

**REVISED**  
**MAY 18, 2012**

DELAWARE DEPARTMENT OF TRANSPORTATION

**REQUEST FOR PROPOSALS**



Delaware Department  
of Transportation

**CONTRACT No: 1615**

**ENTERPRISE DOCUMENT MANAGEMENT  
SYSTEM, SOFTWARE, and IMPLEMENTATION**

**PROPOSAL DUE DATE/TIME: ~~May 22, 2012~~ **June 5, 2012 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.

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## REQUEST FOR PROPOSALS

**ENTERPRISE DOCUMENT MANAGEMENT  
SYSTEM, SOFTWARE, and IMPLEMENTATION****1. OVERVIEW AND AUTHORITY****1.1 Purpose**

The purpose of this RFP is to solicit proposals for an enterprise document management system. The Delaware Department of Transportation (hereinafter designated as 'Department') seeks to improve its organization, storage, and access of documents across multiple Divisions of the Department. The goal is to standardize and expedite document storage, retrieval, coordination of updates, and tracking the status of reviews and approvals on individual documents. The conversion of existing electronic documents currently stored in other applications such as; DocStar, Falcon, Paperflow, and in folder hierarchies on Division specific internal san drives is also requested.

It is expected the selected system shall enable the Department to; (1) Improve internal efficiency and effectiveness; (2) Enhance its Audit and Compliance activities; (3) Provide the ability to retrieve and share documents electronically, (4) Provide a one-stop view of related information, (5) Allow for receipt of documents and appropriate routing of said documents from external sources, (6) Allow for document / metadata location utilizing varied/ multiple search keywords, and (7) Further enhance Delaware's E-Government initiatives.

The system shall be implemented across the Department in a phased approach by Division and a phased approach as it relates to functionality of the system. The timeline for the implementation is to be based on the Vendor<sup>1</sup> submitted project time line upon approval of the Department. Time is of the essence in availability of this system throughout the Department.

**1.2 Intent**

These specifications are intended to provide business and technical requirements that meet State standards for document management, web services, security, and platforms, as well as the specific needs of the Department. The Department intends to purchase or license an Enterprise Document Management solution consisting of; software, installation, implementation, maintenance and support, development of interfaces with current Department systems, and up to seven years on-going support and maintenance services. It is envisioned the selected system will be capable of integration with other applications to provide two-way (send / receive) information and document flow with external customers.

**1.3 Scope**

This document contains information relating to the procedural requirements in the preparation of proposals to the Department, and performance and other requirements for proposers and the awarded Vendor.

**1.4 Authority**

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

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<sup>1</sup> The term "Vendor" is used throughout this RFP and generally refers to the awarded proposer.

## 1.5 Inquiries

Should proposer 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. Questions and answers (not identities) will be shared with all proposers on the following Website; [www.bids.delaware.gov](http://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 following, no other Department Division, or employee may be contacted, and responses from such other person shall have no effect on this solicitation:

Ms. Wendy Henry, Consultant Control Coordinator  
Contract Administration  
Delaware Department of Transportation  
800 Bay Road  
Dover, Delaware 19901  
(302) 760-2089  
[wendy.henry@state.de.us](mailto:wendy.henry@state.de.us)  
cc: [jim.hoagland@state.de.us](mailto:jim.hoagland@state.de.us)

## 2. BACKGROUND

### 2.1 Department Organization

The Department's mission is to provide a safe, efficient, and environmentally sensitive transportation network that offers a variety of convenient and cost-effective choices for the movement of people and goods. In support of this mission, the Department consists of many Divisions, groups and employees who are highly dependent on technology for maintaining the State's roadways, monitoring traffic conditions, communicating with the traveling public, ensuring the safety of those licensed to drive on state roadways, and managing the projects and back-office operations that support Department business. The Department has an extensive LAN/WAN network including email, voicemail, Web access, and both server- and mainframe-based shared applications. The Department supports remote facilities located throughout the State; several of these facilities operate 24x7 supporting business-critical users and applications.

[ATTACHMENT 1](#) identifies the participating Divisions of the Department and provides the primary functions of each.

### 2.2 Current document management processes

The Department's current document management processes are a combination of DocStar (separate databases for different divisions), Falcon for construction plans, Paperflow for plans and correspondence, scanned documents into folders that are division specific, scanned documents on shared drives associated with project schedules via Primavera, contracts and bid tabs via Trns\*port, and a multitude of paper files. Workflow is primarily manual and driven by paper being moved from one desk to another. Standard naming conventions are not in place across the Department though may be division specific. Some of the formats documents from external sources arrive at the Department can be in the form of paper, pdf's, MS Office formats, design files, and email with attachments. Forms are not standard across the Department.

### **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 Performance Bond**

The Vendor must furnish a Performance Bond in the amount of 100% of their proposal value (excluding the Maintenance and Support contracts which take effect after the initial warranty period) made payable to the State of Delaware and prepared on the form provided in [ATTACHMENT 2](#) as security for the faithful performance of the contract. The surety thereon must be such surety company or companies acceptable to the State of Delaware and are authorized to transact business in this State. Attorneys-in-Fact who sign proposal bonds must file with each bond a certified copy of their power of attorney to sign said bond.

The Performance bond is required to be in place until final acceptance of the system. The Department and Vendor may agree to modify the amount of the bond one time during the length of the contract based on system percent complete and usable by the Department.

#### **3.4 Intellectual Property**

##### **3.4.1 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 Department personnel to modify said software.

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

##### **3.4.1.1 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.

### 3.4.2 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. The attached Escrow Agreement, [ATTACHMENT 3](#), must be executed between the 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.

### 3.4.3 Ownership

In the event that Custom Software development is required, the Department 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 Department shall retain ownership of all test, production, and historical data produced by the proposed system.

### 3.4.4 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.

### 3.4.5 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, it's 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.

**3.5 Contract Terms**

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

**3.5.1 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.

**3.5.2 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.

3.5.2.1 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.

3.5.2.2 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.

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

<b>a.</b>	<b>Comprehensive General Liability</b>	<b>\$1,000,000</b>
b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
<b>c.</b>	<b>Misc. Error &amp; Omissions</b>	<b>\$1,000,000/\$3,000,000</b>
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.

3.5.3 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.

3.5.4 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.

#### 3.5.5 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.

#### 3.5.6 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.

#### 3.5.7 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.

### 3.5.8 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.

### 3.5.9 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.

### 3.5.10 Business License

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

### 3.5.11 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.

### 3.5.12 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.

### 3.5.13 Contract Work

- 3.5.13.1 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.

3.5.13.2 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.

3.5.13.3 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.

### 3.5.14 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.

### 3.5.15 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. 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.

### 3.5.16 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**

At a minimum, the proposal submitted must describe a robust document management solution that captures and indexes the many document types utilized by the Department as well as provide workflow functionality, metadata capture, content publishing, and role based security. The

information shall be retrieved, updated, or interfaced using web services as well as a thin client. The proposed software solution must provide an electronic means for sending and receiving data by internal and external entities. An implementation plan, to include design/configuration, testing, interface development, and training must also be provided. The implementation plan is to include data mapping, testing, and verification for converting existing electronic documents and document systems.

## **4.2 Functional Requirements**

The system shall accommodate Department specific requirements based on the State of Delaware laws, statutes, rules, and office procedures provided by the Department. The system must have the ability to automatically fax out documents as well as email and publish on the web. The system shall have the ability to automatically capture and index faxed-in documents, email documents, scanned documents, and documents created within the system using metadata and templates. The system must have the ability to automatically consolidate the storage, access, management, and distribution of digital source documents. The system must have the ability to electronically assign, route, and activate the organization's business operations and decision processes through system-controlled rules. Electronic version control, grouping of and securing of documents shall be provided. The system must be able to validate the authenticity of any individual transmitting information electronically and ensure the security of the information. The system must be able to electronically create, deliver, and customize document content across the enterprise. All the documents generated by the system must be electronically filed by type, legal use, and date to obey important file retention/destruction requirements. Detailed criteria are provided in [Appendix B - Functional Requirements](#).

## **4.3 Interfaces with Delaware Specific Applications**

The Enterprise Document Management application should provide the ability to develop interfaces with the following Delaware specific applications: Vendor is to provide in the proposal a high-level estimate of time and costs to work with Department technical staff to develop interfaces to third party applications, such as:

- 4.3.1 Primavera: Specifications shall be made available prior to the start of this project task. The Vendor will work with Department personnel to define, design, develop, and implement this interface.
- 4.3.2 Trns\*port: Specifications shall be made available prior to the start of project. Department personnel, and the Vendor shall work together to define, design, develop, and implement these interfaces.
- 4.3.3 ESRI GIS: Specifications shall be made available prior to the start of project. Department personnel, and the Vendor shall work together to define, design, develop, and implement these interfaces.
- 4.3.4 PeopleSoft Financials: Specifications shall be made available prior to the start of project. Department personnel, and the Vendor shall work together to define, design, develop, and implement these interfaces.
- 4.3.5 Web access for internal and external users: Specifications shall be made available prior to the start of project task. The Vendor will work with Delaware personnel to define, design, develop, and implement this interface.

#### 4.4 Testing and Acceptance

The Vendor must develop a complete testing and acceptance plan, and develop testing scripts, for approval by the Department.

The Vendor shall provide updated user manuals prior to the testing and user acceptance phases of this project.

The Vendor shall provide an efficient way to capture and track all errors occurring during testing and production environment setup, system implementation, data conversion, unit testing, system testing, and training but not limited to these tasks. All errors, their resolutions and alternative proposed solutions should be logged, maintained, and provided to the Department.

### 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>.

The DTI required standard technologies that will be considered for a document management system are: EMC Documentum; IBM FileNet; Hyland OnBase; and Oracle Content Management and can be viewed at; <http://dti.delaware.gov/pdfs/pp/DocumentImagingStandard.pdf>.

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 minimum recommended workstation configuration as well as the minimum scanner hardware configuration. Workstation configuration recommendation is to include CPU, memory requirements, disk space, and operating system and any additional hardware and software required to run the application proficiently. The proposal must indicate where substitution can be applicable. Also include product names, specific vendors, and versions of the products. The Department prefers to have the flexibility to substitute standard hardware platforms, operating systems, application servers, data servers, etc. where feasible.
- 5.2.3 Internal and external users such as Department personnel, other divisions, state and federal agencies, constituents, shall access and create documents (ex. Permit requests) and review the status of their requests online in a secure environment with the option to produce hardcopy. Proposal must specify in detail the security and methodology to access the web-based system for both internal and external users. Proposal must include any similarities and differences between intranet / state users and Internet / non-employee users. Proposal must include how the system shall protect and secure the data and the business of the Department from external users over the Internet. The system shall incorporate role based security, providing external users secure access to their information only, using the State's secure single sign-on technology.

### **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.

The system must utilize, per State Policy, Identity and Access Management (IAM) Service. The system should provide the ability to track changes made to data on the system, the dates, and ID of user who worked on a document and what was modified.

The Department has implemented Secure Socket Layer Virtual Private Network (SSLVPN) technology to secure and protect information across public and private (State) networks. Enterprise Document Management system will reside within the State's secure Demilitarized Zone (DMZ) and the Department's firewall.

All servers for Enterprise Document Management software shall reside in one or more DMZs on the State's network.

Some data or information is considered "Private or Confidential"; these data types must be protected during transport across the network and also in database files. The system should provide encryption for confidential transactions between the web browser and server and from server to server.

### **5.4 Data Conversion**

The proposer must specify details of a data conversion schedule including data conversion plan, performing the actual data conversion, tracking and correcting conversion problems, data massaging, data mapping, and data validation. The Vendor shall work with Department personnel to accomplish this task. The systems to be converted from are: DocStar, Falcon, Paperflow, and scanned documents existing in electronic folders / directories at the Department.

### **5.5 Training Requirements**

The Vendor shall develop and prepare a training curriculum and user manual, and provide hands-on training to train Department trainers at a minimum. The user-training manual shall include but not be limited to the following: explanation, instructions, and data entry of sample cases, error corrections, edits, screen shots, sample reports, and all associated interfaces.

Various types of training such as End User training, System Administration training, DBMS training, and ad-hoc report writing training shall be provided to appropriate personnel. The training plan should include required skill levels of the participants. The plan should include any preparatory work that the Department shall be responsible for including; setting up training environment (room and hardware), implementing software, creating database(s), student ids, etc. prior to the Vendor conducting the training.

The Vendor shall develop a training plan that specifies the approach and the steps to be taken to ensure necessary skills and abilities are learned by Department personnel to operate the application. The plan shall include timing of training and knowledge transfer efforts and the steps that they shall take to verify that required knowledge has been transferred and retained (tracking and monitoring the effectiveness of the training).

### **5.6 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.

## 5.7 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:

- 5.7.1 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.
- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 Programmers Guide shall include program names, description, and functions they perform, types, external calls - called by and called from.
- 5.7.5 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.
- 5.7.6 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.
- 5.7.7 Users / Training Guide shall follow an industry standard that can be used as a User’s Manual.

- 5.7.8 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.

## **5.8 Application Availability and Performance**

- 5.8.1 The Department's normal working hours are 8:00 A.M. to 4:30 P.M. local time, Monday through Friday. The system shall provide the ability for Internet users and Department personnel to have access to the system 24 hours per day, 7 days per week except for scheduled downtime for maintenance and backups.
- 5.8.2 The application must have acceptable performance and response time (should be within four (4) seconds for a transaction completion) throughout normal over-the-counter working hours to facilitate quality customer service. It cannot negatively affect performance of the current on-line response time or the batch processing of the data processing systems that are supported on the Department's and State of Delaware's network.

## **5.9 Project Management Requirements**

- 5.9.1 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, Application Training, and Documentation.
- 5.9.2 The Vendor must provide a separate project work plan for data conversion of existing electronic data. This work plan is to be provided with the same criteria as noted in the previous paragraph.. The conversion plan must include Planning, Development, System Testing, and Implementation.
- 5.9.3 The Department shall review each Project Plan for approval. Project Management Requirements are described in [APPENDIX C – Project Management](#).

## **5.10 Support and Maintenance Requirements**

The Vendor must provide personnel and software necessary to ensure the Enterprise Document Management system is operating within performance levels that are approved by the Department.

The Vendor shall maintain the software and operation of the system in a manner described in the contract documents for a period of up to seven (7) 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 DelDOT staff is required. Support and Maintenance requirements are described in [APPENDIX A - Support and Maintenance Requirements](#).

## **5.11 Department's Responsibilities**

The Department's responsibilities shall include:

- 5.11.1 Providing hardware and operating system software for the new system, workstations and equipment to access the new system, training facilities, and project oversight.
- 5.11.2 The Department shall provide Technical Teams consisting of a Project Manager, Network, Hardware, and Database Administrator to assist with all phases of the project. 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.

Proposers are urged to contact the Department (as indicated in section 1. E- Inquires) via e-mail and submit up to two email addresses where e-mail notifications can be sent concerning this solicitation, such as addendums, Questions and Answers, etc. This does not relieve the proposer from their responsibility to frequently check the [Website](#) for updates. All communications by the Department to proposers shall be made via e-mail.

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 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.

### 6.3 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: "**Document Management Proposal**".

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 day's notice, by posting such notice on the [Website](#).

### 6.4 Submitted Copies

An "original" (so marked) and five paper copies of each proposal, and one duplicate electronic copy on CD 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 for the Department to comply with the State of Delaware's Freedom of Information Act, proposers are requested to prepare one (1) additional copy of their proposal with any proprietary or confidential information redacted. This copy should be clearly marked as "Redacted Copy" and submitted along with the other required proposal paper copies.

This redacted copy should also be included on the electronic CD, again clearly identified as “Redacted Copy”. Proposers should review Delaware’s Freedom of Information Regulations, section 6, Requests for Confidentiality, on the [state’s Website](#), and [Section 10002\(g\) “Public Record”](#) of the Delaware Code to determine what information may be considered proprietary or confidential and may be redacted.

## 6.5 Cost of Proposals

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.

## 6.6 Proposal Submission, Section 1, BUSINESS

The Section 1 proposal is to be separate from the Section 2 proposal, bound, tabbed, and collated and in the order shown below. Please reference the paragraph numbers for each section below and include the underlined headings.

The front of the submission is to contain the name of the proposing firm, and the title:

Enterprise Document Management System  
PROPOSAL SUBMISSION  
SECTION 1, BUSINESS

### 6.6.1 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.

### 6.6.2 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.

### 6.6.3 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.

### 6.6.4 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.

#### 6.6.5 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 July 15, 2012. Describe anticipated number of personnel on-site during development and implementation.

#### 6.6.6 Financial Statements

Provide CPA reviewed or certified financial statements from the previous two fiscal years.

#### 6.6.7 Assurance

The basis for assurance (Letter of Surety) confirming your firm can meet the bonding requirements.

#### 6.6.8 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.

#### 6.6.9 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.

#### 6.6.10 Submission Form

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

#### 6.6.11 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.

#### 6.6.12 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 three-five-and-seven 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.

## 6.7 Proposal Submission, Section 2, TECHNICAL

The Section 2 proposal is to be separate from the Section 1 proposal, bound, tabbed, and collated and in the order shown below. Please reference the paragraph numbers for each section below and include the underlined headings.

Insert a divider with a tab marked as underlined below. Each page is to be consecutively numbered and contain the name of the proposing firm in the upper right hand corner.

The front of the binder is to contain the name of the proposing firm, and the title:

Enterprise Document Management System  
PROPOSAL SUBMISSION  
SECTION 2, TECHNICAL

### 6.7.1 Project Management

Insert a paper copy of your project plan as described in [APPENDIX C - 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 July 15, 2012.

### 6.7.2 Support and Maintenance

Insert a copy of your standard Support and Maintenance agreement. Include [APPENDIX A – Support and Maintenance Requirements](#) and insert pages listing any issues, concerns, clarifications, questions, or provide confirmation addressing each section in the Appendix.

### 6.7.3 System Components

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.

### 6.7.4 Security

Specify in detail the security and methodology to access the system for both internal and external users. Proposal must include how the system shall protect and secure the data and the business of the Department from external users over the Internet as well as from internal users based on security access.

### 6.7.5 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. The Department is responsible for providing all system hardware.

### 6.7.6 System Functions

Describe the major Enterprise Document Management system functions. Complete and insert the referenced Excel spreadsheet, [APPENDIX B – Functional Requirements](#), into your proposal document, responding to all listed criteria.

### 6.7.7 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 internal and external user shall be able to view the reports / data online in a secure environment with the option to produce hardcopy. External users shall have access to their information only.

### 6.7.8 Data Conversion

Describe the approach to the conversion of existing Department electronic documents, including recommended preparatory steps to be taken by the Department.

## **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.

Presentations, if requested by the Department, 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 Scoring and ranking shall take place after the Department closes all negotiations.

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

<b>CRITERIA</b>	<b>WEIGHT %</b>
Degree of Fit and Approach for the Functional Requirements.	25
Three, Five, or Seven year Life Cycle Cost.	25
Degree of Fit and Approach for the IT Requirements.	21
Project Organization: work plan, schedule and Personnel.	19
Corporate Background, Enterprise Document Management Experience.	10
<b>TOTAL</b>	<b>100</b>

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

7.4.6.1 Degree of Fit and Approach for the Functional Requirements

This section shall address each proposer's compliance with Functional requirements and the ease and simplicity of operation, as well as the fit for Enterprise Document Management solution. It shall also address all other proposal categories not listed above, with the exception of cost.

7.4.6.2 Three, Five, or Seven year Life Cycle Cost

Points shall be awarded for Life Cycle Cost as determined below. Life Cycle Cost includes full implementation, software, modification, licenses, expenses, and maintenance and support for each of the proposed terms. The determination to use the three, five or seven year Life Cycle Cost will be made by the committee. If a proposal is not found to be reasonably likely to be selected for award, this category will be assigned a score of zero.

Points are determined using the formula  $FS = (LF/OF) MP$ , where:

- FS = Full Life Cycle point score for the Proposer.
- LF = Lowest Full Life Cycle Cost from an acceptable proposal.
- OF = Full Life Cycle Cost provided by the proposer.
- MP = Maximum points available.

#### 7.4.6.3 Degree of Fit and Approach for the Information Technology (IT) Requirements

This section shall address each proposer's compliance with IT requirements and the ease and simplicity of operation, as well as the fit for Enterprise Document Management solution.

#### 7.4.6.4 Project Organization: work plan, schedule and Personnel

This section shall address each proposer's approach, work plan, schedule, and personnel 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, the number and skill sets of personnel to be committed by the proposer; and the project schedule.

#### 7.4.6.5 Corporate Background, Enterprise Document Management Experience

This section shall address each vendor's corporate background and experience successfully implementing similar Enterprise Document Management software solutions for projects of similar size, scope and complexity. This section shall be scored based on a number of factors including, but not limited to; financial stability; references; and number of years experience in Document Management software solutions.

## 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:

- Proposal Package, paper, consisting of Section 1 Business,
- Proposal Package, paper, consisting of Section 2 Technical,
- Submission Form (attached), paper, completed and signed,
- Certification Form (attached), paper, completed and signed,
- One redacted paper copy of the full proposal, so marked,
- One full proposal and one redacted proposal on CD.

*end*

# **PROPOSAL FORMS**

## **CONTRACT No. 1615**

# SUBMISSION FORM

## Department of Transportation Request for Proposal 1615

### Enterprise Document Management System, Software, and Implementation

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

We have read Request for Proposal number 1615 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. 1615

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. 1615

**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:	Estimated Hours	Total Cost
Application, Configuration, Development		
Initial Licensing cost	n/a	
Any subsequent Licensing cost	n/a	
Enterprise Document Software	n/a	
Project Management		
Custom Software preparation		
System Implementation		
Delaware specific interfaces		
Testing		
Data Conversion		
End User Training		
Other:		
<b>SUB TOTAL:</b>		
3 year Maintenance & Support agreement / year	////////////////	
Full Proposal with 3 year Maintenance & Support	<b>TOTAL:</b>	
5 year Maintenance & Support agreement / year	////////////////	
Full Proposal with 5 year Maintenance & Support	<b>TOTAL:</b>	
7 year Maintenance & Support agreement / year	////////////////	
Full Proposal with 7 year Maintenance & Support	<b>TOTAL:</b>	

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(THIS FORM MUST BE COMPLETED AND TURNED IN WITH YOUR PROPOSAL)  
**APPENDIX A - Support and Maintenance Requirements**

01. 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 transaction completion.
02. The vendor shall maintain the software necessary to operate efficiently.
03. Non-severe items identified during “System Acceptance” shall be corrected within 6 months of the final acceptance.
04. 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.
05. The successful vendor shall provide technical bulletins, updated system and user guides as necessary.
06. 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.
07. 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.
08. 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.
09. 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.
13. Department OIT personnel shall perform preliminary troubleshooting before calling the successful vendor’s helpdesk or IT direct contact. Department OIT personnel shall ensure that the PC, Server, hardware or network connection, user password are not the cause of the problem.
14. The responding time shall change according to the severity / priority of the problem.
  - Priority – Immediate – Level 1:

Immediate - Level 1 is defined as urgent situations, when entire application, or part, portion or module of the application is down, and the Department is unable to use the application and unable to perform work during the Departments’ business hours. The successful vendor’s technical support personnel must accept OIT personnel’s call for the assistance, if vendor’s IT personnel is not immediately available, vendor IT personnel must respond immediately (within 30 minutes) after initial contact has been made and start working on the troubleshooting and resolution immediately. The vendor shall resolve Level 1 problems

within four hours unless the vendor has notified Department the reason for the resolution delay and Department has approved delay in resolution.

▪ Priority – High or Level 2:

High - Level 2 is defined as critical situations, when part, portion or module of the application has some problem that causes Department not to perform routine work during the Departments' business hours; workaround resolution to the problem is available and OIT has called for assistance, vendor IT personnel must respond within one hour after initial contact has been made and start working on the troubleshooting and resolution on same day. The vendor shall resolve Level 2 problems within seven hours unless the vendor has notified Department the reason for the resolution delay and Department has approved delay in resolution.

▪ Priority – Medium: Level 3:

Medium - Level 3 is defined as minor problem situations, that exists with the application but majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used command gives incorrect response.) and OIT has called for assistance, vendor IT personnel must respond within one day after initial contact has been made and start working on the troubleshooting and resolution within three days. The vendor shall resolve Level 3 problems within three days unless the vendor has notified Department the reason for the resolution delay and Department has approved delay in resolution.

▪ Priority – Low: Level 4 and “General Assistance”

Low: Level 4 and “General Assistance” is defined as very minor problem situations, that exists with the application but does not affect any function (for example, a text message has incorrect spelling or not meaning full wording) and OIT has called for assistance, vendor IT personnel must respond with-in three days after initial contact has been made and start working on creating “work request and provide resolution within reasonable time.

15. 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.

*(end)*

## **APPENDIX B – Functional Requirements**

FUNCTIONAL AND TECHNICAL REQUIREMENTS – Proposer Response

**APPENDIX B – FUNCTIONAL REQUIREMENTS, IS PROVIDED AS AN EXCEL  
SPREADSHEET TO BE COMPLETED BY EACH PROPOSER AND  
SUBMITTED AS PART OF THEIR PROPOSAL PACKAGE.**

The Excel file is available at [www.bids.delaware.gov](http://www.bids.delaware.gov) listed under this project as **APPENDIX B**.

Instructions for completing the spreadsheet are found on the first tab, labeled “Instructions”. Fill out the second tab labeled “Submission” and specify if each specific criteria is provided by your proposed solution, and if so how, by marking the appropriate column. Comments may be added on the form, or if extensive, as additional sheets, identifying the criteria number and adding your comments.

**Disclaimer: Any criteria marked as mandatory may be revised if no proposer can provide the criteria and/or proposer has an alternative approach to provide the functionality.**

## APPENDIX C - Project Management Requirements

01. Project Plan shall be developed, tracked, and managed using Project Management tools.
02. 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. A data conversion schedule is also to be provided. The project plan should also describe the deliverables, alternative solutions, and allow adequate time for deliverable review and approval and the change control process.
03. 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.
04. 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.
05. 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.
06. Successful vendor shall provide detailed, written weekly status reports as appropriate at the stage of the project-to-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.
07. 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.
08. 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.
09. The successful vendor and their personnel shall provide information and reports for audits. If needed they shall attend audit meetings.
10. Cost estimation document must include: high level task (Function), task description, estimated development / original fixed cost, maintenance cost, training cost, enhancement, and other / miscellaneous cost, and total cost.
11. Time estimation document must include: task (Function), task description, estimated time for

development, testing, training, enhancement, other. It shall also include total estimated time for the individual phases and for the entire project.

12. The successful firm shall keep Department personnel informed during development, testing, implementation and operation phases of all modifications.
13. Successful vendor must provide qualified and accurate technical resources to accomplish this project's tasks accurately and efficiently.
14. Provide job experience / resume for Project Manager, Key Technical Team Members, and trainers / instructors.
15. Provide current average of actual hourly salary rates for all categories of personnel working on this project to be used as reference should additional work be requested by the Department.
16. Key Technical Team member and Project Manager shall not be removed from the Project without the Department's prior approval.
17. If the Department determines that any vendor resource is not meeting expectations on the project, the Department reserves the right to require the resource be replaced.
18. Project Manager should have IT project management and system development, implementation experience in managing projects that are similar in scope and successfully implemented. It is preferred that Project Manager has experience in the configuration and implementation of an Enterprise Document Management system. Project manager must have supervisory skills and be able to work in cooperative team environment and mentor clients.
19. Key Technical Team Members should have at least three (3) years of experience in the configuration, deployment / implementation of an Enterprise Document Management system. They must be able to work in a cooperative team environment and mentor clients.
20. The successful vendor shall secure at his own expense, all personnel required to perform the services required under this project.
21. 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.
22. None of the work or services covered by this project shall be subcontracted without the prior written approval of the Department.

*end*

**Office of the Secretary**

The mission of the Office of the Secretary is to manage the State transportation system to accomplish the department's mission through internal and external executive leadership for the department and to represent the Governor where appropriate.

**Key Objectives**

- Provide leadership and direction to the department in support of the Governor's Livable Delaware Implementation Plan and Statewide Long-Range Transportation Plan.
- Enhance the working relationships between the department and various external groups, including, but not limited to, other State agencies, the legislature, municipal governments and civic associations.
- Assist the department in the protection of public assets and recovery of damages to those assets as allowed by law.

**Finance**

The mission of Finance is to identify, acquire and manage the fiscal resources necessary to support the department in the accomplishment of its goals and objectives.

**Key Objectives**

- Serve as stewards of the department's financial functions and systems; financial statement preparations; and federal, State and Department independent audit processes.
- Develop and manage the operating and capital budgets (including federal transportation appropriations and grants) that support Livable Delaware goals and other key departmental objectives.
- Collect receivables in a timely and efficient manner.
- Process payables through a variety of sources maximizing the use of the State SuperCard and Automated Clearinghouse (ACH) transactions.

**Maintenance & Operations**

The mission of Maintenance and Operations is to maintain and operate a convenient, safe, efficient, cost-effective, and environmentally sensitive highway system for the movement of people and goods on behalf of commercial, recreational and personal customers.

**Key Objectives**

- Develop an equipment replacement plan to meet operations needs and manage equipment to achieve expected life cycle performance.
- Manage the Community Transportation Fund (CTF), insuring that requests are estimated, responded to and funded in an appropriate time frame.

**Planning**

The mission of Planning is to provide comprehensive transportation planning and development coordination services to address the mobility needs of Delaware residents, as well as visitors to the State.

**Key Objectives**

- Work with customers to create plans that will result in a comprehensive system of transportation options in coordination with Livable Delaware goals and the State Strategy and county comprehensive plans.
- Provide transportation information and advice to local governments with land use decision-making responsibilities to help coordinate zoning, subdivision and annexation decisions among state agencies, counties and municipalities.
- Acquire real estate needed for protecting and improving the state's transportation system.
- Support the state's effort to discover and solve transportation problems by collecting, analyzing, summarizing and publishing transportation related data in both tabular and graphic form that is also geographically enabled.

### **Public Relations**

The mission of Public Relations is to support the department's programs and policies by planning, developing and executing a variety of programs and customer services including: coordination and response to citizen, media and legislative requests and concerns; implementation of a proactive communication program to inform the public of department policies, projects and programs; and provide training, technical assistance and support services for department personnel in the area of media relations and customer service.

### **Key Objectives**

- Inform customers through media releases, briefings, and events of department policies, projects and programs.
- Increase awareness of the department's programs and policies with members of the General Assembly through scheduled briefings and For Your Information (FYI) series.
- Improve coordination and assistance to counties and local governments.
- Inform the public and media of important transportation issues that answer public questions and concerns.
- Increase public notification and participation in the department's workshops, hearings, projects and programs.

### **Technology & Support Services**

The mission of Technology & Support Services is to provide a timely and accurate operating support network that will assist the department in the pursuit of its goals.

### **Key Objectives**

- Support the Governor's Livable Delaware initiative for economic development as it relates to the growth of small and minority businesses.
- Explore opportunities for e-government to improve service with the business community.
- Ensure that the support needs of the department are met in the areas of facility management, contract administration and audit.
- Provide technical services including technical end-user training, 24/7 help desk support, desktop computer and telephone support, database administration, local and wide-area network administration, information systems and applications support, and information technology project management.

### **Transportation Solutions**

The mission of Transportation Solutions is to develop and construct safe, efficient and environmentally-sensitive engineering projects to meet identified transportation needs as guided by the Statewide Long-Range Transportation Plan.

**Key Objectives**

- Consistently deliver high-quality projects from concept through construction and ensure projects are completed on time as scheduled.
- Efficiently manage the delivery of the Capital Transportation Program.
- Maximize operational efficiency of the transportation infrastructure by effectively utilizing DelTRAC technology (video cameras, signal system coordination, etc.).
- Continue to inspect and rate all bridges maintained by state standards. Comply with all American with Disabilities Act (ADA) standards relating to curb ramps.
- Maintain a consistent testing environment to ensure all hot mix meets quality standards.
- Maintain traffic control devices statewide to ensure efficient and timely response to all incidences.

(end)

**BOND NUMBER**

**PERFORMANCE/PAYMENT BOND**

TO ACCOMPANY AND FOR CONTRACT NO. 1615

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
of \_\_\_\_\_ as **Principal**  
and \_\_\_\_\_ at: \_\_\_\_\_  
\_\_\_\_\_ as **Surety**, legally authorized to do business in the State of  
Delaware ("**State**"), are held firmly bound unto the **State** in the sum of  
\_\_\_\_\_ (\$0.00), to be paid to the **State** for the use and  
benefit of **DOT**, as well as for the use and benefit of the Division of Revenue in the case of claims  
under this bond for any and all taxes due the **State** relating to this contract, for which payment  
well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors,  
administrators, successors, and assigns, jointly and severally for and in the whole firmly by these  
presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the said above bounden  
**Principal** who had been awarded by the **DOT** of the **State** a certain contract designated by the  
parties thereto as Contract No. 1615, and the associated agreement, for Enterprise Document  
Management System, Software, and Implementation for the **State**, shall well and truly provide and  
furnish all services and payments to the **State** required under and pursuant to the terms and  
conditions of this Contract, and of the proposal, agreement, and specifications contained therein,  
and shall also indemnify and keep harmless the **State** and the **DOT**, from all costs, damages, and  
expenses growing out of or by reason of the work and completion of this Contract, and shall well  
and truly pay the **State** and all and every person required of this Contract, all and every sum or  
sums of money due him, them or any of them for which the **Principal** is liable; then this obligation  
shall be void or else to be and remain in full force and virtue; and the State or every person due  
payments from the **Principal** under the said contract may maintain an action on this bond for his  
own use in the name of the **State** in any court of competent jurisdiction for recovery of such sum  
or sums of money as may be due such person from **Principal**.

**ATTACHMENT 3 – Sample Escrow Agreement**

This Technology Escrow Agreement ("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



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.

(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 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 A 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 A. 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 A at annual anniversary date with sixty (60) days prior written notice to Beneficiary. If Beneficiary is not acceptable to Exhibit A 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 shall 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. The Depositor, the Beneficiary and certain third party licensors may own portions of the Deposit Materials subject to other agreements that are free of any prohibitions preventing the escrow, or release of the Deposit Materials.

## 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
  - 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.

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 1579

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:

800 Bay Road, PO Box 778  
Dover, DE. 19903  
Telephone: Fax:

(the escrow firm)

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.

*(Signatures are on following page. Remainder of this page intentionally left blank.)*

**Depositor Enrollment Form**

Whereas, the Delaware Department of Transportation ("Beneficiary") and (the escrow firm) have entered into a Agreement dated March 2011 ("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:

Attn: \_\_\_\_\_

PO Box 778

Address: \_\_\_\_\_

Dover, DE 19903

City, State, Zip: \_\_\_\_\_

Telephone: (302)

Telephone: \_\_\_\_\_

Fax: (302)

Fax: \_\_\_\_\_

E-Mail:

E-Mail: \_\_\_\_\_

**(the escrow firm), LLC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B**

**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).