that each of its requests for payment under this Agreement constitutes an express true and correct certification that the goods or services for which payment is sought comply with all statutory, regulatory, and contractual requirements related to this Agreement (including the "CARES Act" or the "American Rescue Plan Act"), and that the Recipient is not holding, billing, or otherwise requesting, any funds which the Government is entitled to possess. Recipient recognizes and agrees that the Government seeks to enter into this Agreement, on an expedited basis and, as such, is explicitly relying on the truth and accuracy (including the lack of any material omissions) of each representation, warranty, certification, and other statement made by Recipient in connection with its entering into this Agreement, including any boilerplate in this Agreement, or related documents, as an express condition of the Government's Agreement to provide payment pursuant to this Agreement.

7) ***Misrepresentation Illegal***. In connection with this Agreement, Recipient agrees not to engage in any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission whether or not any person has in fact been misled, deceived or damaged thereby (collectively, the 'misrepresentation'), and agrees that any such misrepresentation shall be treated as an unlawful practice under § 2513 of Title 6 of the Delaware Code. Material misrepresentation(s) will be assessed on the basis of individual transactions and/or combined transactions at the Government's discretion.

8) ***Price Gouging Illegal.*** Recipient agrees not to engage in price gouging as herein defined and understands and agrees that any price gouging shall be treated as an unlawful practice under § 2513 of Title 6 of the Delaware Code and a violation of Subchapter II of Chapter 25 of Title 6. 'Price gouging' shall have the meaning set forth in paragraph 9 of Governor John C. Carney's Declaration of a State of Emergency dated March 12, 2020, as clarified by paragraph 4 of Governor Carneys 29th Modification of the Declaration of a State of Emergency dated May 18, 2021.

9) ***Non-Compliance is a Material Breach of Contract.*** Recipient acknowledges that any failure to comply with the terms and conditions included by virtue of a Mandatory Term & Condition listed herein shall constitute a material breach of Agreement.

10) ***Non-Compliance Tolls Government Payment Obligation.*** Any payment obligation by the Government for services rendered or materials provided during a period of time in which a Recipient's report was not timely delivered, or during which a defective report was delivered, shall be tolled until Recipient has fully complied with all of its outstanding and overdue reporting obligations.

11) ***Non-Waiver.*** The delay or failure by the Government to exercise or enforce any of its rights under a contract, Agreement, or other transaction shall not constitute or be deemed a waiver of the Government's right

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Accordingly, other than the mandatory obligation that reports be certified, the form, content, and frequency of such reports shall be at the discretion of the Government.

thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

12) ***Severability.*** If any term or provision included herein as a Mandatory Term and Condition is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms, conditions or provisions hereof, but such term, condition, or provision shall be deemed modified to the extent necessary in the court's opinion to render such term, condition, or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and Agreement(s) of the Government as set forth herein and as set forth in Exhibit B hereto.

13) ***No Third-Party Beneficiary Rights.*** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any Agreement or provision contained herein or contemplated hereby, even if indirectly benefited by it.

14) ***Jurisdiction and Venue.*** Recipient irrevocably consents and submits to the exclusive jurisdiction of the State courts of the State of Delaware located in New Castle County, Delaware and the United States District Court for the District of Delaware and waives any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising under this Agreement, or any of the other Agreement(s)or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts and geographic locations described above.

15) ***Governing Law.*** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement, or as an inducement to enter into same), shall be governed by, and enforced in accordance with, the internal laws of the Government, including its statutes of limitations without regard to its rules of conflict of laws.

16) ***Force Majeure; Applicability.*** Neither the Recipient nor the Government shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

a) Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

b) Diseases, plagues, quarantine, epidemics or pandemics;

c) Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

d) The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk. Notwithstanding the content of subparagraphs (A) through (D) of this paragraph, Recipient agrees that any event giving rise to *Force Majeure* as defined herein shall not relieve the Recipient of the obligation to perform and carry out any of the Mandatory Terms and Conditions set forth in this document.

17) ***Warranty.*** Recipient hereby warrants that:

a) All services and deliverables provided hereunder will be performed in a good and workmanlike manner, technically sound and in conformance with all applicable federal, state, and local statutes, Executive Orders and Declarations, codes, ordinances, resolutions, and other regulations applicable to the services. Recipient agrees to correct or re-perform any services not in compliance with this warranty.

b) Recipient will not provide access to a portal or other software, or produce work product, that violates or infringes on any copyright, trademark, patent, or other intellectual property rights. Recipient shall, without additional compensation, correct or revise any errors or omissions in the portal, software, or work product.

c) Third-party products within the scope of this Agreement shall be governed by the terms and conditions of the licenses or other Agreement(s) by which such products are governed. With respect to all third-party products and services purchased by Recipient for the Government in connection with the provision of the Services, Recipient shall pass through or assign to the Government the rights Recipient obtains from the manufacturers and/or Recipients of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

18) Indemnification.

a) Recipient shall indemnify and hold harmless the Government, its agents, and employees, from any and all liability, suits, actions, or claims, together with all reasonable costs and expenses (including attorneys' fees), arising out of:

i) the negligence or other wrongful conduct of the Recipient, its agents, or employees; or

ii) Recipient's breach of any material provision of this Agreement that is not cured after notice and opportunity to cure.

b) Subject to the exceptions stated in subparagraph (c) below, if the Government promptly notifies Recipient in writing of a third party claim against the Government that any deliverable infringes a copyright or a

trade secret of any third party, Recipient shall (i) defend such claim at its expense and (ii) pay any costs or damages that may be finally awarded against the Government.

c) Recipient shall not be required to indemnify Government, however, to the extent the claim of infringement stems from:

   i) Government's misuse or modification of the deliverable;

   ii) Government's failure to use corrections or enhancements explicitly made available to Government by Recipient;

   iii) Government's use of the deliverable in combination with any product or information not owned or developed by Recipient;

   iv) Government's distribution, marketing or use for the benefit of third parties of the deliverable; or

   v) Information, direction, specification, or materials provided by Government.

d) In addition to remedies stated in subparagraph a above, if any deliverable is, or in Recipient's opinion is likely to be, held to be infringing, Recipient shall at its expense and option either

   i. Procure the right for Government to continue using it;

   ii. Replace it with a non-infringing equivalent; or

   iii. Modify it to make it non-infringing.

19) ***Insurance.***[4] Recipient must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement (including during the term of all extensions), an insurance policy with the minimum coverage limits specified below issued by a carrier satisfactory to the Government. Recipient must carry one or more of the following insurance policies, as determined by the Government, depending on the type of service or product being delivered:

a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b) Commercial General Liability (in amounts determined by the Government).

c) Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the Government to Recipient pursuant to this Agreement as well as all units used by Recipient, regardless of the identity of the registered owner, used by Recipient for completing the Work required by this Agreement to include but not limited to transporting Government clients or staff),

[4] State of Delaware agencies should consult the State of Delaware Insurance Coverage Office for guidance in determining adequate amounts of insurance coverage.

providing the following types of coverage on a primary non-contributory basis, with limits as determined by the Government:

i) Combined single limit each accident, for bodily injury;

ii) Property damage to others;

iii) Per person per accident Uninsured/Underinsured Motorists coverage;

iv) $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and

v) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

d) In addition to the insurance coverages listed in the previous section, Recipient shall obtain at its own cost and expense, and keep in force and effect during the term of this Agreement (including during the term of all extensions), at least one of the following insurance policies (as determined by the Government) with the minimum coverage limits as specified by the Government, issued by a carrier satisfactory to the Government, depending on the scope of work being performed:

i) Medical/Professional Liability - per occurrence / aggregate;

ii) Miscellaneous Errors and Omissions - per occurrence / aggregate;

iii) Product Liability - per occurrence / aggregate; or

iv) Cyber Liability Insurance. Data such as names, addresses, phone numbers, email addresses, social security numbers, tax return information, bank account information, dates of birth, driver's license numbers and other personally identifiable or other confidential information maintained by Recipient under the Agreement (collectively, "PII") shall be encrypted at rest with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 Security Requirements. If Recipient cannot offer encryption at rest, Recipient must maintain cyber security liability insurance coverage for any loss resulting from a data breach. The policy, if required, shall remain in place in the amounts set forth below for the term of the Agreement, inclusive of any extension(s), or for as long as the Recipient possesses or controls PII, whichever is longer.

Levels of cyber liability insurance required are based on the number of records with PII anticipated to be possessed or controlled by Recipient in connection with the Agreement. Should the actual number of PII records exceed the anticipated number, it is the Recipient's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that Recipient fails to obtain sufficient coverage, Recipient shall be liable to cover damages and shall indemnify the Government for any damages, cost, or expenses beyond the coverage amount.

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

The insurance policy covering Cyber Liability shall include but not be limited to, coverage for liabilities relating to Recipient's or any independent contractor's or subcontractor's premises, operations, products, completed operations, or conduct relating to the Agreement. At a minimum, the policy must include third-party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines. Recipient shall be responsible for any deductible or self-insured retention contained in the insurance policy. The coverage under the policy shall be primary, and not excess, to any other insurance carried by the Recipient.

e) Any insurance policy required pursuant to this Agreement shall contain a provision that requires the carrier to provide the Government with written notice of cancellation in the event that such policy is cancelled prior to its original expiration date thereof.

f) Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or complete copies of all required insurance policies, referencing the contract number stated herein, shall be filed with the Government. The certificate holder shall be as follows:

Contract No: **LAB23001-UI_MOD**
Darryl M. Scott
Director, Division of Unemployment Insurance
4425 N. Market Street
Wilmington, DE 19802
dui_pmo@delaware.gov

g) Nothing contained herein shall restrict or limit the Recipient's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Recipient procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss suffered by, and claim made by, the Government pursuant to this Agreement.

h) To the extent that Recipient has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Recipient as part of this Agreement, the Government's self-insured insurance program shall not provide any coverage, regardless whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

i) In no event shall the Government be named as an additional insured on any policy required under this Agreement.

20) ***Limitation of Liability.*** Except for specifically identified fees and expenses that may be due and owing under the Agreement, and notwithstanding anything to the contrary in this Agreement, neither Government nor any officers, members, employees or attorneys of the foregoing, shall have any liability to Recipient or any other party for fees (including attorneys' fees), expenses, suits, actions, claims or damages, whether direct or indirect, compensatory or punitive, actual or consequential, in or for actions, claims, causes of action or rights, including indemnification rights, arising out of or related in any way to this Agreement.

a) Notwithstanding anything to the contrary herein, no provision of this Agreement shall constitute a waiver or limitation of any right held by the Government or United States of America that may exist under applicable statutory or common law.

b) Notwithstanding anything to the contrary herein, to the extent available under applicable law, Government and their respective officers, members, employees and attorneys, expressly reserve all rights, claims, arguments, defenses and immunities, including, without limitation, claims or defenses based on sovereign immunity, qualified immunity and other statutory or common law rights, claims, defenses or immunities; provided, however, that Recipient shall have the right to seek to enforce this Agreement in the courts of this State.

Attachment 12

Unemployment Compensation Information Confidentiality Terms in compliance with 20 C.F.R. part 603

A. THE LEGAL FRAMEWORK

This Attachment ___ (the "MOU") acknowledges the existence of federal and state laws governing any confidential unemployment information shared by Delaware Department of Labor, Division of Unemployment Insurance ("DELAWARE") pursuant to the Professional Services Agreement effective as of [*insert date*] (the "Contract") with [*insert vendor name*] (the "Vendor"). Thus, the terms of the MOU include language mandated by those laws so as to:

1. Comply with 20 C.F.R. § 603.5(F), which requires a state agency disclosing confidential Unemployment Compensation Information ("UCI") to an agent of a public official to enter into an agreement with the public official which contains the requirements set forth in 20 C.F.R. §§ 603.9 and 603.10;
2. Provide DELAWARE with assurances that Vendor will comply with all of the applicable requirements of 20 C.F.R. part 603 and Delaware law regarding data security, confidentiality, and cost reimbursement; and
3. Comply with state law governing the confidentiality of UCI, including 19 Del. C. § 3125 and Delaware Unemployment Compensation Regulation 12.0.

B. THE PROPER PURPOSES

This MOU authorizes DELAWARE to share confidential Unemployment Compensation Information with Vendor for the latter to use only in accordance with the terms and conditions of the Contract.

C. GENERAL PROVISIONS

1. The information to be provided by DELAWARE to Vendor may include: unemployment insurance wage records, benefit records, employment records, tax records, audit records, appeal records, collections records, quality control records, or additional UCI data as agreed to by the parties.
2. Vendor expressly acknowledges and agrees that no information it obtains from DELAWARE pursuant to this MOU will be shared with or disclosed to any entity outside of Vendor without the express written permission of DELAWARE. Such sharing or disclosure without permission would constitute grounds for the immediate termination of the Contract.

D. CONFIDENTIALITY AND COMPLIANCE WITH 20 C.F.R. Part 603

1. The parties to the Contract recognize that the confidentiality of UCI is of paramount importance and must be observed except where disclosure is allowed by laws including, but not limited to, 20 C.F.R. Part 603, state and federal regulations protecting the confidentiality of UCI, the Delaware Freedom of Information Act ("FOIA") (29 *Del. C.* ch. 100), and all other laws that govern the confidentiality of UCI. Accordingly, the parties agree to take all necessary steps to protect such confidentiality. All FOIA requests for the information shared pursuant to the Contract will be governed by state and federal law, including state and federal prohibitions and restrictions on disclosure of confidential information and confidential UCI.
2. Vendor pledges to adhere to the rigorous procedures to protect the confidentiality of UCI shared pursuant to the Contract (the "Shared Information") and to ensure that all confidential UCI will be safeguarded as required by 20

C.F.R. §§ 603.9 and 603.10 and state law against unauthorized access or disclosure. With regard to all Shared Information, Vendor agrees to:

a. Use the Shared Information only in the performance of its official duties and for purposes authorized by law and consistent with this MOU.
b. Store the Shared Information in a place physically secure from access by unauthorized persons.
c. Store and process the Shared Information in an electronic format that is secure from access by unauthorized persons.
d. Take precautions to ensure that only authorized personnel have access to the computer systems in which the UCI is stored.
e. Make the Shared Information accessible only to personnel of Vendor who require the Shared Information in the official performance of their job duties. All Shared Information will be kept in the strictest confidence and will be made available only on a "need to know" basis.
f. Instruct all employees or any other person provided access to the Shared Information about the confidentiality requirements of this MOU, the applicable federal and state confidentiality requirements for UCI, and the sanctions specified by state law for unauthorized disclosure of UCI. Sign an acknowledgment that all personnel having access to the Shared Information have been instructed in accordance with this paragraph (2)(f) and will adhere to state and federal confidentiality requirements for UCI and the requirements contained in this MOU and agree to report any infraction of the terms of this MOU or of the state and federal confidentiality laws to DELAWARE fully and promptly.
g. Limit those who request or receive Shared Information under the Contract to those with a need to access such information for the purposes set forth in this MOU.
h. Notify DELAWARE of any breach of security or system changes (hardware or software).
i. Destroy all copies of the Shared Information in digital form upon completion of the stated purpose of the Contract. Destroy all additional forms of data storage of the Shared Information, including but not limited to disks, CD/DVDs, backup tapes, paper originals and copies of the shared UCI, upon completion of the stated purpose of the Contract. The Shared Information destroyed pursuant to this subsection shall be permanently deleted by Vendor and shall not be recoverable, according to National Institute of Standards and Technology approved methods. Vendor shall provide DELAWARE with Certificates of Destruction (specifically to DELAWARE Administrator Heather Comstock or her successor) immediately after its completion. Vendor's failure to adhere to this subsection constitutes a ground for suspending or terminating the Contract.
j. Maintain a system sufficient to allow an audit of compliance with these safeguard provisions.
k. Give access to DELAWARE for on-site inspection to make sure that the requirements of state and federal confidentiality laws and the terms of this MOU are met. The costs, if any, for such inspections shall be at the sole expense of State.
l. Adhere to subsequent federal and state guidelines on information handling during all of the UCI transfers.
m. If Vendor fails to comply with any provisions of this MOU, DELAWARE must, in accordance with 20 C.F.R. § 603.10(c), suspend the Contract, and not make further disclosures until DELAWARE is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, DELAWARE will terminate the Contract, Vendor will surrender all UCI (and copies thereof) obtained under the Contract. In the event that DELAWARE determines that the MOU has been breached, DELAWARE may, in addition to suspending the Contract, undertake any other remedial action available to it under state or federal law to enforce the MOU that is a part of the Contract, to secure satisfactory corrective action, or to secure the return of the Shared Information, and subject Vendor to penalties provided by state or federal law for the unauthorized disclosure of confidential information. In

addition, DELAWARE may take other remedial actions permitted under state or federal law, including seeking damages, penalties, and restitution as permitted under such law and all costs incurred by DELAWARE in pursuing the breach of the MOU that is a part of the Contract and the enforcement required by federal regulation.

n. To the extent practicable, Vendor shall mitigate any harmful effect on individuals whose information was accessed or disclosed in an incident for which Vendor was responsible.
o. All confidentiality provisions shall survive termination of the Contract.

E. PROCEDURES FOR DATA SHARING

1. The procedures for the secure file sharing of UCI will be separately agreed to by the parties.
2. Vendor shall be responsible for ensuring compliance with DTI's Secure File Transport Standards, found at https://dti.delaware.gov/pdfs/pp/SecureFileTransport.pdf, and specifically incorporated into this MOU and made a part hereof. Vendor shall be liable and remain liable in accordance with the terms of this MOU and applicable state and federal law for all damages to DELAWARE caused by Vendor's failure to ensure compliance with DTI's standards.

F. EFFECTIVE DATE AND DURATION OF MOU

1. This MOU shall be effective when the Contract is signed by both parties and shall be incorporated into the Contract once effective.
2. The MOU may be amended only as Vendor and DELAWARE mutually agree in writing.
3. Except as otherwise set forth in section (D)(2)(m) (above), this MOU, as incorporated into the Contract, will continue in effect until the termination of the Contract. Upon termination of the Contract, Vendor will either return to DELAWARE all Shared Information and any copies thereof or destroy such Shared Information according to the procedures set forth at D(2)(i) (above).

Department of Technology and Information (DTI) Requirements

The vendor shall note any exceptions they may have with the DTI Requirements listed in **Attachment 13**, Attachment **14,** and **Attachment 15** by itemizing the exceptions in **Attachment 3 Exceptions Form**. The vendor shall return **Attachment 14** and **Attachment 15** with their proposal response in Adobe PDF format and title each attachment as noted below:

- **Attachment 14 Delaware Cloud Services Terms and Conditions Agreement.pdf**
- **Attachment 15 Data Usage Terms and Conditions.pdf**

STANDARD PRACTICES:

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

CONFIDENTIALITY AND DATA INTEGRITY:

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 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.
The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

SECURITY CONTROLS:

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

CYBER SECURITY:

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents, and employees, from any and all liability, suits, actions, or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment

made to Vendor all damages, costs, and expenses caused by such information security breaches that have not been previously paid to Vendor.

INFORMATION SECURITY:

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

CLOUD AND EXTERNAL HOSTING:

All vendors shall be responsible for complying with the Terms and Conditions for Cloud Providers and External Hosting listed in Attachment 14. Vendors must complete and submit Attachment 14 with their response.

Attachment 14

Delaware Cloud Services Terms and Conditions Agreement

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

DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT

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

XaaS Contract # _____, Appendix_____

between State of Delaware and _____ dated _____

	Public Data	Non Public Data	Cloud Services (CS) Terms
			PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4. **Clause CS2 is mandatory for all engagements involving non-public data.** **Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.**
CS1-A		✔	**Security Standard Compliance Certifications:** The PROVIDER shall meet, and provide proof of, one or more of the following Security Certifications. • CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or above) • FedRAMP - Federal Risk and Authorization Management Program
CS1-B		✔	**Background Checks:** The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.
CS1-C		✔	**Subcontractor Flowdown:** The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
CS2		✔	**Breach Notification and Recovery:** The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (*see* CS 3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's *Terms and Conditions Governing Cloud Services* policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with the investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.

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

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

FOR OFFICIAL USE ONLY ☐ CS1 A and CS4 OR ☐ CS1-B and CS1-C and CS4
☐ CS2 (Non-public Data) ☐ CS3 (SaaS, PaaS – Non-public Data)

PROVIDER Name/Address *(print):* _____

_____

_____

PROVIDER Authorizing Official Name *(print):* _____

PROVIDER Authorizing Official Signature: _____ Date: _____

Attachment 15

Data Usage Terms and Conditions

DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

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

Contract/Agreement #/name _____, Appendix _____

between State of Delaware and _____ dated _____

	Public Data	Non-Public Data		DATA USAGE (DU) TERMS
DU1	√	√	**Data Ownership**	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain the property of the State of Delaware.
DU2	√	√	**Data Usage**	PROVIDER will protect against any inappropriate use of State of Delaware information at all times. To this end, the PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. PROVIDER may not use any personal information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's *Terms & Conditions Governing Cloud Services* policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.

	Public Data	Non-Public Data		DATA USAGE (DU) TERMS
DU3	√	√	**Termination and Suspension of Service**	In the event of termination of the contract, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format) or shall guarantee secure disposal of State of Delaware data. *Suspension of services:* During any period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data. *Termination of any services or agreement in entirety:* In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data for 90 days after the effective date of the termination. Within this 90-day timeframe, the vendor will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware data in its systems or otherwise in its possession or control, as specified herein. Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
DU4		√	**Data Disposition**	At the end of this engagement, the PROVIDER will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. At no time shall any data or processes that either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER. When required by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology approved methods. The PROVIDER shall provide written certificates of destruction to the State of Delaware.
DU5		√	**Data Location**	The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.

	Public Data	Non-Public Data		DATA USAGE (DU) TERMS
DU6		√	**Breach Notification and Recovery**	The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (*see* CS 3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's *Terms and Conditions Governing Cloud Services* policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with the investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.
DU7		√	**Data Encryption**	The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cybersecurity liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the *Terms and Conditions Governing Cloud Services* policy.

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

FOR OFFICIAL USE ONLY ☐ **DU 1 - DU 3 (PUBLIC DATA ONLY) or** ☐ **DU 1 - DU 7 (NON-PUBLIC DATA)**

PROVIDER Name/Address *(print):* _____

_____

_____

PROVIDER Authorizing Official Name *(print):* _____

PROVIDER Authorizing Official Signature: _____ Date: _____

Attachment 16

Cyber Responsibilities, Liability and Insurance

A. Vendor Protection of Customer Data

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

B. **Definitions Data Breach**

1. In general, the term "data breach" means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in:

1.1 The unauthorized acquisition of personally identifiable information (PII); or

1.2 Access to PII that is for an unauthorized purpose, or in excess of authorization,

2. Exclusion

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

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.

1. 1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

2. Information or data that meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

Customer Data

1. All data including all text, sound, software, or image files provided to

Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

Security Incident

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

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

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

1. 1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI, and GSS.

1. 2 Should any corrective action resultant from Section 8.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.

1. 3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.

1. 4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del.* C. § 128-101 the awarded vendor shall:

1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del.* C. § 128-101 of the Delaware Code.

1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.

1.4.3. Meet and confer with representatives of DTI and GSS regarding required remedial action in relation to any such data breach without unreasonable delay.

1.4.4. Bear all costs associated with the investigation, response, and recovery

from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll-free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss

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

2. Covered Disclosure

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

3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, ***prior to execution of a contract,*** present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).

2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. ***The level applicable to this contract must be determined by the Agency and DTI prior to the issuance of a purchase order.*** Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

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

F. Compliance

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

G. Media Notice

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

H. Points of Contact - Data Breach

1. State of Delaware

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

8.1 Appendix A – Minimum Mandatory Submission Requirements

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

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.

2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.

3. Pricing to have all the deliverables identified in Section 3 Scope of Services of this document along with timelines and cost for each deliverable along with the total cost.

4. Completed Response to requirements in Appendix B to state if the Vendor proposed Solution meets requirements by checking one of the options in Column F thru K along with any Remarks in COL L. Vendor must respond to all requirements identified in the sheet. Any requirement not responded to will be considered as Not Available in the Vendor proposed Solution and evaluated accordingly.

5. One (1) complete, signed, and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK .** All other copies may have reproduced or copied signatures – Form must be included.

6. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.

7. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.

8. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.

9. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.

10. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

11. One (1) completed Voluntary Product Accessibility Template (VPAT). The VPAT is available at: https://www.itic.org/policy/accessibility/vpat

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

Vendors shall provide proposal packages in the following formats:

1. Five (5) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**

2. One (1) electronic copy of the vendor proposal emailed as per instructions in Professional Services RFP Administrative Information RFP Submission Section. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

8.2 Appendix B – Business and Technical Requirements



Business and IT Requirements Final

8.3 Appendix C – KPIs



KPI Final RFP.pdf

8.4 Appendix D – Conceptual Data Model



Conceptual Data Model Final RFP.pdf

8.5 Appendix E – List of Interfaces

#	Host Entity	Outbound from the Mainframe	Inbound to the Mainframe	Total	Category
1	American Job Listing Association (AJLA)	7	4	11	Vendor
2	Delaware Department of Health and Social Services (DHSS)	3		3	Department
3	Delaware Department of Labor (DOL) Mainframe	7		7	System
4	Delaware Department of Social Services (DSS)	2	2	4	Department
5	Delaware Division of Motor Vehicles (DMV)		1	1	Department
6	Division of Labor Marketing Information (LMI)	13	3	16	Division
7	Division of Unemployment (DUI) Division of Industry Affairs (DIA)	1		1	Division
8	Division of Unemployment (DUI) Employer Compass Application	9		9	System
9	Division of Unemployment (DUI) Fiscal	2		2	Business Unit
10	Division of Unemployment (DUI) NonMon Appeals Application	4	4	8	System
11	Division of Unemployment (DUI) Over Payment (OPAC)		1	1	System
12	Division of Unemployment (DUI) Quality Control (QC)	2		2	Business Unit
13	Division of Unemployment (DUI) Supplemental Nutrition Assistance Program (SNAP)	2		2	Department
14	Identity Management (ID.Me)		1	1	Vendor/System
15	IVR & Call Center Switch Board (Aumtech / 3CLogic)	2	2	4	Vendor
16	JP Morgan Chase Bank (JPM)	1	7	8	Bank
17	Railroad Union Organization	2	1	3	System
18	State Information Data Exchange System (SIDES)	2	1	3	System
19	State of Delaware Department of Child Support		1	1	Division
20	State of New Jersey	1		1	State
21	State Specific (PA, MD)		4	4	State
22	State Unemployment Tax Act (SUTA)	7		7	Law
23	Taxes for Overpayment (TOPS)	1	3	4	Law
24	Website (Diamond Technologies)	6	4	10	Vendor
25	Workflow (ServiceNow ITIL Platform)	5		5	Vendor/System
	Total	**79**	**39**	**118**	

8.6 Appendix F – List of Forms and Reports

Reports and Forms
Final RFP.xlsx

Unique Reports
Final RFP.xlsx

8.7 Appendix G – Tax Methodology

Here is a hypothetical calculation of an employer's benefit wage ratio:

If the wage records looked like this:

Experience Year	Taxable Wages Reported	Benefit Wages Charged	Rehire Credit	Adj. Benefit Wages Charged
2016	$65,601.00	$2,516.00	$0	$2,516.00
2017	$67,842.00	$4,210.00	$0	$4,210.00
2018	$70,422.00	$7,459.00	$2,000	$5,459.00
TOTALS	$203,865.00	$14,185.00	$2,000	$12,185.00

$12,185.00 (adjusted benefit wages charged)
$203,865.00 (taxable wages reported)

The benefit wage ratio would be 0.05976 or 6.1%

An employer's basic assessment rate is determined by finding the employer's benefit wage ratio and the state experience factor in the tables listed in the back of this Handbook. Since July 2003, state law mandates that an employer's basic rate shall be increased by a supplemental assessment of .2%.

Delaware Merit Rate Table

Type	2019	2018	2017	2016
New Employer Rate	1.5%	1.6%	1.7%	1.9%
New Construction Rate	2.5%	2.9%	3.4%	3.7%
Delinquent Rate	6.5%	6.5%	6.5%	6.5%
Lowest Rate	0.3%	0.3%	0.3%	0.3%
Highest Rate	8.2%	8.2%	8.2%	8.2%
Wage Base	16,500	16,500	$18,500	$18,500
State Experience	29	31	34	40

Additional tax collection can be found in the Employer Handbook. (see link below)

https://laborfiles.delaware.gov/main/dui/handbook/UI%20Employer%20Handbook.pdf

8.8 Appendix H – Glossary of Acronyms and Terms



DOL RFP Glossary
of Acronyms and Te