

DELAWARE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS



Delaware Department
of Transportation

CONTRACT No: 1720

AUTOMATED OVERSIZE/OVERWEIGHT VEHICLE ROUTING SOLUTION

PROPOSAL DUE DATE/TIME: August 19, 2014 2:00 PM (local time)

Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901 until 2:00 PM local time on proposal due date shown above.

Issued: July 18, 2014

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REQUEST FOR PROPOSALS

Automated Oversize/Overweight Vehicle Routing Solution

1. OVERVIEW AND AUTHORITY

1.1. Purpose

This Request For Proposals (RFP) is issued by the Delaware Department of Transportation (hereinafter designated as 'Department') to solicit written proposals for a solution to automate routing of oversize/overweight loads for its Division of Motor Vehicles (DMV) Hauling Permit Section. The proposed solution must have the ability to interface with the existing Hauling Permits application, Oversize/Overweight Permitting System, to provide automated routing of oversize trucks and/or cargo to ensure the safety of the traveling public, regulatory compliance, customer service, and protection of the integrity of public streets, bridges, and infrastructure statewide. The Department expects the selected solution to be fully configured and deployed early in calendar year 2015.

1.2. Intent

The intent of this proposal request is to secure a solution that shall have the ability to provide automated risk management and routing for hauling permit requests. The solution will receive permit requests from the existing Hauling Permits application, evaluate requests based on known restrictions provided by the Department, route the requested trips using an automated routing process, and interface the requests back into the Hauling Permits application. If a clear route that avoids all restrictions cannot be identified, the permit request will be placed into the Hauling Permits section's queue when interfaced back into the application for manual review and routing. Permit issuance and fee collection will continue to be processed through The Department's Oversize/Overweight Permitting System (OOPS).

These specifications are intended to provide business and technical requirements that meet State standards for permitting systems, Web services, security, and platforms, as well as the specific needs of the Department. It is envisioned the selected system/feature will be capable of integration with the current application to provide two-way (send/receive) information with the Department.

1.3. Scope

This document contains general information relating to the procedural requirements in the preparation of proposals to the Department, performance requirements and proposer characteristics, which must be met in order for a proposal to receive consideration.

1.4. Authority

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

1.5. Inquiries

Should proposers have any questions as to the intent or meaning of any part of this proposal, they must contact the Department as indicated below no later than one week prior to proposal due date to guarantee a reply. **Responses to questions concerning the RFP, submissions, and procedures** may be obtained by submitting your questions to the DOT Professional Services mailbox at DOT.Profservices@state.de.us or via telephone at (302)760-2531.

Questions and answers (not identities) will be shared with all proposers on the following Website: www.bids.delaware.gov as addendums. It is the responsibility of the proposer to check the Website often for addendums, questions and answers, and other information concerning this solicitation. All inquiries concerning this RFP must be submitted to the address shown below. No other Department, Division, or employee may be contacted, and responses from such other person shall have no effect on this solicitation.

Ms. Wendy B. Henry, Consultant Control Coordinator
Contract Administration
Delaware Department of Transportation
800 Bay Road
Dover, Delaware 19901
(302) 760-2531

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.

Questions should be submitted in the following format.

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

1.6. 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.

1.7. 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 all vendors submitting responses. 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 1.10, and that failure to understand the terms of the RFP will not be considered a valid reason for any resulting non-compliant rating.

1.8. 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.

1.9. Vendor's Expenses

Vendors shall be solely responsible for any liability or expenses they incur in preparing, delivering, or presenting a response to this RFP, and for subsequent negotiations with the Department, if any. All Vendors shall fully bear the costs associated with pre-agreement

activities including, but not limited to, proposal preparation, negotiations, and/or proposed agreements.

1.10. Timeline

Provided below is a list of critical dates and actions. These dates are subject to change. Notice of changes will be posted of the State of Delaware Bid Solicitation Directory at www.bids.delaware.gov under this RFP number. It is the responsibility of all interested Vendors to monitor this site for any changing information prior to submitting your proposal.

Action/Location	Date	Local Time
RFP Advertisement	7/18/2014	8:00 am
Final Date to Submit Questions	8/8/2014	3:00 pm
RFP Submissions Due	8/19/2014	3:00 pm
*Product Demonstrations	TBD	TBD
Anticipated Award	9/30/2014	4:30 pm

*Product demonstration (if requested by the Department), will be held in Dover, DE.

2. BACKGROUND

2.1. Department Organization

The Department's Division of Motor Vehicles's (DMV) Hauling Permits section is responsible for issuing approximately 55,000 oversize/overweight permits each year, in compliance with Code of Federal Regulations (CFR) Title 23, Parts 657 and 658; Delaware Code Title 21, Chapter 45, sub-chapter 4501-4512; Delaware Administrative Code Title 2, 2400, 2405. An oversize/overweight permit is an authorized legal document granting permission and authority for a vehicle and load to operate in excess of Delaware's general statutes for legal size and weight vehicles.

The Hauling Permits section is responsible for the issuance of oversize/overweight permits to ensure the protection of the highways and bridges infrastructure and works with various organizations within the state of Delaware in the process of doing so. Detailed information regarding the Department's permitting process can be found at the following link:

<https://www.deldot.gov/osow/policy.pdf>.

2.2. Current Permitting Application

The DMV currently uses an in-house developed Web application, available 24 hours per day, 7 days a week, to allow entry of oversize/overweight permit requests. The system logs requests when submitted and routes them to various queues for review and comment/approval. Routing requests are manually reviewed and compared to static and variable restrictions; if a restriction exists along the requested route, the route is modified to avoid the restriction(s). If needed, certain special provisions (including route surveys) are included on the permit.

This system allows haulers to submit permit requests electronically by entering their travel timeframe, proposed route, and load dimensions. Representatives in the Hauling Permits section review the requests and either approve them or move them into another queue for

further Department review. Review activities are manual, and the Hauling Permits section references various documentation regarding static and variable restrictions along the proposed route to determine whether the request is valid as submitted or requires modifications.

Once a hauling permit request is approved, it is moved into the hauler's (requestor's) queue for action. The hauler must submit payment before the permit will be issued. Haulers can pay for permits via credit card, ACH, or from a pre-loaded account maintained within the system. Once payment is submitted and processed (electronically), the permit is issued and the requestor may print the actual permit.

3. CONTRACT REQUIREMENTS

3.1. Formal Contract

The Vendor shall promptly execute a contract prepared by the Department that shall incorporate the terms of this RFP within twenty (20) days after award, unless an extension of time is mutually agreed upon in writing. The Vendor is not to begin any work prior to receipt of a Notice To Proceed (NTP) from the Department's Contract Administration group. The proposals submitted by the Vendor become a part of the contract.

3.2. Funding, Approvals

All work under the contract is subject to available funding and required approvals.

3.3. Intellectual Property

3.3.1. Custom Software

The Vendor shall deliver all Custom Software as machine readable source files, and linkable or executable modules, in addition to installed and operating copies of the programs (baseline software or hardware configuration shall not be created such that only vendor could change).

The Vendor shall identify the tools required for the modification and compilation of all provided software programs.

Any Custom Software created by the Vendor for this project is to allow for State of Delaware personnel to modify said software.

The Vendor shall not place any legend on the Custom Software which restricts the State of Delaware's rights in such software.

3.3.1.1. Source Code for Custom Software

The Vendor is to deliver source code for all Custom Software programs developed under this contract with all support resources needed to edit, compile and link these programs on the Department's network.

The Vendor is to deliver all documentation concerning protocol for Custom Software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational system.

3.3.2. Escrow of Source Code and related media

The Vendor shall include provisions for the Department to receive in an escrow account; the source code, system documentation, and other related information for all (including licensed) products so that upon the failure or demise of the Vendor or Vendor's partners, the Department has access to such information. Attached is a sample of the Escrow Agreement [ATTACHMENT 1](#) that must be executed between the selected Vendor, Department, and escrow company prior to issuance of the NTP. Escrow account costs are borne by the Department.

The Vendor shall transfer to, or purchase for the Department, licenses for software acquired in conjunction with this project, including all original media, documentation, warranties, licenses, and applications software.

3.3.3. Ownership

In the event that Custom Software development is required, the State of Delaware shall own the entire rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to the Custom Software development documentation, software, and any other intellectual properties created for Custom Software and versions thereof, and all works based upon, derived from, or incorporating works thereof, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Custom Software and copyrights arising there from, and in and to all rights corresponding to the custom software and versions thereof. The State of Delaware shall retain ownership of all test, production, and historical data produced by the proposed system.

3.3.4. Copyright

The Vendor shall not assert rights at common law or in equity or establish any claim to statutory copyright in any material or information developed in performance of the services authorized. The Department shall have the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from the firm and without expense and charge.

3.3.5. Warranties

The Vendor shall warrant each deliverable for a period of 180 days after each system component is implemented and accepted. During this initial warranty period, the Vendor shall be responsible for correcting any defects causing any portion of the system to be inoperable or any defects resulting in inaccurate results produced by the system, when the system is used in accordance with the product documentation provided by the firm and without extraordinary actions on the part of the Department or its users. Such defects shall be localized and reproducible upon demand and if found to be contained in the system delivered by the Vendor shall be corrected to the satisfaction of the Department at no cost to the Department. The Support and Maintenance requirements (not the Support and Maintenance contract) referred to in [APPENDIX A - Support and Maintenance Requirements](#) shall also be in effect during the above warranty period.

The Vendor warrants that the services, and all parts thereof, shall be; (a) performed by the Vendor, its employees and subcontractors, utilizing the skill, judgment, and attention of experienced and competent professionals having extensive experience in the performance

of the services; (b) consistent with the technology and other practices expected from similar firms of national reputation performing services of a similar nature; (c) conducted in a safe, prudent, careful, and workmanlike manner; and (d) conformed to the standard of care expected from similar firms of national reputation performing services of a similar nature. The Vendor further warrants that any documents, computer disks, printouts, plans, layouts, or other items provided under the Contract Documents, whether by the Vendor or its subcontractors, shall be free from any and all claims, demands, encumbrances, security interests and liens, and that the Vendor shall defend Department's title thereto.

3.4. Contract Terms

The following contract terms shall be included in the Vendor’s contract with the Department:

3.4.1. Hold Harmless

The Vendor agrees that in the event it is awarded a contract, it shall 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.

3.4.2. Insurance

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

3.4.2.1. 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, and agents are independent contractors and are not employees of the State of Delaware.

3.4.2.2. The Vendor shall secure and furnish the Department a certificate of insurance evidencing regular 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. The insurance agency shall provide the Department with 30 days’ notice in the event the policy is canceled or not renewed.

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

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

The successful Vendor must carry (a) and (c) as listed above.

If the contractual service requires the transportation of Departmental clients or staff, the successful Vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

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

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

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

3.4.4. The Vendor shall indemnify, defend, and save harmless the State of Delaware and the Department, their agents, officers and employees from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys arising out of or resulting from any adjudication by a third party against Department holding that any services performed under this contract infringe a copyright or other intellectual property right or violate a trade secret.

3.4.5. Discrimination

In performing the services subject to this RFP the Vendor agrees that it shall not discriminate against any employee or applicant for employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, or national origin. The 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.

3.4.6. Certification

The Vendor certifies that it has not employed or retained any company or person other than a bona fide employee working for the successful firm, 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. For breach or violation of certification, 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 firm must comply is that degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this field.

3.4.7. Contract Termination

The Department may terminate the contract at any time upon written notice to the Vendor. In that event, all finished or unfinished documents, data, studies, drawings, maps, models, photographs, source code, reports, or other material prepared by the Vendor in the performance of the contract shall, at the option of the Department, become Department 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 Department.

3.4.8. Contract Documents

This RFP (including any written questions and Department responses), the executed Contract between the Department and the Vendor, and the Vendor's proposal to the Department, 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 later: Contract, then RFP (including any addenda to the RFP and any written questions and answers), then recorded Vendor's product demonstrations to the Department, then Vendor's proposal, then the purchase order(s) issued by the Department. No other documents shall be considered. These documents contain the entire contract between the Department and the Vendor.

3.4.9. Laws of Delaware

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

3.4.10. Business License

The Vendor must have a valid Delaware business license in order to receive payment for services.

3.4.11. Contract Scope

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.

3.4.12. Employee Solicitation

The Vendor shall not solicit any Department employee or contractor for employment during the period of this contract.

The Vendor shall not engage on this project on a full-time, part-time or other basis during the period of this contract any retired or former employees of the Department without the written consent of the Department. The Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this contract so that such provisions shall be binding upon each subcontractor, provided that this shall not apply to subcontracts for standard commercial supplies or materials.

3.4.13. Contract Work

- 3.4.13.1. Should the Vendor fail to furnish any item or items, or fail to complete the required work included in the contract in an acceptable timeframe, 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.
- 3.4.13.2. If the Department finds that the Vendor has made errors in completed project deliverables such that the deliverable is not accepted by the Department in accordance with the criteria specified, the Vendor shall make such revisions as necessary. The Department's project manager shall make this determination. The Vendor shall correct the errors so that the deliverables are acceptable to the Department's project manager. The errors shall be corrected without cost to the Department.
- 3.4.13.3. If the Department and the Vendor agree that any work not identified or reasonably envisioned in the original scope of work, but integral to this project needs to be performed, a proposal shall be prepared by the Vendor. The cost of the additional work shall not exceed the cost model used for the Vendor's accepted proposal for this project, and must be agreed to by the Department. The contract shall be amended to include the proposal and the Department's acceptance.

3.4.14. Disclosure, Confidentiality

The contract shall include disclosure provisions prohibiting the Vendor from divulging any information attained during the work activities for the Department. Every team member of the Vendor that shall require access to the State of Delaware or Department networks must sign and comply with the State's Acceptable Use Policy, security, and confidentiality policies. The Department shall have final determination if individuals are acceptable.

3.4.15. Payment Terms

Payments will be authorized upon completion of pre-approved project milestones. The Department must concur and certify satisfaction of each milestone prior to payment authorization. Payment for alternate pricing structures must be agreed upon in advance by both parties. Invoices shall be paid within 30 days of approval. Procurement of any goods, services or documents not specifically listed in the contract shall require prior written approval from the Department. All costs are subject to audit review by the Department.

The Vendor shall provide a spreadsheet to accompany each billing. The information reported shall be on a cumulative basis with each invoice submitted for the duration of the contract and shall include, but not be limited to, the task or milestone, a brief description of the current project status, explanation of expenses, amount billed to-date for each milestone, and the amount of funding remaining under the existing contract limit. The Vendor must provide sufficient billing documentation to allow the Department to properly code expenditures, and provide sufficient documentation and audit trail.

3.4.16. Access to Records

The Vendor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this contract and make such materials available at its offices at all reasonable times during the period of this contract and for a minimum period of three years after final payment by the Department and shall make the material available upon request for inspection and audit by the Department. The Vendor is required to comply with

all reasonable requests and supply information and documentation pertaining to this project to Department authorized auditors.

4. SYSTEM REQUIREMENTS

4.1. Requirements Overview System Requirements

The proposed system must provide secure transfer of data from and to the Department's existing hauling permits application. Data to be provided from Department's system includes: permit number, beginning point, ending point, requested route, requestor, load code ID, load description, gross weight (in pounds), height (in inches), width (in inches), front overhang (in inches), rear overhang (in inches).

A list of load code IDs used within the Department's system follows:

LOAD CODE	DESCRIPTION
1	A load that is oversize but legal weight. Exception –Certain types of vehicles may have over legal limit individual axle weight(s) but meet GVW. These vehicles will be entered as Load Code 1 with overweight axle data noted in the individual axle data fields.
2	A load that is over legal weight: 2 axles = 40K lbs.; 3 axles = 65K lbs.; 4 axles = 73280 lbs.; 5 or more axles = 80K lbs. (NOTE: GVW over 120000 lbs should be entered as Load Code 3.) Load may be oversize but under limits of Load Code 3 – Superload.
3	Referred to as a SUPERLOAD. A load that is at 120' long or at 15' wide or at 15' high or over 120,000 lbs. When this code is selected the screen will refresh and display a Load Desc drop down box, which further details the load as a Manufactured Home, Office Trailer or Other load having Superload criteria.
4	Manufactured Housing or Office Trailer unless it meets Superload criteria.
5	Sealed Container. Containerized cargo sealed with a custom seal normally moving from or to a port. Maximum GVW is 90000 lbs.
6	Ship permit used for unloading a ship within a two-mile radius of the Port of Wilmington.
7	Pole/Piling/Millstock. Also concrete/steel beams/columns, etc.
8	Annual Weight Registration Fee. For 3 axle single vehicle w/GVW of 65K lbs.
9	Single Trip Interstate. Used for 3 or 4 axle single vehicles exceeding the Federal Bridge Formula when on the Interstate road system. This is a self-approving permit.
10	Multi-Trip Interstate. This is a self-approving permit.
11	Crane (Blanket Permit). See section 13 in the DelDOT Policy and Procedures Manual for details.
12	Multi-Trip Twin Trailer

20	National Emergency Permit for movement of Manufactured Housing (FEMA Trailers/etc). This permit will only be enabled upon a declared state of National Emergency.
21	National Emergency Permit for movement of OSOW non-divisible Vehicles or other items of Equipment. This permit will only be enabled upon a declared state of National Emergency.
22	National Emergency Permit for movement of Divisible Supplies (Food/Water/Medical/Material used to construct temporary housing/etc). This permit will only be enabled upon a declared state of National Emergency.

- 4.1.1. Data to be provided back to the Department's system includes at minimum: permit number, beginning point, ending point, route, status (Approved or Pending Route).
- 4.1.2. The system must contain a restriction database, which contains all restrictions/barriers to transport. A restriction is an object that limits the travel of oversize/overweight vehicles on a roadway. The restriction is tied to road segments and has conditions that describe the types of vehicles or loads to which the restriction applies. Restrictions must be able to be applied to any road in the state, including non-state maintained (local) roads. Restrictions examples include bridge conditions/design limitations, height restrictions due to overhead signals/signs, and construction.
- 4.1.3. The proposed system must be able to receive restriction information from multiple sources. Recurring electronic interfaces will be provided for information that is maintained electronically with the Department. The restriction database must also allow Department staff to provide online, real time adds/updates, for initially loading static restrictions, and for routinely adding/removing seasonal and short-term restrictions.
- 4.1.4. The proposed system must provide a monthly report of number of requests successfully routed, number of trips returned for manual routing, and average time to complete a routing request.
- 4.1.5. The proposer(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The proposer(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The proposer(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 proposer(s) does not conform to State policies, standards or general practices, the proposer(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 general practices.

5. INFORMATION TECHNOLOGY REQUIREMENTS

5.1. General Information

The proposed solution must meet Delaware Department of Technology and Information (DTI) standards. DTI's IT standards are available on the Web at:

<http://dti.delaware.gov/information/standards-policies.shtml>.

Application shall meet Federal standards for American Disability Act, section 508. Refer to W3C's Accessibility guidelines at: <http://www.w3.org/TR/WCAG10-HTML-TECHS/>.

5.2. IT Proposal Requirements

- 5.2.1. Proposals must specify in detail, through diagrams and narratives, all components of the proposed system's technical architecture model. Include in this section, from end-to-end (and module by module if necessary because of differences or complexity of detail) each piece of hardware, each network connection, each tier (user workstation, firewall, wide area network, Web server, application server, data server, other middleware tiers), and each piece of software required for the architecture model.
- 5.2.2. Proposal must specify the secure data sharing protocol and methodology that will be used to receive and transmit data from and to OOPS, and that protocol must conform to the standards referenced in Section 5.1 above, if the routing logic proposed will not reside within the State network.
- 5.2.3. Department personnel shall access and update the restrictions data. Proposal must specify in detail the security and methodology to access the restrictions maintenance system. Proposal must include how the system shall protect and secure the data and the business of the Department from non-authorized users.
- 5.2.4. The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. If a cloud-based solution is proposed, the vendor must review the State's Cloud Terms and Conditions (T&C's) and provide an item-by-item acknowledgement. Cloud Terms and Conditions can be found here: <http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf>

5.3. Data Security and Ownership

Every team member of the Vendor that requires access to the State of Delaware network must sign and comply with the State computer Acceptable Use Policy. Every team member who accesses data must comply with information confidentiality, privacy, and security policy.

None of the data or information is considered "Private or Confidential", but the Department expects its data to be safeguarded during transmission and at rest according to State standards referenced in section 5.1., if the proposed solution will not reside on the State's network.

5.4. Training Requirements

The Vendor shall develop a training plan that specifies the approach and the steps to be taken to ensure that Hauling Permits section personnel are adequately trained to view and manage the restrictions database. The plan should include delivery of a user manual containing instructions on how to use these features.

5.5. System Administration and Disaster Recovery

Any proposed solution must be recoverable. The State of Delaware's information processing systems are capable of being recovered at "hot sites" or disaster recovery sites. Any proposed solution must document the critical resources that must be recovered in the event of disaster that would prevent system processing either in the batch or online environment. The system should support failover redundancies and swapping of critical system components and critical data of all system components.

The Vendor must also document the plans, procedures, and strategy for that recovery process, including: performing a risk analysis, performing a business impact analysis to determine which data and functionality are most critical and should therefore be recovered immediately, and identifying the minimum resources required for immediate recovery including facility parameters, equipment, system software, associated interfaces, data, personnel and time.

Vendor shall be required to participate in the "Disaster Recovery Testing" process.

5.6. System Documentation

The Vendor is responsible for proper system documentation. All system documentation shall be comparable to industry standards and shall be provided in electronic format on CDs or DVDs (two sets) and one bound set of paper copy.

The system documentation shall be created using standard tools such as Microsoft Word, Excel, Visio diagrams or Data Designer such as TOAD, ERWIN. The Vendor shall provide current (up-to-date at the completion of the task) system documentation that shall include, but not be limited to the following:

- 5.6.1. The Vendor will need to provide conceptual and logical data models and a data dictionary with field descriptions within five business days of the date that the agreement is signed. The State standard data modeling formats are .cdm (Sybase PowerDesigner) and MSWord for conceptual data models, and .pdm (Sybase PowerDesigner), .erx or .xml (CA Erwin), or .mdl (IBM Rational Data Architect) for physical data models.
- 5.6.2. A detailed Entity Relationship diagram, high-level application data flow charts, high-level application design and information processing functional flow charts shall be provided by the Vendor. For interface and batch jobs – order/ sequence of program execution diagram for successful and unsuccessful job completion. Provide detailed security architecture document and diagram.
- 5.6.3. Data Dictionary shall include but not be limited to the following: Table names, Description, layouts with field name, field description, synonyms, primary and foreign keys, field type, field format, compression, and cross references.
- 5.6.4. Programmers Guide shall include program names, description, and functions they perform, types, external calls - called by and called from.
- 5.6.5. System Configuration and Implementation Guide shall include "Configuration and implementation" set up procedures and hardware requirements. Provide very detailed information and steps to be taken to implement and maintain all components of the application. Provide technical bulletins and upgrades to the Vendor created system manuals. Provide installation, system administration procedures, ongoing maintenance, fine tuning instructions, and error code instructions.

- 5.6.6. Batch Job Submission / Scheduling document shall include program run time schedule and sequencing information and completion / error report and actions required in case of unsuccessful completion of the process in midstream (applies if application has a batch job or jobs). Interface specifications and parameters.
- 5.6.7. Users / Training Guide shall follow an industry standard that can be used as a User's Manual.
- 5.6.8. Reports Manual shall include name of the report, description of the report, parameter(s) needed to submit them, report layout and program name / id that was used to create it. Report manual shall be comparable to industry standard.

5.7. Application Availability and Performance

- 5.7.1. The automatic routing system shall provide the ability to receive and respond to routing requests from the Department's Web-based OOPS system 24 hours per day, 7 days per week except for scheduled downtime for maintenance and backups.
- 5.7.2. The automatic routing application must have acceptable performance and response time (should be within ten (10) seconds for a transaction completion) 24 hours per day, 7 days per week except for scheduled downtime for maintenance and backups.
- 5.7.3. The restrictions database update process must be available for updates and access Monday through Friday from 8 a.m. until 8 p.m. Eastern at a minimum. Acceptable performance and response time should be within four (4) seconds for a transaction to complete.

5.8. Project Management Requirements

- 5.8.1. The Vendor must provide a comprehensive project work plan which includes a minimum of the following: project tasks, milestones, critical path, task start and end dates, appropriate resources to accomplish each task, budget expenditures, deliverables, constraints, and assumptions. The plan must include Planning, Design, Development, System Testing, Implementation, Training, and Documentation.
- 5.8.2. The Department shall review the Project Plan for approval. Project Management Requirements are described in [APPENDIX B – Project Management](#).

5.9. Support and Maintenance Requirements

The Vendor shall maintain the software and operation of the system in a manner described in the contract documents for a period of five (5) years (as included in Vendors accepted proposal) after completion of initial production implementation warranty period of 180 days. If the vendor requires remote access to the system (for maintenance, updates, etc.) access via Secure Meeting or a similar tool where a connective session would be initiated by internal Department staff is required. Support and Maintenance requirements are described in [APPENDIX A - Support and Maintenance Requirements](#).

5.10. Department's Responsibilities

The Department's responsibilities shall include:

- 5.10.1. The Department shall provide Technical Teams to assist with all phases of the project.

- 5.10.2. The Department shall also provide functional subject matter experts to assist with functional requirements, training, and testing of the software.

6. PROPOSAL REQUIREMENTS

6.1. Registration, Communication, Joint Ventures and Submissions

There is no requirement to register with the Department in order to submit a proposal.

Joint venture submissions will not be considered. Joint venture, for the purposes of this RFP, is defined as two or more companies joining together to create one legal entity. Each proposal must be submitted by a prime proposer, who will be legally responsible for all aspects of the proposal. The prime proposer may have subcontractors and sub-consultants who provide portions of the work product, but the prime proposer retains responsibility.

6.2. Cost of Proposals

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of this proposal. The proposers shall be responsible for any liability or cost incurred in connection with responding to this solicitation. All proposers shall fully bear the costs associated with pre-contract activities, including proposal preparation, negotiations, presentations, and/or proposed contracts.

6.3. Written Proposals

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy **ALL** the requirements of this RFP. To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. Emphasis should be on completeness and clarity of contents. The proposal must be valid for a minimum of one-hundred-eighty (180) days from the submission due date. Proposal responses will be expected to address the following areas; the submission should be tabbed and collated in the following order:

A. Cover Letter

Two, double-sided pages maximum - Proposal must have a cover letter on the letterhead of the proposer submitting the proposal. At the top of the first page, list the primary representative's Name, Telephone Number and e-mail address. This shall be the main contact representing the proposer. The cover letter should briefly summarize the proposer's qualifications and experience, and briefly discuss the system proposed to respond to the requirements of this RFP. Be sure to distinguish between use of currently available software and any necessary writing of software for this project. The cover letter must be signed by an officer of the proposing company.

B. Proposer Experience

Two, double-sided pages maximum - Submit information demonstrating the proposer's experience in similar services for a state/local government agency. The firm's business history and number of years in operation is to be included. Critical subcontractor experience should also be included.

C. Experience of Key Personnel

Two, double-sided pages maximum, plus resumes - Submit information demonstrating experience of the firm's key personnel who will be active in the project, highlighting experience in implementing similar services for a state/local government agency. The vendor must demonstrate, to the satisfaction of the Department that the proposed implementation team is capable of satisfactorily performing the work of this project, and said personnel shall remain available for this project through completion. Identify the home office of each key person listed. Provide resumes of key Personnel.

D. Company Facilities

One, double-sided page maximum – List Number of offices on a national, state, and local level, and include the address, name, and telephone number of the nearest office. Also, include the number of employees at the nearest office. If utilizing any off-shore sites and/or employees, include that information as well.

E. Capabilities

Detail the method by which the proposer intends to deal with the increased workload this contract would bring to the proposer. Present an expected time line of major milestones from the Notice to Proceed through acceptance of the project by the Department. For the purposes of this submission, assume a Notice to proceed date of November 3, 2014. Describe anticipated number of personnel on-site during development and implementation.

F. Project Management

Insert a paper copy of your project plan as described in [APPENDIX B - Project Management Requirements](#). Include any comments or clarifications, referencing the section number in the Appendix if applicable, on subsequent pages. For the purposes of this proposed project plan, assume an Anticipated Notice to Proceed date of November 3, 2014.

G. Work Flow

Vendor must include specific information regarding how solution will address workflow, business rules management, restriction management, routing, and regulatory compliance.

H. Support and Maintenance

Insert a copy of your standard Support and Maintenance agreement. Address for Department review any areas not meeting the requirements of [APPENDIX A – Support and Maintenance Requirements](#). Appendix A shall govern unless approved by the Department.

I. System Components

Vendor must supply an architectural diagram, showing how system will interface with DMV's existing Oversize/Overweight Permitting System. Specify in detail, through diagrams and narratives, all components of the proposed system's technical architecture model. Include in this section, from end-to-end (and module by module if necessary because of differences or complexity of detail) each piece of hardware, each network connection, each tier (user workstation, firewall, wide area network, Web server,

application server, data server, other middleware tiers), and each piece of software required for the architecture model.

J. Security

Specify in detail the security and methodology to access the system. Proposal must include how the system shall protect and secure the data and the business of the Department from unauthorized users.

K. Hardware

Specify the minimum recommended workstation configuration including CPU, memory requirements, disk space, monitor, operating system, and any additional hardware and software required to run the application proficiently. The Department prefers to have the flexibility to substitute standard hardware platforms, operating systems, application servers, data servers, etc. where feasible. The proposal must indicate where substitutions can be applicable. Also include any proprietary product names, specific vendors, and versions of products.

L. Reporting Tools

Describe what reporting tools are included with the system. This description must include level of technical expertise required to utilize the reporting tools. The user shall be able to view the reports / data online in a secure environment with the option to produce hardcopy.

M. References

Provide three (3) references from organizations your firm has provided similar services to within the previous seven (7) years. Include a verified contact name and phone number, and a description of the work your firm performed. The Department may also check other references in addition to those provided and consider responses of all references during the selection process.

N. Stipulations / Exceptions

Provide a listing of any and all stipulations or exceptions taken to any item in this RFP. Describe how you will compensate for the change. The Department reserves the right to reject any stipulations and/or exceptions taken.

O. Submission Form

Complete and include the attached [SUBMISSION](#) Form.

P. Certification

The [CERTIFICATION](#) form must be filled out, signed, attested, notarized, sealed, and attached to the "original" paper submission, and the signed page included in the electronic submission.

Q. Pricing

Proposers shall specify firm total costs for the project utilizing the attached [PRICING](#) form. Submit any payment milestones with milestone description and requested payment amounts. Milestone payments must represent all costs to the Department including proposer's expected travel and per diem costs, and totals must match cost totals submitted on the attached [PRICING](#) form. The pricing method you choose to submit must have a clear structure and be accountable and auditable. It must cover the full spectrum of

services required, and cannot include any payments prior to services offered or material purchased. All costs to the Department for full implementation, acceptance, expenses, and five year's maintenance and support are to be included. Any additional costs to the Department regarding this project must be pre-approved by the Department in writing and must be proven to have been unforeseeable at the time of submission.

Complete and submit the attached [PRICING](#) form. Vendor must provide all pricing options, including ongoing support costs. The Department will entertain any and all options, including one-time cost and per-transaction cost. Each pricing option must be fully explained within proposal. During the review process Vendors may be asked to submit final cost pricing information in a Department issued format prior to scoring and ranking.

6.4. 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: "**Automated Oversize/Overweight Vehicle Routing Solution**".

Proposals are to be delivered by hand or courier to: Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901. ([directions](#)). The Department may extend the time and place for the receipt and opening of proposals, on not less than two (2) calendar days' notice, by posting such notice on the [Website](#).

6.5 Submitted Copies

An "original" (so marked) and five (5) paper copies of each proposal, and one duplicate electronic copy must be submitted. An authorized representative of the company submitting a proposal must sign the certification page of the "original" submission.

Freedom of Information Act - **In order to comply with the State of Delaware's Freedom of Information Act**, firms responding to this Request for Proposals **shall prepare and submit** one (1) electronic copy (e.g. CD, flash drive) of their submission with any proprietary or confidential information redacted. This copy should be clearly marked as "Redacted Copy" and submitted along with the other copies. **This electronic copy is required even if the submission contains no proprietary or confidential information.** Firms should review Delaware's Freedom of Information Regulations, section 6, Requests for Confidentiality, on the Department's Website www.deldot.gov and Section 10002(1) "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 their proposal submission.

7. SELECTION AND AWARD PROCESS

7.1. Committee

The Selection Committee shall be comprised of representatives of the State of Delaware. The Committee shall review all proposals submitted in response to this RFP. The Committee Membership is confidential.

7.2. Proposal Review

The proposals contain essential information requested in this document that shall be used in the award decision. The information that is required to be submitted in response to this RFP has been determined by the Department to be essential for use by the Committee in the evaluation and award process. Therefore, all instructions contained in this RFP should be met in order to qualify as a responsive and responsible proposer and participate in the Selection Committee's consideration for award.

Proposals that do not meet or comply with instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Selection Committee.

7.3. Evaluation Process

The Department shall determine all proposals that meet the minimum qualifications to perform the required services, and shall interview at least one of the qualified Proposers. The Department may negotiate with one proposer without terminating negotiations with another, and may negotiate with one or more proposers during the same period. At any point in the negotiation process, the Department may, at its discretion, terminate negotiations with any or all proposers. Should demonstrations be requested by the Department, they will be held in Dover, DE.

The Committee may request revised offers from one or more proposers, and proposals may be amended before award for this purpose.

7.4. Selection Criteria

- 7.4.1. The Selection Committee shall score each proposal found to be most reasonably likely to be selected for award, and assign up to the maximum number of points as stated in this Section for each Criteria listed. All assignments of points shall be at the sole discretion of the Selection Committee members.
- 7.4.2. Each Selection Committee member shall score each applicable proposal as provided in the below listed criteria. The highest score of each applicable proposal from each Selection Committee member will determine the rank of the proposals from first choice (1) to last choice. The rankings of all committee members shall then be averaged. The lowest average ranking shall indicate the most favorable proposal. In the event of a tie, the highest total points will determine the most favorable proposal.
- 7.4.3. The Department reserves the right to enter into negotiations and/or entertain the option of requesting a revised offer from proposers in order to reach a final selection.
- 7.4.4. At the conclusion of ranking by the Selection Committee, a preliminary list of the proposals shall be compiled in the order of ranking. This shall be the Committee's recommendation for award. The Committee shall make a recommendation to the division Director to award to one vendor, or reject all proposals.

7.4.5. The following criteria shall be used by the Committee to evaluate and rank proposals:

CRITERIA	Maximum Points
Reasonableness of submission/adherence to system requirements	40
Price	30
Understanding and commitment to project management principles	15
Proposing firm's experience with similar projects	15
TOTAL	100

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

7.4.5.1. **Reasonableness of submission/adherence to system requirement**

This section shall address each proposer's compliance with State standards, stated ability to create and maintain a functional automated routing solution, and the ease and simplicity of operation of the proposed solution. Additionally, this section shall address completeness of proposal and adherence to proposal items outlined in section 6.3.

7.4.5.2. **Pricing**

Because the Department has not specifically defined pricing structure for this proposal, points will be awarded based on total cost for the five year term of this agreement.

7.4.5.3. **Understanding and commitment to project management principles**

This section shall address each proposer's project management approach, work plan, and schedule for the project. This section shall be scored based on a number of factors, including, but not limited to: the overall approach to the project; the completeness of the Work Plan; the feasibility of the Work Plan; and the project schedule.

7.4.5.4. **Proposing firm's experience with similar projects**

This section shall address each proposer's stated experience with similar projects that use geographical information and location restrictions to determine routes between two points in an automated manner. If a cloud or off-site solution is proposed, firm's experience with such solutions will be included in this factor's evaluation. Proposer will not be penalized for failure to submit a cloud or off-site solution.

8. AWARD

- 8.1.** The Department intends to award the contract to the most responsive and responsible proposer whose proposal is most advantageous to the State. The Department shall make this award in writing and for the selected Vendor. If a Vendor cannot be chosen, all proposals shall be rejected.
- 8.2.** Within a reasonable amount of time after notification of selection, if the Department is not able to come to agreement with the selected Vendor and execute a contract, the Department will end discussions and begin discussions with the next highest rated Vendor who will then have the same opportunity to enter into a contract with the Department.
- 8.3.** Award of the contract will be announced upon successful execution of the contract. All Vendors submitting proposals will be advised.

8.4. 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 proposal request.
- Waive any informalities, irregularities, or inconsistency in proposals received.
- Request modification to proposals from any or all proposers 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.
- Reject any request that shows any omission, alterations of forms, additions not called for, conditions, or alternate proposals.
- 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 Department.

8.5. PROTESTS

To protest the selection the protesting firm must have been an applicant in the process and must have met all of the requirements of this RFP. A letter of protest must be submitted to the Contract Services Administrator within ten (10) days of the notice of award. In the letter, the applicant must state the reasons for the appeal. Appeals must be based on pertinent issues relating to the selection process. Appeals based on specifications contained in the proposal shall not be accepted. Appeals that meet these conditions shall be reviewed and respectively answered. The Secretary of Transportation or designee shall make the final determination of the merits of the protest.

9. REQUIRED DOCUMENTS

The submitted proposal must include the following documents:

- An “original” (so marked) and five (5) paper copies of each proposal, (i.e. Proposal Package, paper),
- Submission Form (attached), paper, completed and signed,
- Certification Form (attached), paper, completed and signed,
- One full proposal and one redacted proposal in electronic format (i.e. CD, flash drive)

PROPOSAL FORMS

CONTRACT No. 1720

AUTOMATED OVERSIZE/OVERWEIGHT VEHICLE ROUTING SOLUTION

SUBMISSION FORM

Department of Transportation
Request for Proposal 1720

Automated Oversize/Overweight Vehicle Routing Solution

Attention: Wendy Henry, Consultant Control Coordinator
Delaware Department of Transportation
800 Bay Road
Dover, DE 19901

We have read Request for Proposal number 1720 and fully understand the intent of the proposal as stated, certify that we have adequate personnel and equipment 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.

Debarment or Suspension – 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.

Date: _____ **Submitted By:** _____

Proposer Firm: _____

Address: _____

Designated Contact Person: _____

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

Signature of Company 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. 1720

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

I/We have carefully examined the Request for Proposal and shall be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, to provide all services necessary, and to do all the work and to furnish all the materials 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 prices for the various items as listed in the proposal.

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 proposer and each person signing on behalf of any proposer, 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 proposer 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 shall not knowingly be disclosed by the proposer, directly or indirectly, to any other proposer or competitor prior to the opening of proposals.
3. No attempt has been made or shall be made by the proposer 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:

No.	Date								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Sealed and dated this _____ day of _____ in the year of our Lord 20____.

Name of Proposer (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

PRICING FORM
Request for Proposal No. 1720

PROPOSING FIRM: _____

Include your company name above and list only the following pricing information which is your total proposed price for a fully operational and accepted system as defined in this RFP.

Item / Service:	Total Time	Total Cost
Application, Configuration, Development		
Initial Licensing cost	n/a	
Any subsequent Licensing cost	n/a	
Software	n/a	
Project Management		
Custom Software preparation		
System Implementation		
Delaware specific interfaces		
Testing		
End User Training		
Other:		
SUB TOTAL:		
5 year Maintenance & Support agreement / year	n/a	
Full Proposal with 5 year Maintenance & Support	TOTAL:	

The Department will entertain any and all options, including one-time cost and per-transaction cost. Each pricing option must be fully explained and appear following this page in the proposal. During the review process Vendors may be asked to submit final cost pricing information in a Department issued format prior to scoring and ranking.

Signature _____

Date _____

APPENDIX A - Support and Maintenance Requirements

1. Vendor must provide personnel and software necessary to ensure the system is operating within performance levels (cannot negatively affect performance of the network) and response time should be within 4 seconds for a restriction database transaction completion and within 10 seconds for an auto-routing transaction completion.
2. The vendor shall maintain the software necessary to operate efficiently.
3. Non-severe items identified during “System Acceptance” shall be corrected within 6 months of the final acceptance.
4. Department personnel shall notify the successful vendor for periodic software, database upgrades or changes that could require modifications to the Vendor supplied software. Vendor shall comply with IT standard upgrades and shall perform necessary modifications and adjustments. This shall be included in the System Support and Maintenance agreement.
5. The successful vendor shall provide technical bulletins, updated system and user guides as necessary.
6. The successful vendor shall correct or replace defective software, and or remedy any programming error, which is attributable to the vendor without any additional cost to Department.
7. As a part of this project Department may require scope, time, and cost estimation from the successful vendor on future software enhancements and support initiatives.
8. Department shall approve the estimates for the scope of work, agreed upon turn-around times, and estimated cost. Proposed system enhancements must be completed within a time frame agreed upon by the Department and the successful vendor. The successful vendor shall not keep the Department waiting for enhancements due to low priority on their Priority list.
9. The vendor must provide technical support for the duration of the project and 180 days after the implementation.
10. Successful vendor and their Key Team Member(s) shall be on site for implementation of the system or module of the system in Test and Production Environments.
11. After the system implementation, the successful vendor shall provide support for the “implemented application, enhancement of the application, and interfaces with other systems.”
12. The successful vendor shall respond to maintenance and support calls from Department personnel. Support shall include troubleshooting of technical problems and solutions to application functionality. Dedicated and qualified support personnel including IT programmers and system analysts shall be available via phone and provide accurate technical and functional assistance in resolving problems or issues after an initial analysis is conducted by Department personnel.
13. The successful vendor should supply a method to track service requests for support and maintenance (web, documents) including type of issue, problem resolution, module or/ and program modification for each service request.

APPENDIX B - Project Management Requirements

1. Project Plan shall be developed, tracked, and managed using Project Management tools.
2. Project tasks, milestones, critical path, task start and end dates, appropriate resources to accomplish each task, and budget expenditures must be included in the plan. The plan must include development, implementation, testing, and training. The project plan should also describe the deliverables, alternative solutions, and allow adequate time for deliverable review and approval and the change control process.
3. The successful vendor shall meet Department's project team during the first four weeks following award of the contract. During these meetings, a "Detailed Project Plan" shall be developed, reviewed, and revised. The Department shall provide project direction and shall maintain final approval of decisions relating to the overall design / configuration, development, implementation, testing, and acceptance of the software.
4. The successful vendor shall manage the development and implementation of work by assuring that all phases of the Project Plan and Schedule approved by the Department are accomplished without significant delays or problems.
5. The successful vendor shall participate in monthly / weekly project status and performance review meetings to ensure measurable progress is being achieved and the Department's standards are followed. The activities of the vendor project team shall be directed, coordinated and communicated to ensure that the project progresses per project work plan and is completed on schedule.
6. Successful vendor shall provide detailed, written weekly status reports as appropriate at the stage of the project to Department project manager. The status report shall include project status, description of the tasks and goals, work in progress, work accomplishments, date and percentage of work completed, major problems and their resolutions or alternative recommendations, critical issues and their possible solutions, work planned for next week.
7. The Project Plan shall be managed and accomplished by successful vendor without significant delays or problems. Successful vendor shall ensure that project progresses per project work plan, is completed on schedule and within budgeted expenditure. Delays due to scope changes or any other reason within or outside of their control shall require prior approval from the Department. The successful vendor shall administer work by directing, documenting, communicating, and coordinating work activities of their personnel and all groups related to this project.
8. Work can be performed off-site or on-site depending on tasks such as project status meetings, problem resolutions, implementation, and training. If project team members are working off-site, they shall be available as needed.
9. The successful vendor and their personnel shall provide information and reports for audits. If needed they shall attend audit meetings.
10. The successful firm shall keep Department personnel informed during development, testing, implementation and operation phases of all modifications.

11. Successful vendor must provide qualified and accurate technical resources to accomplish this project's tasks accurately and efficiently.
12. Project Manager should have IT project management and system development, implementation experience in managing projects that are similar in scope and successfully implemented. Project manager must have supervisory skills and be able to work in cooperative team environment and mentor clients.
13. The successful vendor shall secure at his own expense, all personnel required to perform the services required under this project.
14. All of the services required hereunder shall be performed by the successful vendor or under Project Manager's 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.
15. None of the work or services covered by this project shall be subcontracted without the prior written approval of the Department.

end

SAMPLE ESCROW AGREEMENT

This Technology Agreement executed in quadruplicate, the day, month, and year affixed by the signature of the Department of Transportation's representative (the "Effective Date") between (the escrow firm), and the Delaware Department of Transportation ("Beneficiary") and any additional party signing a Depositor Enrollment Form attached to this Agreement ("Depositor"), who collectively may be referred to in this Agreement as the Parties ("Parties").

Recitals

Whereas, Depositor hereby licenses information technology to Beneficiary in the form of software source and object code (the "Software") pursuant to this Agreement. The source code is defined as the Software in source code form, including all relevant documentation and instructions necessary to maintain, duplicate, compile, and execute the source code (the "Source Code"). The Source Code is necessary to maintain and support the Software as defined in the Agreement(s) between Beneficiary and Depositor. The Source Code and any other components Depositor provides which are related to building, using and maintaining the Software identified on Exhibit B (as the same may be modified herein) are hereafter referred to collectively as the deposit materials ("Deposit Materials").

Whereas, the purpose of this Agreement is to protect Depositor's ownership and confidentiality of the Deposit Materials and to protect Beneficiary's legitimate use of the Deposit Materials as defined by written agreements between the Depositor and Beneficiary. Further, this Agreement is intended to provide for certain circumstances under which Beneficiary shall be entitled to receive the Deposit Materials held in escrow by (the escrow firm) to continue its legitimate use and support of the Software.

Whereas, Beneficiary and Depositor hereby designate and appoint (the escrow firm) as the escrow agent under this Agreement. (the escrow firm) hereby accepts such designation and appointment and agrees to carry out the duties of escrow agent pursuant to the terms and provisions of this Agreement. (the escrow firm) is not a party to, and is not bound by, any agreement that might be evidenced by, or might arise out of, any prior or contemporaneous dealings between Depositor and Beneficiary other than as expressly set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Deposit Materials

(a) Initial Deposit - Depositor shall submit the initial Deposit Materials to (the escrow firm) within thirty (30) days of request by Beneficiary. Depositor shall complete and deliver with all Deposit Materials a form as shown herein as Exhibit B, which shall then become part of this Agreement. (The escrow firm) shall notify Beneficiary within ten (10) days of receipt of the initial Deposit Materials. (The escrow firm) will test the Deposit Materials as described in paragraph (e) below.

(b) Deposit Material Updates - Depositor shall submit updates to the initial Deposit Materials to (the escrow firm) within thirty (30) days of any material modification, upgrade or new release of the Software. Depositor shall complete and deliver with all updates to the Deposit Materials an amended Exhibit B form, which shall additionally become part of this Agreement. (The escrow firm) shall notify Beneficiary within ten (10) days of receipt of updates to the Deposit Materials. (The escrow firm) will test the Deposit Materials as described in paragraph (e) below.

**ATTACHMENT 1 –
Sample Escrow Agreement**
(continued ...)

- (c) Electronic Deposit – Electronic Deposits are not acceptable without prior written permission by the Beneficiary, copied to (the escrow firm).
- (d) Duplication of Deposit Materials - (The escrow firm) may duplicate the Deposit Materials only as necessary to comply with the terms of this Agreement. (the escrow firm) at its sole discretion may retain a third party for the purpose of duplicating the Deposit Materials only as necessary to comply with the terms herein. All duplication expenses shall be borne by the party requesting duplication.
- (e) Deposit Evaluation Services – (The escrow firm) will perform Deposit evaluation and reporting to test the Deposit Materials for presence of source code and documentation, including virus scan, media test, and listing of files, upon request.
- (f) Additional Deposit Material Verification - (The escrow firm) may be retained by separate agreement or by alternative means, to conduct further tests of the Deposit Materials to determine the completeness and accuracy of the Deposit Materials.

2. Term

- (a) Term of Agreement – The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the initial and each subsequent term, this Agreement shall automatically renew for an additional one (1) year term unless terminated according to the terms herein. If Depositor Enrollment Form has been signed at a date later than this agreement, the initial term and cost of Depositor Enrollment shall be prorated to correspond with the term of this Agreement from the date Depositor Enrollment Form is signed. At the end of the initial and each subsequent term, Depositor Enrollment Form shall also automatically renew for an additional one (1) year term unless terminated according to the terms herein.
- (b) Termination of Agreement – This Agreement may be terminated by written mutual consent of respective Depositor(s) and Beneficiary provided that one of the following occurs:
- i. The License Agreement has been terminated or has expired, or
 - ii. The Depositor and Beneficiary have agreed in writing to terminate the Depositor enrollment with (the escrow firm); or
 - iii. All Deposit Materials have been released in accordance with the terms hereof.
- (c) Termination for Non-Payment – In the event that full payment of any or all fees due to (the escrow firm) under this Agreement have not been received by (the escrow firm) within forty-five (45) days of the date payment is due, (the escrow firm) will notify all Parties in writing via USPS Registered Mail of the delinquent fees. If the delinquent fees are not received within ninety (90) days of the delinquency notification, and (the escrow firm) has made additional documented attempts to contact the Beneficiary, (the escrow firm) shall have the right to terminate this Agreement and destroy Deposit Materials.
- (d) Return of Deposit Materials – Upon termination of this Agreement for any reason other than in the event all Deposit Materials have been released in accordance with the terms of Section 6 herein, (the escrow firm) shall return the Deposit Materials to Depositor via commercial courier to the address of Depositor shown in this Agreement, provided that all fees due (the escrow firm) are paid in full. If two (2) attempts to return Deposit Materials via commercial courier to Depositor fail or

**ATTACHMENT 1 –
Sample Escrow Agreement**
(continued ...)

Depositor does not accept the Deposit Materials, (the escrow firm) shall destroy the Deposit Materials.

3. Fees

(a) Payment - Upon receipt of signed Agreement or initial Deposit Materials, whichever comes first, (the escrow firm) will submit an initial invoice to Beneficiary for amount shown on Exhibit x attached hereto. If payment is not received, upon 45 days notice to Beneficiary, (the escrow firm) shall have no obligation to perform its duties under this Agreement. Beneficiary agrees to pay to (the escrow firm) all additional fees for services rendered related to this Agreement as shown on Exhibit x. The fee for any service that is not expressly covered in Exhibit A shall be established by (the escrow firm) upon request. (the escrow firm) may amend Exhibit x at annual anniversary date with sixty (60) days prior written notice to Beneficiary. If Beneficiary is not acceptable to Exhibit x amendments, Beneficiary may cancel this Agreement effective on the annual anniversary date without additional costs.

(b) Currency - All fees are in U.S. dollars and payment must be rendered in U.S. dollars unless otherwise agreed to in advance by (the escrow firm).

4. Indemnification - With the exception of negligence, willful misconduct, violation of terms of this Agreement, or intentional misrepresentation on behalf of (the escrow firm), Depositor and Beneficiary shall, jointly and severally, hold harmless (the escrow firm) and each of its directors, officers, agents, employees, members and stockholders ("(the escrow firm) Indemnitees"), from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any (the escrow firm) Indemnitee in connection with this Agreement or the performance of (the escrow firm) or any (the escrow firm) Indemnitee hereunder.

5. Depositor's Representations and Warranties

(a) The Deposit Materials as delivered to (the escrow firm) are a copy of Depositor's proprietary information corresponding to that described in Exhibit B and are capable of being used to generate the Software. Depositor shall update the Deposit Materials as provided for in the License Agreement and/ or as provided for herein. The Deposit Materials shall contain all information necessary to enable a reasonably skilled programmer or analyst to understand, maintain and modify the Deposit Materials.

(b) Depositor owns the Deposit Materials and all intellectual property rights therein free and clear of any liens, security interests, or other encumbrances.

6. Release of Deposit Materials

(a) Release - The Deposit Materials, including any copies thereof, will be released to Beneficiary after the receipt of the written request for release only in the event that the release procedure set forth in Section 6 is followed and:

- i. Depositor notifies (the escrow firm) in writing to effect such release; or
- ii. Beneficiary makes written request to (the escrow firm); and,
 - a. Beneficiary asserts that Depositor has failed in a material respect under the separate contract between the Beneficiary and Depositor; or

**ATTACHMENT 1 –
Sample Escrow Agreement**
(continued ...)

- b. Beneficiary asserts that Depositor has ceased necessary business operations without a Beneficiary approved successor or assign; or
- c. Beneficiary asserts that Depositor has filed for bankruptcy protection; and
- d. Beneficiary includes a written statement that the Deposit Materials will be used in accordance with the terms of the contract between the Beneficiary and Depositor; and,
- e. Beneficiary includes specific instructions for the delivery of the Deposit Materials.

(b) Depositor Request for Release - If the provisions of Section 6(a)(i) are met, (the escrow firm) will release the Deposit Materials to Beneficiary within ten (10) business days.

(c) Beneficiary Request for Release - If the provisions of Section 6(a)(ii) are met, (the escrow firm) will within ten (10) business days forward a complete copy of the request to Depositor. Depositor shall have thirty (30) days to make any and all objections to the release known to (the escrow firm) in writing. If after thirty (30) days (the escrow firm) has not received any written objection from Depositor, (the escrow firm) shall release the Deposit Materials to Beneficiary as instructed by Beneficiary.

(d) Depositor Objection to Release - Should Depositor object to the request for release by Beneficiary in writing, (the escrow firm) shall notify Beneficiary in writing within ten (10) business days of (the escrow firm) receipt of said objection and shall notify both Parties that there is a dispute to be resolved pursuant to Section 7 (Arbitration) of this Agreement. (the escrow firm) will continue to hold the Deposit Materials without release pending (i) joint instructions from Depositor and Beneficiary; (ii) dispute resolution according to Section 7 (Arbitration); or (iii) order from a court of competent jurisdiction.

(e) Grant of License to Deposit Materials – Depositor hereby grants to Beneficiary, a non-exclusive, worldwide, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works from the Deposit Materials delivered by (the escrow firm) under this Section, for the sole purpose of continuing the benefits afforded to Beneficiary under this Agreement, including the development of patches and upgrades solely for Beneficiary's use.

(f) Restrictions on Use – The following restrictions shall apply to Deposit Materials delivered to Beneficiary: (i) Beneficiary shall not copy the Deposit Materials other than as necessary for installation on Beneficiary's equipment and for backup copies on Beneficiary's equipment, (ii) Beneficiary will keep the Deposit Materials in a secure, safe place when not in use, (iii) Beneficiary agrees to use the Deposit Materials under carefully controlled conditions in accordance with, and for the purposes of, this Agreement, (iv) Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials in accordance with Section 8, and (v) Beneficiary agrees to treat, handle, and store the Deposit Materials in the same manner and with the same care as it treats its most sensitive and valuable trade secrets.

7. Arbitration - Except as expressly provided for herein, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in the state of Delaware by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositor and Beneficiary jointly agree to reimburse (the escrow firm) for any and all costs incurred as a result of any Arbitration including attorney's fees. The arbitrator(s) shall award attorneys' fees and costs to the prevailing party.

**ATTACHMENT 1 –
Sample Escrow Agreement**
(continued ...)

8. Confidentiality – Except as otherwise required to carry out its duties under this Agreement, (the escrow firm) shall hold in strictest confidence and not permit any third party access to nor otherwise use, disclose, transfer or make available the Deposit Materials except as otherwise provided herein, unless consented to in writing by Depositor and Beneficiary.

9. Limitation of Liability - Under no circumstance shall (the escrow firm) be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if (the escrow firm) has been apprised of the possibility of such damages. In performing any of its duties hereunder, (the escrow firm) shall not incur any liability to any party for any damages, losses, or expenses, except for willful misconduct or negligence on the part of (the escrow firm), and it shall not incur any liability with respect to any action taken or omitted in reliance upon any written notice, request, waiver, consent, receipt or other document which (the escrow firm) in reasonably good faith believes to be genuine.

10. Notices – Notices shall be deemed received on the third business day after being sent by first class mail, or upon verified receipt if sent by commercial express mail. All notices under this Agreement shall be in writing and addressed and sent to the person(s) listed below, and the applicable Depositor as required:

Beneficiary

Delaware Department of Transportation
Attn: Contract Administration
Agreement XXXX
Address: First Class mail:
PO Box 778 Dover, DE 19903
Commercial Express Mail:
800 Bay Road, Dover, DE 19901
Telephone: 302-760-2000

Billing Contact:
Name
Title
800 Bay Road, PO Box 778
Dover, DE. 19903
Email:
Telephone: 302-XXX-XXXX Fax: 302-XXX-XXXX

(the escrow firm)

Attn: Contracts Administration
Address
Address
Telephone: XXX-XXX-XXXX
Fax: XXX-XXX-XXXX
Email:

**ATTACHMENT 1 –
Sample Escrow Agreement**
(continued ...)

11. Miscellaneous

(a) Counterparts - This Agreement is executed in four (4) counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(b) Entire Agreement - This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the Parties with respect to all matters contained herein, and it constitutes the sole and entire agreement among them with respect thereto.

(c) Limitation of Effect - This Agreement pertains strictly to the escrow services provided for herein and does not modify, amend or affect any other contract or agreement of one or more of the Parties. The terms and provisions of the License Agreement, as the same may be physically modified by the terms and provisions hereof, shall continue in full force and effect and be binding upon and inure to the benefit of the Parties hereto, their legal representatives, successors and assigns.

(d) Modification - This Agreement shall not be altered or modified without the express written consent of all Parties.

(e) Bankruptcy Code - This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by the Parties) to other Agreements pursuant to Title 11 United States Bankruptcy Code Section 365(n).

(f) Survival of Terms - All obligations of the Parties intended to survive the termination of this Agreement, including without limitation, are the provisions of Sections 2 (Term), 3 (Fees), 4 (Indemnification), 7 (Arbitration), 9 (Limitation of Liability), and 11 (Miscellaneous) which shall survive the termination of this Agreement for any reason.

(g) Governing Law - This Agreement shall be governed by the laws of the state of Delaware.

(h) Time of the Essence - Time is of the essence in this Agreement.

(i) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, provided, however, that Beneficiary shall have no right to assign any rights hereunder or with respect to the Deposit Materials except as permitted with respect to assignment of Beneficiary's rights under separate Agreement.

Depositor Enrollment Form

Whereas, the Delaware Department of Transportation (“Beneficiary”) and (the escrow firm) have entered into an Agreement dated Month / Year (“The Agreement”); and,

Whereas, Beneficiary, _____ (“Depositor”) whose address is _____, and (the escrow firm), hereby agree to enroll Depositor as a party to The Agreement on this ____ day of _____ 20__ (the “Effective Date”); and Depositor hereby agrees to be bound by the terms of The Agreement; and,

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, covenant and agree to The Agreement and any modifications herein:

Beneficiary

Depositor

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Billing Information:

Notices to Depositor:

Delaware Dept. of Transportation

Company: _____

Attn: Punita Choxi

Attn: _____

PO Box 778

Address: _____

Dover, DE 19903

City, State, Zip: _____

Telephone: (302) 760-2646

Telephone: _____

Fax: (302) 760-2789

Fax: _____

E-Mail: Punita.choxi@state.de.us

E-Mail: _____

(the escrow firm), LLC

Signature: _____

Date: _____

Name: _____

Title: _____

ATTACHMENT 1 –
Sample Escrow Agreement
(continued ...)

Deposit Materials for
Delaware Department of Transportation

Please complete Exhibit B form and enclose a copy with the Deposit.

Attn: (the escrow firm)

Depositor Company Name: _____

(the escrow firm) Account Number: _____

Product Name & Version: _____

New Deposit Account

Update to existing Deposit Account

Media Description:

Quantity	Type	Description / Label
_____	DVD/CDR	_____
_____	DAT/DDS Tape	_____
_____	Documentation	_____
_____	Other	_____

Deposit Prepared by:

Deposit Accepted by (the escrow firm):

Signed: _____

Signed: _____

E-mail: _____

Name: _____

Date: _____

Date: _____

By signature above, **Depositor** certifies the deposit materials represent the full and complete source code and all media required for activation and modification of the above referenced software package sold to the Beneficiary, and such deposit has been verified by Depositor prior to shipment to (the escrow firm).