

**DELAWARE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS**



**Delaware Department
of Transportation**

CONTRACT No: 1630

**DRIVER EDUCATION ONLINE
INTERACTIVE VIDEO TUTORIAL**

DELAWARE DEPARTMENT OF TRANSPORTATION

PROPOSAL DUE DATE/TIME: Tuesday, January 15, 2013 - 2:00 P.M.

Request for Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19903 by **2:00 p.m.** (Local time) on proposal due date shown above.

Original Issue: December 12, 2012

Contents

1. OVERVIEW AND AUTHORITY	1
1.1 PURPOSE.....	1
1.2 INTENT	1
1.3 SCOPE.....	1
1.4 AUTHORITY	2
1.5 INQUIRIES	2
1.6 CONFIDENTIALITY AND INTEGRITY OF DATA.....	2
1.7 SECURITY	3
1.8 CYBER SECURITY LIABILITY.....	3
1.9 COMPLIANCE WITH THE LAW.....	3
1.10 RIGHT TO AMEND	4
1.11 LIABILITY FOR ERRORS.....	4
1.12 USE OF THE RFP.....	4
1.13 VENDOR'S EXPENSES	4
1.14 ANTICIPATED RFP ACTION DATES	4
1.15 TERMS AND CONDITIONS	5
1.16 DEBARMENT OR SUSPENSION	8
2. BACKGROUND INFORMATION	9
2.1 PROJECT OBJECTIVES.....	9
2.2 ADDITIONAL INFORMATION.....	9
3. TECHNICAL SPECIFICATION	10
3.1 SPECIFICATIONS AND FORMATS	10
3.2 COMMERCIAL SOFTWARE	10
3.3 SOFTWARE INTERFACES.....	10
3.4 COTS SOFTWARE DELIVERY	10
3.5 SOFTWARE CONFIGURATION	10
3.6 TUTORIAL REQUIREMENTS	11
3.7 REPORTING CAPABILITIES	11
3.8 REGULATIONS AND CODES	12
3.9 TRAINING & DOCUMENTATION	12
3.10 TECHNICAL ASSISTANCE	13
3.11 PROJECT ACCEPTANCE	13
4. WARRANTY	14
4.1 SERVICE OPERATION WARRANTY	14
5. PROPOSAL REQUIREMENTS	14
5.1 PROPOSAL DOCUMENTS.....	14
5.2 SUBMISSION OF PROPOSALS.....	14
5.3 CHANGES TO INITIAL PROPOSAL	14
5.4 <i>PROPOSAL DUE DATE/TIME – 2:00 P.M. TUESDAY, JANUARY 15, 2013 (LOCAL TIME)</i>	15
5.5 EXTENSIONS.....	15
5.6 DELAWARE’S FREEDOM OF INFORMATION ACT	15
5.7 SUBMITTED COPIES.....	15
5.8 PROPOSAL REJECTION.....	15
5.9 PROPOSAL SUBMISSION DETAILS	16

6. SELECTION AND AWARD	18
6.1 SELECTION	18
6.2 RFP EVALUATION	18
6.3 EVALUATION CRITERIA	19
6.4 SCORING.....	20
6.5 PRODUCT DEMONSTRATION	20
6.6 REVISED PROPOSALS	20
6.7 AWARD.....	21
6.8 DEPARTMENT RIGHTS	21
6.9 DISPUTES.....	21
7. APPLICABLE DOCUMENTS	21
7.1 REFERENCE DOCUMENTS.....	21
8. PAYMENT TERMS	22
9. COST PROPOSAL	22
BID	1
APPENDIX A	1
DEFINITIONS	1
ACRONYMS	1

REQUEST FOR PROPOSALS

DRIVER EDUCATION ONLINE INTERACTIVE VIDEO TUTORIAL

1. OVERVIEW AND AUTHORITY

1.1 Purpose

The Delaware Department of Transportation, Division of Motor Vehicles (DMV), desires to provide motorists in the State of Delaware assistance in navigating Delaware's highways. To assist in these efforts, the DMV would like to offer to the traveling public an interactive, web-based tutorial regarding portions of the Delaware Driver Manual that pertain to:

- Section 3- Impaired Driving and Delaware Drinking and Driving Laws;
- Section 4 - Rules of the Road;
- Section 5 – Driving Skills and Safety Tips;

1.2 Intent

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to acquire a Driver Education Online Interactive Video Tutorial. The proposal response should include implementation and optional support of a proven commercial off-the-shelf (COTS), highly-secure, web-enabled application that will make available to the public a computerized, interactive, web based tutorial. The Division may also consider expanding the tutorial to include the Spanish language.

We seek a Vendor that has a proven record of successfully developing online training web-based tutorials, ideally with other state agencies. The new tutorial must feature clean navigation and easy to understand interfaces for both internal and external users.

The selected product must offer administrative tools to update such a computerized interactive web-based tutorial to reflect changes to the content of the Delaware Driver Manual.

It is anticipated that the project will be successfully completed and implemented by the completion of FY 2013.

1.3 Scope

This document contains general information relating to the procedural requirements in the preparation of proposals to the Department performance requirements and Vendor characteristics which must be met in order for a proposal to receive consideration. This document should not be considered an all-inclusive list of Vendor responsibilities, existing functionalities, stakeholders, and requirements. The Vendors shall be

responsible for any liability or cost incurred in connection with responding to this Request for Proposal. All Vendors shall fully bear the costs associated with pre-contract activities including but not limited to proposal preparation, negotiations, and/or proposed contracts.

1.4 Authority

This Request for Proposals is issued pursuant to 29 Del. C. §6982(b).

1.5 Inquiries

All requests, questions, or other communications about this RFP shall be made in writing. 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. The Vendors should rely only on written statements issued by the RFP designated contact.

All inquiries concerning this RFP should be emailed and must be submitted to:

Wendy B. Henry, Contract Administration
Delaware Department of Transportation
wendy.henry@state.de.us

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

All questions will be consolidated into a single set of responses and posted as an addendum on the State's website at www.bids.delaware.gov. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format.

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

1.6 Confidentiality and Integrity of Data

The Department 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. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department.

Submission of a response to this Request for Proposal (RFP) indicates the Vendor understands its employees, individually, may be required to sign a CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT prior to beginning any work.

Any and all Department information, knowledge, or data accessed by the Vendor, or provided to the Vendor by the Department is confidential and the property of the State of Delaware. The Vendor will not directly or indirectly disclose or use it for purposes unrelated to the agreement at any time without first obtaining the written consent of the Department, unless the information, knowledge, or data is generally available to the public.

1.7 Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of the State's Information Technology (IT) infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The Vendor must guarantee that any systems or software provided by the Vendor is free of the vulnerabilities listed in that document.

1.8 Cyber Security Liability

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. 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.

1.9 Compliance with the Law

It is the responsibility of the Vendor to give all notices and to obtain all permits and licenses, and to remit all taxes as required to perform work in the State of Delaware.

The Vendor must comply with all federal, state, and municipal legislation which may have application to any future work or performance of a contract.

The Vendor must comply with all state and federal legislation affecting conditions of work and wage rates, including any Delaware Employment Standards Act and/or Workers Compensation Act, or any other laws that impose obligations in the nature of employers' obligations.

1.10 Right to Amend

The Department reserves the right to amend or supplement this RFP, giving equal information and cooperation by way of an issued addendum to all Vendors as a result of any such amendment.

1.11 Liability for Errors

While the Department has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Vendors.

The information is not guaranteed or warranted to be accurate by the Department nor is it necessarily comprehensive or exhaustive.

Vendors acknowledge and understand that it is their responsibility to obtain clarifications concerning this RFP through the Questions and Answers process prior to the date listed in Section 1.14, and that failure to understand the terms of the RFP will not be considered a valid reason for any resulting non-compliant rating.

1.12 Use of the RFP

The RFP document or any portion thereof may not be reproduced or used for any purpose other than the preparation of proposal submissions by the Vendor.

1.13 Vendor's Expenses

Vendors are solely responsible for any expenses they incur in preparing, delivering or presenting a response to this RFP, and for subsequent negotiations with the Department, if any.

1.14 Anticipated RFP Action Dates

Action	Date	Local Time
RFP Advertisement	12/12/2012	8:00 a.m.
Final Date to Submit Questions	1/08/2013	4:30 p.m.
RFP Submissions Due	01/15/2013	2:00 p.m.
Vendor Product Demonstrations*	02/13/2013 & 2/14/2013	By appointment
Anticipated Award	2/28/2013	4:30 p.m.

*NOTE- Vendors may be asked to participate in Product Demonstrations. These demonstrations will be held in Dover, DE.

1.15 Terms and Conditions

- 1.15.1 Submission of a proposal in response to this RFP indicates acceptance of all of the terms and conditions contained herein.
- 1.15.2 The proposal submitted by the selected Vendor will become a part of the contract. The proposal must be valid for a minimum of one-hundred-twenty (120) days from the RFP due date.
- 1.15.3 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 any 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 of work or services in connection with the contract, regardless of whether such suits, actions, claims, or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.
- 1.15.4 The selected Vendor(s) 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.
- 1.15.5 The successful firm is not to begin any service prior to receipt of a Notice To Proceed (NTP) from the Department's Contract Administration Section. The proposals submitted by the successful firm become a part of the contract
- 1.15.6 If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- 1.15.7 **Insurance-** The Offeror recognizes that it is operating as an independent Vendor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.
- 1.15.7.1 The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor and its officers, employees, or agents are independent Vendors and are not employees of the State of Delaware.
- 1.15.7.2 The selected Vendor shall secure and furnish the Department a certificate of insurance evidencing General Liability, Property Damage, Worker's

Compensation, and Automobile insurance coverage from an insurance company authorized to do business in the State of Delaware. The State of Delaware-Department of Transportation shall be named a certificate holder on the certificates of insurance. By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded.

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

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

The successful Vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

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

The Vendor shall provide a certificate of insurance as proof that the Vendor has the required insurance. The insurance agency shall provide the Department with 30 days notice in the event the policy is canceled or not renewed.

1.15.8 Notwithstanding the information contained above, the successful Vendor(s) shall indemnify and hold harmless the State of Delaware, the DDOJ, and its employees from contingent liability to others for damages because of bodily injury, including death, that may result from the successful Vendor(s)'s negligent performance under this contract, and any other liability for damages for which the successful Vendor(s) is required to indemnify the State, the DDOJ and its employees under any provision of this contract.

1.15.9 **Performance Requirements-** The selected Vendor will warrant that it possesses, or has arranged through subVendors, 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.

1.15.10 This RFP (including any written questions and Department responses), the executed contract between the successful Vendor and the Department, the Vendor's demonstration, and the successful Vendor's proposal, shall constitute the Contract between the Department and the Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents govern

so that the former prevails over the latter: Contract, RFP (including written questions and answers), any addenda to the RFP, the selected Vendor's demonstrations, and then the selected Vendor's proposal. No other documents shall be considered. These documents contain the entire contract between the Department and the Vendor.

- 1.15.11 The laws of the State of Delaware shall apply, except where federal law has precedence. The selected Vendor consents to jurisdiction and venue in the State of Delaware.
- 1.15.12 The selected Vendor must have a valid Delaware business license in order to receive payment for services.
- 1.15.13 In performing the services subject to this RFP, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The successful Vendor shall comply with all federal and state laws and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract. With respect to work provided to or conducted for the state by a Vendor, the Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State by the Vendor, or any of its subVendors.
- 1.15.14 The Vendor shall follow practices consistent with generally accepted professional and technical standards.
- 1.15.15 The Vendor shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department and are consistent with practices utilized by, or standards promulgated by State of Delaware.
- 1.15.16 If any service, product, or deliverable furnished by a Vendor does not conform to Department standards or general practices, the Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to Department standards or practices
- 1.15.17 The successful Vendor certifies that it has not employed or retained any company or person other than a bona fide employee working for the successful Vendor, to solicit or secure the contract and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this contract.
- 1.15.18 For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which

the successful Vendor must comply is the degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this state.

- 1.15.19 If the scope of any provision of this Contract is 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 hereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to law.
- 1.15.20 The selected Vendor is prohibited from divulging any information attained during the work activities for the Department.
- 1.15.21 Every team member of the successful Vendor that shall require access to the State of Delaware or Department networks must complete a criminal background check, and sign and comply with the computer acceptable use, security and confidentiality policy. The Department will make the final determination of granting network access.
- 1.15.22 The Department reserves the right to annul any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to respond, and the general conditions and specifications which are part of these proposals, or in any case of any attempt to impose upon the Department services of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of the Department to damages for the breach of any covenants of the Contract by the Vendor.
- 1.15.23 Should the selected Vendor fail to furnish any item or items, or fail to complete the required work included in the contract, the Department reserves the right to withdraw such items or required work from the operation of the Contract without incurring further liabilities on the part of the Department.
- 1.15.24 The Department may terminate the contract any time upon 30 days written notice to the Vendor.

1.16 Debarment or Suspension

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including Vendors 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.

2. Background Information

2.1 Project Objectives

The DMV is responsible for a variety of services to the general public. The Division is spread across the state in four separate facilities with a facility residing in both Kent and Sussex Counties and two facilities in New Castle County.

The DMV processes over 850,000 registered vehicles and over 630,000 licensed drivers.

Driver services' responsibilities include educating, testing, licensing, monitoring, and improving Delaware's licensed drivers. The DMV applies the graduated driver licensing laws for those drivers under the age of 18 years as well as applying the federal requirements for the Delaware Commercial Driver License (CDL) holders. The Driver Improvement section processes drivers whose licenses are suspended, revoked, or disqualified for various violations of Delaware law. Driver Services is responsible for the tracking of driver medical conditions resulting in the termination or suspension of driving privileges.

The DMV's driver services section also provides official identification cards to Delaware citizens, supports the State's Organ Donor Program, assists voter registration through the Motor Voter Program and provides various other driver services.

2.2 Additional Information

Information on Delaware's Driver Services can be found at:

http://www.dmv.de.gov/services/driver_services/driver_svcs.shtml

3. Technical Specification

This section describes the minimum requirements for design a web based tutorial for the Delaware Driver's Manual.

3.1 Specifications and formats

The desired learning development tools should create an interactive and very visually engaging tutorial. The solution must be hosted on the Department of Transportation, Division of Motor Vehicles (DMV) website and must work in Internet Explorer 8+, Firefox 6+, Chrome, Opera, and Safari. The current server specifications are Windows Server 2003 R2 Standard 64 bit with Apache 2.2 web server software.

3.1.1 Acceptable development platforms include:

HTML, is preferred as it will allow users viewing capabilities on desktop and mobile devices; XML, also acceptable, but it must be hosted on the State of Delaware, DMV website, and cannot be Vendor hosted; and while Flash is acceptable, it should be noted that this technology is the least preferred as it is a declining technology.

NIMAS files for the creation of hard copies of the tutorial content will not be required as part of the proposed tutorial.

3.2 Commercial Software

All Vendor proprietary and/or developed software for this project shall be licensed to the Department. There shall not be any restrictions that limit the Department from operating the tutorial. The Vendor's response shall include the proposed license agreement(s) and is subject to DeIDOT approval. Restrictive licensing can be a cause for proposal rejection.

3.3 Software Interfaces

This new interactive web-based tutorial will not be required to interface with any databases, software applications, or training courses. The tutorial can be a standalone product, but it must seamlessly flow from our existing web site. The url will likely be a separate subdomain that DeIDOT will host and provide such as 3d.dmv.de.gov.

3.4 COTS Software Delivery

The Vendor shall provide the complete manufacturer specific COTS central software application sufficient to operate, control, and diagnose the delivered tutorial. The COTS software shall be provided within six (6) months following the request of the Department, or if not requested.

3.5 Software Configuration

The software will be configured and installed on a server hosted by the Department. All testing shall be performed by the selected Vendor and in accordance with testing Procedures.

3.6 Tutorial Requirements

The proposed tutorial shall be based on information from the latest edition of our Driver Manual which was released in July 2012 and shall be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance. No additional materials or curriculum shall be required to support the development of the new interactive web-based tutorial beyond the most current version of the Delaware Driver Manual.

A high level of interactivity should exist within the tutorial, and the need for reading should be kept to a minimum. Text to Voice should be used wherever reading is required. The information should be the same as the information in our Driver Manual to maintain consistency.

The user should be asked to respond with true/false, multiple choice, matching, and click/drag questions after each section. Questions and answers on Sections 3, 4, and 5 of the Delaware Driver Manual shall include the following:

- 3.6.1 Multiple choice quizzes at the conclusion of each section, with approximately 20 questions pertaining to that section. Should the user fail a section of the tutorial, they should be allowed to proceed to the next section, but be informed that further study of that section is required and recommend re-testing of that section.
- 3.6.2 A practice driver exam shall be offered at the end of the tutorial. It shall be based on a pool of approximately 80 random questions from all of the covered material in the entire tutorial. No essay questions will be required.

The tutorial will be open access with no requirement to track users and no need for a secure log-in.

3.7 Reporting Capabilities

The selected tutorial shall have reporting capabilities to provide the DMV with statistics to easily determine usage and effectiveness of the product. The proposed product shall provide the Department at a minimum the following information:

- 1. Total number of users accessing the tutorial website.
- 2. Statistics on the number of users completing the test during the reporting period.
- 3. Actual scoring received by the users.
- 4. Quantity of users that begin- but do not complete the test.
- 5. Percentage of questions that are answered correctly and/or incorrectly, etc.

This statistical information can be provided in a format recommended by the Vendor, such as Google Analytics with the required configurations.

The Vendor shall provide the COTS central software application and/or installation files and instruction documentations sufficient for the DMV to establish control.

The Vendor shall provide two (2) copies in electronic format of the COTS central software. The Vendor shall provide the electronic COTS software in a format suitable for delivery on CD-ROM to the Department.

3.8 Regulations and Codes

The interactive website tutorial should comply with the Federal Accessibility Act of 1998 Section 508 Guidelines at www.section508.gov and the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 level A available at <http://www.w3.org/TR/2008/REC-WCAG20-20081211/>

Should adhere to the State of Delaware “Web Presentation Guidelines” at <http://dti.delaware.gov/pdfs/pp/clf/WebPresentationGuidelines.pdf> pertaining to Accessibility and HTML.

Solution should adhere to standards for .gov websites available at <https://www.dotgov.gov/portal/web/dotgov/program-guidelines>

Whenever references are made in these provisions, they are considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

3.9 Training & Documentation

The Vendor shall provide basic training and instruction to approximately ten (10) DMV employees. This instruction should include user manuals, a training plan, and timeline for the same, prior to the launch of service and prior to acceptance testing. This training may be on-site training, web-conferencing, or interactive online training.

The training shall include all materials and manuals required for the Department to maintain the selected tutorial. One (1) electronic copy of the training material consisting of complete manual shall be submitted to the Department for review and approval at least thirty (30) days before the training begins, and, at a minimum, shall contain a review of software and troubleshooting procedures.

As part of its response this RFP, the Vendor shall describe in detail the following:

1. Describe available documentation and/or online tutorials for user support and website administration and provide copies for review if requested. Description of documentation shall include type of documentation (e.g., HTML and/or PDF documents that are freely available to all users).
2. Describe on-site training sessions taught by offeror personnel available to DMV staff. Specify if there is an additional charge for this instructional support and specify limits on number of sessions and number of attendees.
3. Describe online training sessions taught by the Vendor and personnel available to DMV staff. Specify if there is an additional charge for this instructional support and specify limits on number of sessions and number of attendees.

The Department shall retain the rights to reproduce and distribute all materials in conjunction with the operations and maintenance of the website.

3.10 Technical Assistance

The Vendor shall provide staff to give technical assistance and telephone support if needed. This office shall be provided a telephone number that can be contacted for this purpose and available Monday through Friday starting at 8:00 AM on Monday until 5:00 PM daily, Eastern Time for service calls as needed.

Service shall be provided within 4 hours after a call has been sent during the above hours. If a call has been sent during any other times, the return call shall be placed within 4 hours after 8:00 AM of the next working day (after a weekend or any Federal and State holidays).

3.11 Project Acceptance

The Vendor shall develop an Acceptance Test Plan (ATP) to ensure the tutorial is fully operational and fulfills the requirements of the Project Specifications. The ATP shall be submitted to the Department for review and approval within one (1) month (i.e. 30 calendar days) after issuance of NTP. Any revisions requested by the Department for issues relating to the ATP compliance in fully testing the requirements of the contract shall be resubmitted within ten (10) business days.

3.11.1 Final Acceptance Testing

Final Acceptance Testing shall be conducted when all the individual components of the Vendor's approved ATP has been accepted, including the fully functional supplied and installed tutorial, which is delivered to the satisfaction of the Department.

The Department shall inform the Vendor in writing that the module configuration under testing has passed the test.

Additionally, module configuration shall be exposed to a final acceptance test period of thirty (30) calendar days. In the event of a malfunction, the final acceptance test period shall be terminated. The Vendor shall respond to malfunctions within 24 hours of identification and notification by the Department. The Vendor shall be responsible for restoring the tutorial to a fully functional and operational order within five (5) calendar days from the notification at no additional cost to the Department. Failure to do so shall extend the final acceptance test period by an amount equal to the period that the equipment is malfunctioning beyond the specified five (5) calendar days. However, the 30 calendar day test period shall be re-started from the test day that the website configuration failed.

To accommodate unusual circumstances, a written request for an extension of the five (5) day response period with justification shall be forwarded to the Department for approval.

4. Warranty

4.1 Service Operation Warranty

The following service operation warranty shall apply:

- 4.1.1 The Vendor must provide an application software warranty of at least twelve (12) months as a part of the software license agreement. The warranty must warrant that the module is free of major defects and operates in accordance with Vendor documentation and provides functions and performance as required by these specifications.
- 4.1.2 These periods start from the date an entire module has been fully accepted by the Department.

5. PROPOSAL REQUIREMENTS

5.1 Proposal Documents

By responding to this Request for Proposal, the Vendor hereby grants DelDOT a license to distribute, copy, print, or translate the submission for the purposes of the evaluation and any subsequent contract. Any attempt to limit DelDOT's right in this area may result in rejection of the submission.

5.2 Submission of Proposals

The Department shall receive sealed proposals at the Delaware Department of Transportation Administration Building on the Danner Campus until the **PROPOSAL DUE DATE/TIME** shown on the front cover of this RFP. It is the proposer's responsibility to deliver the proposal to the Department on time. Facsimile responses are not acceptable. Proposals are to be delivered in sealed envelopes containing the name of the proposer on the outside, and be clearly marked on the outside: **"Driver Online Interactive Video Tutorial, RFP No. 1630 "**.

Proposals are to be delivered by hand or courier to: Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901. ([directions](#))

An original and one (1) copy of the Price Proposal must be submitted in a separate, sealed envelope. It is the Vendor's obligation to make sure proposals arrive on time. Late proposals will be returned.

5.3 Changes to Initial Proposal

The Vendor may change a previously submitted initial proposal by withdrawal, amendment, or submission of a replacement if done prior to the RFP due date and time. The information or request should be submitted in writing on company letterhead or equivalent and contain the signature(s) of the person(s) who submitted the original proposal. Vendors must indicate on the outside of the envelope that the proposal contained within replaces and takes the place of a previously submitted proposal or part thereof. Vendors shall clearly indicate that it is their intent is to withdraw a previously

submitted proposal prior to the RFP closing. Requests to withdraw a proposal may require a confirmation email or facsimile.

5.4 Proposal Due Date/Time – 2:00 p.m. Tuesday, January 15, 2013 (local time)

Responses to this Request for Proposals are to be delivered to the address indicated in Section 5.2 by this date and time. The Department's time shall be the official time.

5.5 Extensions

The Department may extend the time and place for the receipt and opening of proposals, on not less than two (2) calendar day's notice, by posting such notice on the [Website](#)

5.6 Delaware's Freedom of Information Act

In order to comply with the State of Delaware's Freedom of Information Act, firms responding to this Request for Proposal are *encouraged* to prepare one (1) electronic copy of their proposal with any proprietary or confidential information redacted. This copy should be clearly marked as "Redacted Copy". Copies of each proposal may be kept as part of the agency file and open to inspection by any person permitted by law. Firms should review Delaware's Freedom of Information Regulations, section 6, Requests for Confidentiality, on the DeIDOT Website

<http://regulations.delaware.gov/AdminCode/title2/2000/2100/2101.shtml#TopOfPage>

and Section 10002(g) "Public Record" of the Delaware Code,

<http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from the proposal.

5.7 Submitted Copies

An original and five copies of the Proposal must be submitted. An original and one (1) copy of the Cost Proposal must be submitted in a separate, sealed envelope per section 5.2 of this document. An authorized representative of the company submitting a proposal must sign the proposal. Notification of the proposal award and all communications will be made by e-mail.

Along with the originals, please submit three (3) CDs in standard Office format. Each CD should contain one of the following and indicate as such:

- **The Technical Proposal**
- **The Price Proposal**
- **The Technical Proposal with any confidential information redacted**

5.8 Proposal Rejection

Failure to follow instructions contained in this document may be cause for rejection of submitted proposals. A proposal may be rejected by the Selection Committee for one or more of the following reasons:

- The Vendor is determined to be non-responsive or non-responsible,
- The proposal is unacceptable,
- The proposed price is unreasonable, or,
- The proposal is not advantageous to the State.

5.9 Proposal Submission Details

The Vendor shall submit an “original” (so marked) and five (5) hard copies of the Technical proposal. The Vendor shall also submit an original and one (1) copy of the Price Proposal in a separate, sealed envelope. In addition to the hard copies of the proposal, the Vendor shall submit one complete and exact copy of the entire proposal on CD-ROM in standard office format.

Evaluation of proposals is made easier and more efficient when Vendors respond in a similar format. The following is the format and sequence the Department recommends to be followed in order to provide consistency in Vendors’ responses and to ensure proposals receive full and equal consideration.

All pages of a submission should be consecutively numbered. All proposals must be bound with documents 8.5”x11” in 12pt font with the name and address of the Vendor and the RFP number clearly written on the face of the binder. There are no limitations on the number of pages, with the exception of resumes, which should be limited to two (2) pages for each individual resume and hardware cut sheets.

The Vendor or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A Vendor may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

The RFP Submittal shall contain the following sections:

- **Cover Page** – The proposal must contain a Cover Page, showing the RFP number, Vendor's name and address, the contact person, title, contact person's telephone number, fax, and email. The Cover Page (one page) will serve as a letter of introduction and should identify the Vendor. It must be signed by the person(s) authorized to sign to commit the company to the technical solution and proposed cost. Vendor to statements made in the proposal.
- **Table of Contents** - Table of Contents including Section Numbers with page numbers.
- **Executive Summary** - The Vendor must provide a one page summary of the highlights of the proposal.

- **Section 1- Statement of Understanding** - State in succinct terms your understanding of the service required by this RFP. Provide detailed description of the services to be provided and a list of the deliverables.
- **Section 2- Team Qualifications** – Provide an organizational chart and a description of your project team. This should include a description of each key person including the project manager, software lead, quality assurance/testing lead and training lead at a minimum with resumes provided in an appendix. Indicate where each key staff member is physically located, their responsibility on this project and how long each person has been with your company. In addition, the Vendor must submit a description of each staff member's experience.

The Vendor must have demonstrated experience in all elements associated with the requested tutorial elements and functions.

The Vendor must clearly identify all subconsultants including the company name, address, staff assigned to the project, and their individual roles. Indicate the percentage of work you anticipate the subconsultant will complete in terms of dollars and percentage based on your proposed price.

- **Section 3- Project Experience** – Provide a description of (minimum of three projects) past projects with online training modules. Preference will be placed on tutorials that demonstrate both English and Spanish language support.
- **Section 4- Technical Approach** – Provide a detailed description of your technical approach to delivering the project. Describe expansion capability, project risks and recommended mitigation steps/actions. Clearly state all assumptions associated with DelDOT's support requirements.

The Vendor shall deliver a proven solution with little to no new software development except that required to address agency specific interfaces, style pages and recordings. The focus of the solution shall be on the installation and data required to support the Department specific implementation. The technical solution write up shall clearly state what new software will be developed for this project

- **Section 5- Sample CD/DVD** - Provide a sample to demonstrate your company's work product and knowledge of the industry.
- **Section 6- Training Support & Documentation** – Provide a detailed description of your approach and experience with providing training to support the online modules you propose. If the training will be in person, provide information on the staff member(s) that will be providing this service, citing their experience in providing training of similar types to other agencies or organizations.
- **Section 7- References** – Provide a minimum of three references to document the firm's experience on similar projects including type of services provided, installation locations, and references. For each project description referenced, please include a reference name, phone number, and email address. References should not be older than 5 years from the date of completion. Please provide a list of the key staff members that worked on each project and their role.

- **Section 8- License Agreements** – Provide any and all COTS and proprietary licensing agreements that DelDOT would be expected to execute or be expected to abide by.
- **Section 9- Bid Proposal Forms** – Submit signed Bid Proposal Forms (Submission Form and Certification Form). These documents are located at the end of this RFP.

The Department reserves the right to reject unqualified solutions or Vendors based on the qualification submission. The determination will be based on the references and solution as provided. The Department may request additional clarification in making its determination.

6. SELECTION AND AWARD

6.1 Selection

The Selection Committee shall be comprised of State employees and their identity shall remain confidential. Vendors are reminded that contact with any DelDOT employee regarding this RFP, other than as indicated in Section 1, may result in Vendor disqualification.

The Selection Committee reserves the right to contact other jurisdictions and industry sources that may be able to verify statements made in the proposal submission.

To be eligible for selection, a proposal must be received prior to the deadline and properly signed by an individual authorized to commit the company to the conditions and costs associated with the response.

6.2 RFP Evaluation

The Selection Committee shall determine the firms that meet the minimum requirements pursuant to criteria of the RFP. Only those that meet the minimum requirements will be scored. The Committee may, at its discretion, contact submitting firms for clarification of their proposals. The Committee shall review all proposals and may review in-depth only those proposals found to be most reasonably likely to be selected for award.

The Selection Committee may request product demonstrations and/or additional information be submitted (i.e. clarifications) to be used to assist in the scoring of proposals. Should the Department request product demonstration, they will be held in Dover, DE.

The Selection Committee may, at its discretion, terminate negotiations with any or all firms. The Committee may request best and final offers from one or more firms, and proposals may be amended before award for this purpose.

6.3 Evaluation Criteria

Below are the Criteria that will be ranked:

Category	Percentage (%)
Qualifications/References	25
Quality of Equipment offered	25
Staff Experience/Resumes	15
Potential Overall Value	25
Expansion Capability	10
Maximum Score	100%

The following is provided to offer an understanding of components for each criterion:

Qualifications/References

This section shall address each Vendor's access to and experience working with online training/educational tutorials, citing a minimum of three (3) projects of similar scope and industry for whom the company has provided these products/services, preferably within the last three (3) years to include the date of award and period of performance for each. Knowledge and experience in delivering multi-language based tutorials is a plus.

References from current or past entities your firm has provided similar services. References should have personal knowledge of your firm, proposed staff and overall performance.

Quality of Equipment offered

In this section the Vendor shall provide a written narrative describing the ability to meet the minimum requirements set forth herein along with a list of proposed product/services, etc. including operating parameters, illustrations, etc. Sufficient detail shall be provided to demonstrate the Vendor's understanding, ability and/or willingness to satisfy all specified requirements. At the minimum, the Vendor shall address the following: responsiveness of the proposed tutorial to the DMV's needs and requirements; support of the tutorial following installation; service and maintenance factors; training services to include proposed plans for cooperation with DMV in ensuring a successful product. Additionally, the Vendor shall provide a time line to reflect the address each Vendor's proposed approach to the delivering a tutorial that meets the RFP requirements in a timely manner and their capability to meet the needs of the Department. The Department anticipates an implementation prior to the end of FY 2013.

Staff Experience/Resumes:

The Vendor shall provide a written narrative that includes the names, qualifications and experience of personnel to be assigned to the project.

Potential Overall Value

This section shall an itemized list of all proposed costs for the tutorial, options, services, training, and continuing costs (maintenance and support) being offered This section shall be scored based on a number of factors including, but not limited to; the Vendor's compliance with the requirements matrix, number of features that are considered off-the-shelf and number of features that need to be developed for this project. Additional features above and beyond the RFP requirements that are included in the base tutorial delivery are considered to improve the value of the proposed tutorial.

Expansion Capability

This section shall address each Vendor's proposed approach to providing a tutorial that can expand in terms of capacity and features. The evaluation will consider overall expansion without hardware modifications, ease of integration with current systems and upgrade path support for future possible enhancements.

6.4 Scoring

Evaluation rating criteria shall be awarded at the sole discretion of the Selection Committee members.

6.5 Product Demonstration

The Department makes no guarantee on providing a specified period of notice, and Vendors should be prepared to provide Vendor demonstrations, if requested. Tentative dates and times are listed in Section 1.14. The Department may request specific information to be provided at the demonstration.

6.6 Revised Proposals

After demonstrations, Vendors may be asked to amend their proposals to incorporate any requested changes identified in their proposal or during the demonstration. The Selection Committee will advise a date by which any revised proposals must be received. Failure to submit a revised proposal within that time period will cause the committee to evaluate the original proposal.

The Selection Committee will review revised proposals for understanding and completeness. The Committee may request answers to any questions from one or all Vendors.

Original proposals, including any revisions, will be considered with any Best and Final Offer from each Vendor participating.

6.7 Award

If the Department is not able to come to agreement with the selected Vendor, the Department will end discussions and begin discussions with the next highest selected Vendor who will then have the same opportunity to enter into a contract with the Department.

Award of the contract will be announced upon successful execution of the contract. All Vendors submitting proposals will be advised.

6.8 Department Rights

The Department reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest costs;
- Reject any and all proposals received in response to this RFP;
- Make no award;
- Issue a new RFP;
- Waive any informalities, irregularities, or inconsistency in proposals received;
- Request modification to proposals from any or all Vendors during the review and negotiation;
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time;
- Make partial awards;
- Increase or decrease quantities;
- Deny any and all exceptions to the RFP requirements;
- Reject any non-responsive or non-conforming proposals;
- Make any such award as is deemed to be in the best interest of the State of Delaware.

6.9 Disputes

In the event of any disputes during this procurement process, the SECRETARY of the Delaware Department of Transportation (or his/her designee) shall hear all arguments and render a final decision on the controversy that shall be binding on all parties concerned.

7. Applicable Documents

7.1 Reference Documents

All work performed and equipment supplied shall be in conformance with the following reference documents, codes and standards:

- Applicable DelDOT Codes and Standards,
- Delaware Driver Manual,
- Accessibility Act of 1998 Section 508 Guidelines,
- World Wide Web Consortium (W3C),
- Web Content Accessibility Guidelines (WCAG) ,
- Web Presentations Guidelines.

8. Payment Terms

The project will be performed for a fixed price in accordance with the cost proposal section of this RFP. The Department will not make any payments prior to receipt of product or services. Payment will be made within 30 days of completion, based on inspection and sign-off by the Department. Performance criteria will be established by the DMV and the Vendor prior to the beginning of work.

9. Price Proposal

All contract costs must be as detailed specifically in the Vendor's cost proposal. The Vendor shall provide a fixed price cost for the scope of work defined in this RFP and provide a break-down of how they arrived at the cost shown. The proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware.

BID PROPOSAL FORMS

CONTRACT No. 1630

SUBMISSION FORM

Department of Transportation Request for Proposal 1630 – Driver Education Online Video Tutorial

Attention: Wendy B. Henry, Contract Administration
Delaware Department of Transportation
800 Bay Road
Dover, DE 19901

We have read Request for Proposal number 1630 and fully understand the intent of the proposal as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

Non-Collusion: Proposals are made without any previous understanding, contract, or with any person, firm, or corporation making a proposal for the same services, or supplies, or equipment, and is without collusion or fraud.

Date: _____ **Submitted By:** _____

Vendor Firm: _____

Address: _____

Designated Contact Person: _____

E-Mail: _____ **Phone No.:** _____

Signature of Vendor Authorized Person: _____

Title of Authorized Person: _____

Printed Name of Authorized Person: _____

Federal E.I. No.: _____

State of DE Business License No.: _____

**Proposer is a [state whether Sole Proprietor,
Partnership, Corporation, other]:** _____

CERTIFICATION
Request for Proposal No. 1630

The undersigned bidder _____ whose address is _____ and telephone number is _____
_____ hereby certifies the following:

I/We have carefully examined the Request for Proposal and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract to provide all services necessary, and to do all the work and to furnish all the services necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each Vendor and each person signing on behalf of any Vendor, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Vendor or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the Vendor, directly or indirectly, to any other Vendor or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the Vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

Sealed and dated this _____ day of _____, 20____.

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

SWORN TO AND SUBSCRIBED

Notary
Seal

Notary

Appendix A

Definitions

Vendor – Party that submits a proposal in response to the solicitation

DeIDOT- Delaware Department of Transportation

Department- Delaware Department of Transportation

DMV- Division of Motor Vehicles

Acronyms

The follow is a list of acronyms that are used within this document:

ATP	Acceptance Test Plan
CD	Compact Disc
CDL	Commercial Drivers License
CD-ROM	Compact Disc – Read Only Memory
COM	Computer Output Microfilm
COTS	Commercial off the shelf
DBE	Disadvantage Business Enterprise
DDOJ	Delaware Department of Justice
DeIDOT	Delaware Department of Transportation
DMV	Division of Motor Vehicle
FBI	Federal Bureau of Investigation
FY	Fiscal Year
HTML	HyperText Mark-up Language
IT	Information Technology
NIMAS	National Instructional Materials Accessibility Standard
NTP	Notice to Proceed
RFP	Request for Proposals
W3C	World Wide Web Consortium
WCAG	Web Content Accessibility Guidelines
XML	eXtensible Mark-up Language