

**DELAWARE DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS**

**\*\* ADDENDUM 1 – August 14, 2017 \*\***  
**Proposals Due by Thursday, October 12<sup>th</sup> 2017.**



**Delaware Department  
of Transportation**

**CONTRACT NUMBER: 1833**

**DMV SYSTEM MODERNIZATION PROJECT**

**Delaware Department of Transportation  
Division of Motor Vehicles**

**PROPOSAL DUE DATE/TIME:**  
~~Thursday, September 7<sup>th</sup>, 2017~~ **Thursday, October 12<sup>th</sup> 2017.**

Proposals are to be delivered to:

Delaware Department of Transportation

Contract Administration  
800 Bay Road, Dover, Delaware 19903

by **2:00 p.m.** (local time) on proposal due date shown above.  
**DELAWARE DEPARTMENT OF TRANSPORTATION**  
**REQUEST FOR PROPOSALS**  
**DMV SYSTEM MODERNIZATION PROJECT**

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Delaware Department of Transportation  
Professional Services  
**REQUEST FOR PROPOSALS**



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**RFP Number: 1833**

**MOTOR VEHICLE AND LICENSE SYSTEM MODERNIZATION PROJECT**

Submission Due Date/Time: ~~Thursday, September 7th, 2017~~ **Thursday, October 12<sup>th</sup> 2017**

at 2:00 P.M. Local Time

29 Del.C. §6981

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**I. PROJECT INFORMATION**

This Request for Proposal (RFP) issued by the Delaware Department of Transportation's Division of Motor Vehicles (Department or DMV) is for the purpose of acquiring proposals from interested firms to assist the DMV in modernizing their existing Motor Vehicle and License System (MVALS) in order to eliminate dependence on antiquated technologies and limited technical resources to support them. The modernization project will move the Department to a more practical platform which will reduce ongoing costs and provide lower risk core architecture to support future Department needs. The Department desires a proven solution that can be modified to meet the specific needs of Department, implemented by a Contractor with experience in implementing Motor Vehicle systems of similar size and scope in other jurisdictions.

**II. QUESTIONS / CONTACT**

Responses to questions concerning the RFQ, submissions, and procedures may be obtained by submitting questions to the DOT Professional Services mailbox at [DOT.Profservices@state.de.us](mailto:DOT.Profservices@state.de.us). In order to ensure a timely response, questions must be submitted at least ten (10) business days before the Expressions of Interest due date. The Department's response to questions will be posted on the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov>.

**III. BACKGROUND**

**Department Overview**

The DMV is responsible for a variety of services to the general public. The DMV provides services from four separate facilities and processes over 911,000 registered vehicles and over 700,000 licensed drivers. The three main areas of responsibility of the DMV include vehicle services, driver services, and transportation services.

**Vehicle Services**

Vehicle services' responsibilities include vehicle inspection, uninsured motorist audits, collecting fines, and managing payment plans; data management and registering and titling vehicles. The DMV also offers various specialty and vanity license plates, and handicap placards. Delaware recycles license plate numbers and allows customers to switch tags between vehicles. Customers may also retain their tag for use on a vehicle in the future. Delaware utilizes the Title Number as the Tag Number. Vehicle services are responsible for performing over 490,000 vehicle inspections per year. The inspection program consists of a safety, brake, and emissions test. The emissions program is specified in Department of Natural Resources regulation. The vehicle services section of the DMV also serves the automobile and truck dealers by licensing dealers and vehicle recyclers and processing dealer title work. Division investigators assist with dealer licensing and ensure dealers follow all Delaware laws.

Vehicle titling is an important service offered by the DMV. These services include general titling transactions as well as vehicles purchased from out of state, mobile homes, salvage, unregistered, and antique vehicles, and details of the fees associated with these transactions. The uninsured motorist section works to ensure all Delaware drivers have vehicle insurance as required by the law.

Vehicle services also include motor carrier functions for interstate trucking and the motorcycle rider education program. The DMV participates in the International Fuel Tax Agreement (IFTA) and International Registration Plan (IRP) to support the State's trucking industry.

### **Driver Services**

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

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

### **Transportation Services**

Transportation services' responsibilities include the licensing and taxing of Delaware's motor fuel/special fuel dealers, monitoring of the State's retail fuel stations, issuing of oversize/overweight vehicle permits and licensing, and enforcement of public carrier rules and regulations.

### **Office Locations:**

Delaware City Division of Motor Vehicles  
2101 Mid County Drive  
New Castle, Delaware 19720

Greater Wilmington Division of Motor Vehicles  
2230 Hessler Boulevard  
New Castle, Delaware 19720

Dover Division of Motor Vehicles  
303 Transportation Circle  
Dover, Delaware 19903

Georgetown Division of Motor Vehicles  
23737 DuPont Blvd.  
Georgetown, Delaware 19947

**Stakeholders** affected by the System Modernization Project:  
Individual Customers, Division Employees

Governmental/Federal

Federal Motor Carrier Safety Administration, Social Security Administration, Department of Homeland Security, Selective Service, National Highway Traffic Safety Administration, Transportation Safety Administration, U.S. Citizenship and Immigration Services (SAVE)

#### Municipalities

Law Enforcement, County Police (New Castle), Capitol Police

#### Other State Agencies

Department of Elections, Department of Labor, State Treasurer's Office, Department of Technology and Information, Department of Natural Resources and Environmental Control, Department of Agriculture, Insurance Commissioner's Office, Department of Justice, Legislative Branch, Department of Safety and Homeland Security, Department of Education, Department of Health and Human Services, Department of Finance, Division of Revenue, State Police including SBI, Department of Corrections

#### Business

Automobile Dealers, Insurance Companies, Junkyard operators, Salvage yard operators (recyclers), Trucking companies, Rental car companies, Defensive driving companies, Ignition Interlock companies, Alcohol Evaluation Programs

#### Other Entities

American Automobile Association, Delaware Motor Transport Association, Delaware Farm Bureau, American Association of Motor Vehicle Administrators (CDLIS, NMVTIS, and future systems), Organ Donor Program

### **IV. PROJECT OVERVIEW**

#### **A. Intent**

The intent of this RFP is to solicit responses for the migration of MVALS off a mainframe to a web-based platform with the least disruption and impact to the current business process. The migration project includes identifying and implementing a solution to:

- Convert MVALS code from mainframe programming languages (Natural and COBOL) to Java or .NET (ASP and/or C#).
- Migrate (move) the MVALS Adaptable DATA BASE System (ADABAS) files to Microsoft Structured Query Language (SQL) Server or Oracle.
- Allow the Department to host the migrated web-based system at DTI in Dover, DE.

#### **B. Scope**

This document contains general information relating to the procedural requirements in the preparation of proposals to Department performance requirements and Proposer characteristics which must be met in order for a proposal to receive consideration. This document should not be considered an all-inclusive list of Contractor responsibilities, existing functionalities, stakeholders and requirements. This RFP and the selected Proposer's response will be made a part of the agreement with the Department.

The DMV also participates in the International Fuel Tax Agreement (IFTA) and International Registration Plan (IRP) to support the State's trucking industry. IRP and IFTA functionality should not be part of the proposed solution, but it should have the capability to interface with the recently modernized IRP/IFTA system.

#### **C. Confidentiality and Integrity of Data**

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

Contractor's employees may be required to sign a CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT prior to beginning any work.

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

**D. Security**

Data utilized for this project is not generally available to the public. Computer, network, and information security is of paramount concern for the Department. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your review. The Contractor must guarantee that any systems or software provided by the Contractor is free of the vulnerabilities listed in that document.

**E. Cyber Security Liability**

It shall be the duty of the Contractor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Contractor's agreement shall not limit or modify liability for information security breaches, and contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to contractor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Contractor. Contractor must comply with the State Cyber Responsibilities, Liability and Insurance requirements attached as *Appendix B*.

**V. PROJECT REQUIREMENTS**

The project will consist of two phases; Phase One and Phase Two.

**5.1 Phase One – Modernization**

**5.1.1 Database Migration**

It is the Department's expectation that the mainframe database structure and data can be migrated to a relational database management system, Oracle or SQL Server, by configuration rules and tools provided by the Contractor. Other than requirements gathering and technology setup, there is little need for technical resources provided by the Department. Therefore, it is the Department's expectation that the Contractor shall provide resources to accomplish this portion of the project.

**5.1.2 Migration of Core Application Code**

It is the Department's expectation that the application code can be migrated to Java or .NET (C# and/or ASP) by configuration rules and tools provided by the Contractor. Other than requirements gathering and technology setup, there is little need for technical resources provided by the Department. Therefore it is the Department's expectation that the Contractor shall provide resources to accomplish this portion of the project.

### **5.1.3 Forms and Notifications**

Currently in MVALS, forms are generated using a Lexmark utility. The mainframe interface to this utility will need to be modified by the Contractor in order to operate properly on the new platform.

### **5.1.4 Data Exchange Interfaces with Partners**

There are many interfaces that consume MVALS data and MVALS consumes data from many interfaces. This information should be considered as part of the scope of this project.

### **5.1.5 Test Scripts**

Test Scripts can be created and captured through normal daily use of the implemented system for future testing use.

### **5.1.6 User Interfaces**

User interfaces are expected to be minimal impacted as a result of the migration.

### **5.1.7 Phase One - General Requirements**

- 5.1.7.1 Fully migrate the existing Delaware Motor Vehicle System (MVALS) to current technology.
- 5.1.7.2 Provide technical support to resolve issues related to the implementation or operation of the resulting migrated system.
- 5.1.7.3 Provide a toll-free phone number and email address for the Department's System Administrators to reach the Contractor's technical support staff.
- 5.1.7.4 At a minimum, provide technical support from 8:00 a.m. to 4:30 p.m. Eastern Standard Time, Monday, Tuesday, Thursday and Friday, except on state holidays. And 12 p.m. to 8:00 p.m. Eastern Standard Time on Wednesdays except on state holidays. There should be no restrictions on the frequency of calls or the time needed to provide technical support to the satisfaction of the Department throughout the life of the contract. Additionally, a SLA will be developed reflecting the guidelines for support.
- 5.1.7.5 Ensure all work related to the migration of customer data from the MVALS system will be performed on-site in support of Delaware's security policies.
- 5.1.7.6 The Contractor is to perform the entire project through a phased implementation of the replacement system. Each activity has a deliverable that must be submitted to the Department for approval. The Department will have a minimum of 10 business days to review each deliverable and provide feedback.

### **5.1.8 Phase One - Department Requirements**

The Department will provide:

- 5.1.8.1 A project manager who will represent the Department in project meetings and who will coordinate Department staff involvement for the migration.
- 5.1.8.2 User Acceptance testing in a Quality Assurance (QA) environment to ensure the migrated system functions as it did before migration.
- 5.1.8.3 The existing MVALS code and database to be replaced.
- 5.1.8.4 Office space, desks and other furniture, adequate computer resources, telephone and facsimile service, copying, and other normal office equipment which may be necessary in connection with the Contractor's performance of the services working at the Department's site.

### **5.1.9 Phase One - Technical Requirements**

The Contractor shall ensure their solution meets the requirements below:

- 5.1.9.1 Browser Support  
The migrated system shall run as a thin client within the following web browsers without the



need for browser plugins or applets specific to the application.

- MS Internet Explorer version 11 or above
- Google Chrome version 46 or above

#### 5.1.9.2 Application Servers

The migrated system shall run within the Department's target architecture

#### 5.1.9.3 Database Management System (DBMS)

The DBMS chosen by the Department to host the data is either Microsoft SQL Server version 2014 or Oracle version 12.1.0.2.0. The migrated DBMS shall run within the Department's target architecture.

##### 5.1.9.3.1 Client Desktop System and Operating System

The migrated system shall NOT have dependencies on any desktop client operating hardware or operating software. As long as the client computing environment can execute the full feature version of the web browsers identified in this section 3.2.2.1, then the client computing environment should have no other bearing on the migrated application.

##### 5.1.9.3.2 In general, the Department has no requirement for the migrated system to work on mobile devices other than a mobile device, such as a tablet, that can run the full version of the identified web browsers.

### 5.1.10 Phase One - Technical Design Document

The Contractor must provide a Technical Design Document detailing Phase One of the project. At a minimum, the Technical Design Document must include:

- System and Network Architecture according to Statewide Architecture Requirements
- Hardware and Software requirements
- Database design to include at a minimum the overall architecture, the logical data model, the physical data model, and the data dictionary
- System Component Listing and Description Interface design
- Screen layouts
- Screen functions and field edits
- Procedural Design such as Use Cases including
  - Processing specifications
  - Special conditions/exception processing
- Outputs

### 5.1.11 Phase One - Migration Requirements

#### 5.1.11.1 Application Code - The Contractor shall ensure their solution meets the requirements below:

##### 5.1.11.1.1 Convert MVALS, consisting of Natural and COBOL components, to the Department's Java-based target architecture or .NET ASP and/or C#. The Department understands there may be some code that can only be migrated by hand due to unforeseen constraints although it is the expectation of the Department that the majority of the code shall be automatically converted. The Department expects the Contractor to provide resources required to hand modify the code that cannot be automatically converted.

##### 5.1.11.1.2 The Contractor shall perform testing of the delivered system (migrated code and database) that demonstrates features that are functionally equivalent to the current MVALS capabilities and that performs as it does prior to work commencing.

#### 5.1.11.2 For the purpose of migration, if the tools the Contractor uses to migrate the code require something different than the standard Department technology, it is the expectation of the Department that the Contractor provide this infrastructure.

5.1.11.3 Once MVALS is converted, it is the Department's expectation that all subsequent system maintenance and modification will be done in the new migrated system and there will be no need for synchronization and compatibility with the current MVALS system. However, during implementation the Department must allow critical and regulatory changes to be made to the Mainframe. The Department understands that once the final code conversion run is executed, if critical changes are needed before go-live on the converted MVALS, the Department will provide resources to make the changes in both MVALS mainframe and the newly converted MVALS.

5.1.11.4 It is the Department's desire to provide an abstract Java class or .NET class that can be used as the base class that converted Java classes or .NET classes derive from.

5.1.11.5 It is the Department's desire that the Contractor's tools used to perform the conversion of the code, support the ability to change the name of the Java Class or .NET Class to something more meaningful than the names of the Natural/COBOL programs. It is desirable that this be automatic and driven from a mapping source document defined when the project starts.

5.1.11.6 Database

The current database for MVALS is Adaptable DAta BAse System (ADABAS). The Contractor shall ensure their solution meets the requirements below:

5.1.11.6.1 Ability to convert the ADABAS database to Microsoft (MS) Structured Query Language (SQL) Server or ORACLE SQL.

5.1.11.6.2 Automatically convert the ADABAS schema and migrate data to a functional equivalent schema in the target database management system. There is no Department requirement for hand creating or modifying the targeted database for the migrated system to function as it did prior to migration.

5.1.11.6.3 For the purpose of migration, if the tools the Contractor uses to migrate the data require something different than the standard Department technology, it is the expectation of the Department that the offer or provide this infrastructure.

5.1.11.7 Interfaces

The Contractor shall ensure their solution meets the requirements below:

5.1.11.7.1 Code that exports data into files for sending to interface consumers and code that imports data from files received from interface providers shall function as they do currently.

5.1.11.7.2 Code that provides data via web services or code that MVALS uses to obtain data via web services shall function as it does currently. The data and interface web services interface definitions should not change.

**5.1.12 Phase One - Security**

MVALS contains information related to the client that must meet Personally Identifiable Information (PII), Federal Tax Information (FTI) guidance and regulations and Social Security Online Verification security requirements. The Contractor shall ensure their solution complies with the regulations and guidelines for security as previously stated and meet the following requirements for the migrated system:

5.1.12.1 All Department staff that use the migrated system exist in Active Directory. Contractor employees shall be identified and authenticated via this technology. Currently MVALS controls access to features via roles via RACF. Authorization after migration shall remain role-based utilizing AD.

5.1.12.2 For external access to MVALS applications (if required), the Department will utilize DTI's SSO (based on Oracle Identity Management) and/or Active Directory Federation Services (ADFS).

### **5.1.13 Phase One - Department Infrastructure**

The Contractor shall support development, training testing, quality assurance, and production environments considering the constraints below:

- 5.1.13.1 The Department has implemented a virtualized technical architecture generally supported by the Cisco Unified Computing System solution and scalable blade based server infrastructure.
- 5.1.13.2 Initially, the Department plans to host the infrastructure in its off-site data centers in Dover, DE. The Contractor proposed solution should not preclude these services from being hosted with a cloud provider.
- 5.1.13.3 The Department has implemented disaster recovery for critical business functions through the use of geographically separated data. This disaster recovery strategy should be leveraged by the resulting system.

### **5.1.14 Phase One - Implementation**

- 5.1.14.1 The Contractor shall implement and manage the project to meet all agreed upon timelines per the agreed upon Implementation Plan. The Implementation Plan should address the activities related to the migration and all activities leading to a running and operational MVALS system on the new target architecture and technologies. This plan should identify the iterative delivery of capability and describe whether this includes iterative customer rollout. The Implementation Plan shall include:
  - 5.1.14.1.1 All implementation activities.
  - 5.1.14.1.2 Provide a Project Schedule which includes a detailed breakdown of the tasks necessary to provide the contract deliverables and the timeline for carrying out all tasks. The Project Schedule shall include tasks related to all phases of the project identified in the Implementation Plan, functions, and activities. At a minimum, the Project Schedule shall include:
    - 5.1.14.1.2.1 Preparation and delivery, including review and acceptance by the Department of:
      - 5.1.14.1.2.1.1 A detailed project management plan pursuant to industry standard guidelines for project management plans for major system implementation, including staffing and resource requirements.
      - 5.1.14.1.2.1.2 A detailed technical design that describes the use cases and steps for executing the migration.
      - 5.1.14.1.2.1.3 A training and post-implementation support plan for the system.
    - 5.1.14.1.2.2 Development and administration of a user test plan and provision of a test liaison to the Department during acceptance testing.
    - 5.1.14.1.2.3 Preparation and provision of concise, accurate weekly reports of the project's status to the Department outlining:
      - Main tasks worked on during the week,
      - Milestones reached,
      - Deliverables provided,
      - Main tasks to be worked on next week,
      - Project concerns and problems, and
      - Items needed from the Department's project management team, including a personal meeting or telephone conference to review the project status.
    - 5.1.14.1.2.4 Change Management Process – Preparation and documentation of a change management process for all proposed changes to the project plan once the plan is base-lined. The change management process shall include, but not be limited to, change requests and

approval levels, as well as associated risks. Additionally, the change management process shall address priorities and other relevant information pertinent to the proposed changes and the effect on the project in terms of time, money, and resources. Both parties, as part of the final Implementation Plan, shall mutually agree on the change management plan and processes.

5.1.14.1.2.5 Risk Management Plan – Preparation and documentation of a Risk Management Plan, including but not limited to, identification of all risks associated with the project, the triggers that will alert the project manager to the risk's likelihood of occurring, and a mitigation plan. Both parties, as part of the final Implementation Plan, shall mutually agree on the Risk Management Plan.

5.1.14.1.2.6 Documentation of all assumptions made in preparing the Implementation Plan and those associated with the completion of the project as well as what the Contractor needs the Department to provide in terms of resources, workspace, and computing environment.

5.1.14.2 The Contractor shall participate in a kick-off meeting within one (1) week of the contract effective date to review the draft Implementation Plan and all draft components. The final version of the Implementation Plan shall be submitted to the Department for review and approval within five (5) business days after the kick-off meeting.

### **5.1.15 Phase One - Quality Assurance**

The Contractor shall:

5.1.15.1 Implement, and maintain a Quality Assurance Plan that documents the processes to be used in assuring the quality of services provided for each requirement in the scope of work, including but not limited to, timely provision of services, professional quality reports and documentation, a process for addressing customer service issues, and a plan for addressing necessary changes resulting from changes in Department needs, findings of substandard performance, or other external factors.

5.1.15.2 Utilize a quality assurance process to ensure one hundred percent (100%) accuracy of the migrated data. There shall be zero (0) defects for all test cases performed by the Department during User Acceptance testing in the quality assurance environment.

5.1.15.3 Submit a final version of the Quality Assurance Plan to the Department for review and approval within ninety (90) calendar days after the contract effective date.

5.1.15.4 Meet as needed with Department staff to discuss progression on contract requirements.

## **5.2 Phase Two - Dealer Titling**

Utilizing the business rules for titling found in the MVALS infrastructure implemented in Phase One, provide the Delaware dealers an application to complete their own titling work and pay for it via a credit card.

### **5.2.1 Phase Two - Requirements Analysis**

The Contractor will be responsible for conducting Requirements Analysis with the appropriate Department and Contractor personnel. The baseline of these sessions will be the DMV Requirements for the Dealer Titling.

5.2.2 The Contractor must develop a Requirements Traceability Matrix (RTM) to document all Department requirements for the dealer titling. New or modified requirements identified throughout the project will be documented in the RTM by the Contractor following Department approval.

5.2.3 The Contractor must validate DMV requirements and gather additional functional and technical information required for developing the Dealer Titling.

#### **5.2.4 Phase Two - Technical Design Document**

The Contractor must provide a Technical Design Document detailing the functionality the Dealer Titling upon the Requirements Traceability Matrix. At a minimum, the Technical Design Document must include:

- System and Network Architecture according to Statewide Architecture Requirements
- Hardware and Software requirements
- Database design to include at a minimum the overall architecture, the logical data model, the physical data model, and the data dictionary
- System Component Listing and Description Interface design
- Screen layouts
- Screen functions and field edits
- Procedural Design such as Use Cases including
- Processing specifications
- Special conditions/exception processing
- Outputs

The final format and contents of the Technical Design Document will be provided to the Contractor by the Department following project initiation.

#### **5.2.5 Phase Two - System Development**

The Contractor is responsible for developing code based on the approved Requirements Traceability Matrix and Technical Design. During System development the Contractor shall conduct agreed upon, periodic system demonstrations of each system function to the Department Project Manager, Department Project Team, and others as deemed appropriate, for approval. Feedback will be provided by the Department Project Team during demonstrations which may require additional modifications.

#### **5.2.6 Phase Two - Testing**

The Contractor is responsible for performing unit testing, system testing, integration testing, load/performance testing, and developing an overall test plan and schedule which must be approved by the Department. As part of Contractor testing, documented test cases and test results must be submitted to the Department Project Manager for approval. Once the Department approves the results of the testing, the Department will conduct Acceptance testing.

The Contractor is responsible for providing support and software corrections during Department Acceptance testing. Acceptance testing will be conducted to confirm that the system meets the requirements as defined in the RTM and Technical Design Document, and that the system is functioning correctly. All system issues and bugs should be resolved by the Contractor prior to the Department acceptance testing.

The Contractor is responsible for providing a testing tool/module that will capture day to day user transactions to be converted to test scripts for testing the system.

#### **5.2.7 Phase Two - Implementation**

5.2.7.1 The Contractor is responsible for the successful implementation of the developed code. The Contractor shall implement and manage the project to meet all agreed upon timelines per the agreed upon Implementation Plan. The Implementation Plan should address the activities related to the development of the new system on the new target architecture and technologies. This plan should identify the iterative delivery of capability and describe whether this includes iterative customer rollout. The Implementation Plan shall include:

5.2.7.1.1 All implementation activities.

5.2.7.1.2 Provide a Project Schedule which includes a detailed breakdown of the tasks necessary to

provide the contract deliverables and the timeline for carrying out all tasks. The Project Schedule shall include tasks related to all phases of the project identified in the Implementation Plan, functions, and activities. At a minimum, the Project Schedule shall include:

- 5.2.7.1.2.1 Preparation and delivery, including review and acceptance by the Department of:
  - 5.2.7.1.2.1.1 A detailed project management plan pursuant to industry standard guidelines for project management plans for major system implementation, including staffing and resource requirements.
  - 5.2.7.1.2.1.2 A detailed technical design that describes the use cases and steps for executing the migration.
  - 5.2.7.1.2.1.3 A training and post-implementation support plan for the system.
- 5.2.7.1.2.2 Development and administration of a user test plan and provision of a test liaison to the Department during acceptance testing.
- 5.2.7.1.2.3 Preparation and provision of concise, accurate weekly reports of the project's status to the Department outlining:
  - Main tasks worked on during the week,
  - Milestones reached,
  - Deliverables provided,
  - Main tasks to be worked on next week,
  - Project concerns and problems, and
  - Items needed from the Department's project management team, including a personal meeting or telephone conference to review the project status.
- 5.2.7.1.2.4 Change Management Process - Preparation and documentation of a change management process for all proposed changes to the project plan once the plan is base-lined. The change management process shall include, but not be limited to, change requests and approval levels, as well as associated risks. Additionally, the change management process shall address priorities and other relevant information pertinent to the proposed changes and the effect on the project in terms of time, money, and resources. Both parties, as part of the final Implementation Plan, shall mutually agree on the change management plan and processes.
- 5.2.7.1.2.5 Risk Management Plan - Preparation and documentation of a Risk Management Plan, including but not limited to, identification of all risks associated with the project, the triggers that will alert the project manager to the risk's likelihood of occurring, and a mitigation plan. Both parties, as part of the final Implementation Plan, shall mutually agree on the Risk Management Plan.
- 5.2.7.1.2.6 Documentation of all assumptions made in preparing the Implementation Plan and those associated with the completion of the project as well as what the Contractor needs the Department to provide in terms of resources, workspace, and computing environment.

5.2.7.2 The Contractor is responsible for correcting any installation malfunctions.

## **5.2.8 Phase Two - Quality Assurance**

5.2.8.1 The Contractor shall:

- 5.2.8.1.1 Implement, and maintain a Quality Assurance Plan that documents the processes to be used in assuring the quality of services provided for each requirement in the scope of work, including but not limited to, timely provision of services, professional quality reports and documentation, a process for addressing customer service issues, and a plan for addressing

necessary changes resulting from changes in Department needs, findings of substandard performance, or other external factors.

- 5.2.8.1.2 Utilize a quality assurance process to ensure one hundred percent (100%) accuracy of the migrated data. There shall be zero (0) defects for all test cases performed by the Department during User Acceptance testing in the quality assurance environment.
- 5.2.8.1.3 Submit a final version of the Quality Assurance Plan to the Department for review and approval within ninety (90) calendar days after the contract effective date.
- 5.2.8.1.4 Meet as needed with Department staff to discuss progression on contract requirements.

### **5.3 Licensing**

- 5.3.1 All software components, whether run-time or used during the migration, shall be identified.

### **5.4 Development and Delivery of DelDOT System Interfaces as needed.**

### **5.5 Development and Delivery of necessary GIS Interfaces as needed.**

### **5.6 Delivery of a matrix (Quality Functional Deployment) to trace requirements to final system and software components.**

### **5.7 Delivery of a Software Bill of Material to be maintained if open source components are incorporated into the solution.**

### **5.8 Training**

The Contractor is responsible for developing and delivering training to Department Headquarters and Field Office Users that will be utilizing the system for each phase of the implementation. The Contractor will also be responsible for technical training to DMV IT personnel covering system functionality, software dependencies, programming techniques, troubleshooting, backup and restore functions, system maintenance and modifications.

The Contractor will provide a copy of the training aids for each training session, the training plan, and sign-up sheets showing all the Department staff that attended training. The training materials will be submitted to the Department Project Manager for approval prior to training. The Contractor will coordinate training sessions with the Department Project Manager.

### **5.9 Warranty**

The Contractor is responsible for providing a solution warranty period. This period will be at least six months from the date the last phase is accepted. The purpose of the warranty period is to identify and fix any problems that result from the system installation or problems with the design discovered during the warranty period. This includes, but is not limited to: resolving any software or interface problems, training questions, technical questions, backup failure, or malfunctions. Additionally, if the Department chooses not to exercise its option for post implementation support, the Contractor will work with Department personnel during the warranty period to adequately prepare the Department to support the system at the end of the warranty period.

The Contractor will notify the Department Project Manager at the end of the warranty period and provide a summary of any adjustments made to the system. This notification will include any further technical support information that will or can be provided (e.g., telephone numbers, service call costs and maintenance contract options). This notification will be given to the Department Project Manager who will confirm the end of the warranty period by signing the notification.

At the end of the Warranty Period the Contractor is responsible for providing any updates to the source code that occurred since implementation.

#### 5.9.1 Optional Post Implementation Support -

The Contractor must submit a comprehensive post implementation support proposal offering an optional annual system support contract. The proposal must include varying levels of support and include a description of the support services and approach for providing the support.

The price for annual system support costs beyond the warranty period, broken down yearly for a minimum five (5) year period is to be provided in the Price Proposal. The price should include all support costs (remote and on-site) including all required peripheral items.

## **VI. INFORMATION TECHNOLOGY STANDARDS AND POLICIES**

### **6.1 SYSTEM CODE & CURRENT TECHNICAL ARCHITECTURE**

The Department will make the current SYSTEM CODE of MVALS available to interested Proposers. In order to obtain this information, Proposers must complete and sign a Confidentiality (Non-Disclosure) and Integrity of Data (NDA) located in *Appendix F* and return it to [dot.profservices@state.de.us](mailto:dot.profservices@state.de.us). Once the signed NDA is received and executed, the information will be sent to the requesting Proposer. Proposers are encouraged to submit their signed NDA as soon as possible to allow maximum time to do an analysis of the system code.

### **6.2 Firms will be required to review and confirm they can adhere to the below listed Standards.**

The following information may be included in the proposer's initial submission (Proposal Format 8.4.7), but all information will be required of the most highly qualified firm when notified by the Department during the final selection process.

- Adhere to all [State Standards](#) pertinent to Cloud Services;
- Delivery of a Final System and Architectural Design per [State Architectural Review Board standards](#), to include a Data Model/Data Dictionary for DelDOT approval;
- Acceptance to the State's Cloud and Offsite Hosting Terms and Conditions, below;  
[Cloud and Offsite Hosting Policy](#)   
[Cloud and Offsite Hosting Template Public](#)   
[Cloud and Offsite Hosting Template Non-Public](#) 

## **VII. PROCUREMENT SCHEDULE**

Action Item	Date	Time
Deadline for Questions to ensure response:	Ten (10) business days prior to the proposal due date	2:00 P.M. Local Time
Final Response to Questions posted by:	Five (5) business days prior to the proposal due date	2:00 P.M. Local Time
Proposals Due by:*	<del>Thursday, September 7th, 2017</del>	2:00 P.M. Local Time



	<b>Thursday, October 12<sup>th</sup> 2017</b>	
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**NOTE:** Only asterisk (\*) marked date changes will be communicated (via posted Addendums).

## **VIII. PROPOSAL REQUIREMENTS**

The Department reserves the right to reject any and all submissions. Submissions become property of the Department and shall be retained electronically for a minimum period of three (3) years from the date of receipt. The Department reserves the right to any and all ideas included in this response without incurring any obligations to the responding firms or committing to procurement of the proposed services.

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

Joint venture submissions will not be considered.

Interested firms must submit the material required herein or they may not be considered for the project:

### **8.1 Proposals must be received prior to the Submission due date and time indicated above.**

Facsimile and E-mail responses to this RFP are not acceptable. No response hand-delivered or otherwise will be accepted after the above date and time. It is the responsibility of the submitter to ensure the Proposal is received on time. The Department's time is considered the official time for determining the cut-off for accepting submissions. To be considered for this agreement, firms must submit the Proposal as set forth herein. Any variation, including additions, may negatively impact the scoring.

Proposals are to be delivered to:

Contract Administration – RFP 1833  
Delaware Department of Transportation  
800 Bay Road  
Dover, DE 19901

Should the office be closed at the time responses are due (such as an unexpected event or inclement weather) the submission due date shall be the following business day, at the time originally scheduled.

### **8.2 Submit one (1) original and five (5) hard copies** of the Proposal to include the Technical and Initial Price proposal documents. Receipt of insufficient copies or non-compliance with providing the requested information in the desired format, may negatively impact the scoring.

### **8.3 Submit two (2) pdf format electronic copies** (e.g. CD, flash drive) of the Proposal to include the Technical and Price proposal documents; one original and one a redacted copy. The original must be a .pdf file of the original signed proposal as submitted and should be clearly marked "Original" on the cover page. The redacted copy must be a .pdf file of the original signed proposal with any proprietary or confidential information redacted, and this copy should be clearly marked as "Redacted" on the cover page. Electronic copies are to be submitted with the printed Proposal. The electronic redacted copy is required even if the submission contains no proprietary or confidential information.

Firms should review Delaware's Freedom of Information Regulations on the DelDOT Website <http://www.deldot.gov>, and Section 10002(l) "Public record" of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from their SOQ.

#### 8.4 **Proposal Format**

All proposals must be bound with documents 8.5"x11" with the name and address of the Proposer and the RFP number clearly written on the cover sheet. There are no restrictions on number of pages unless specified.

The RFP proposal submission must be clear and concise, allowing the selection committee to readily find information and expeditiously review proposals based upon the information requested. Concise responses are preferred.

Proposal responses are to be structured in the order shown below:

##### 8.4.1 **Cover Page**

The proposal must contain a Cover Page, showing the RFP number, Proposer's name and address, the contact person, title, contact person's telephone number, and email. The Cover page (one page) will serve as a letter of introduction and should identify the Proposer and be signed by the person(s) authorized to sign on behalf of and bind the Proposing firm.

##### 8.4.2 **Table of Contents**

The proposal should contain a Table of Contents to include section numbers with page numbers.

##### 8.4.3 **Executive Summary**

The Proposer must provide a one page summary of the highlights of their proposal.

##### 8.4.4 **Proposer Information**

- The Proposer must describe how it can offer the long-term commitment and the financial resources necessary to undertake the services required by this RFP. Based on past performance and future prospects, the Proposer must describe why the DMV can be confident of its company's viability for the next ten (10) years; the Proposer must include its most recent annual financial report.
- The Proposer must explain why its company is particularly suited to fulfill the requirements of this RFP. The Proposer must include its firm's primary business, years of operation, number of employees, ownership (public company, partnership, subsidiary, etc.), years of providing services as requested in this RFP, and the number of employees engaged in system modernization services, and specifically DMV system modernization services. In addition, Proposers should provide similar information for any subcontracted firms.
- The Department requires a certain level of experience and demonstrated success in delivering a system of similar scope and complexity. Where it is stated that the Contractor shall meet the requirements, it shall be understood that the requirement is equally applied to the Contractor, its sub-contractor and any other third-party which the Contractor intends to propose as part of its response to this RFP.
- Describe the Proposer's team experience in Mainframe and/or DMV systems modernization. The Proposer must provide information that supports the level of skill and specialized knowledge which will be made available to the DMV to support the efforts of the RFP.
- The Proposer must have a proven solution that can be modified to meet the needs of the Department. The Proposer must provide information that supports the proposed solution.

##### 8.4.5 **References.**

Proposers are to provide up to three (3) references of DMV modernization projects with functionality similar to RFP, and up to three (3) references of other projects of similar size, nature and complexity. These should be recent "relevant" contracts or specific references that can attest to the Contractor's capability to conduct the work listed in its proposal.

The reference information should include the following:

- Name of the jurisdiction and client organization(s);
- Project description;
- Name and contact information of reference knowledgeable about the project;
- Names of the prime contractor and sub-contractors involved;
- Proposer's role in the project;
- Timeline of the project implementation divided by major project phases;
- Reasons for any significant delays in the project;
- What was the functional systems/modules that were replaced;
- Type of application architecture that was being used (Mainframe based, client-server etc.);
- Database/data store that was being used;
- Extent of the existing system that was replaced;
- Identify if your company performed any of the following;
  - End User Training;
  - Data Migration/Conversion;
  - Communication;
  - New Process Design and Documentation;
- Cost;
  - Cost of implementation (divided by project phase if possible);
  - Annual cost of maintenance (if your company is providing maintenance);
  - Pricing Model used such as Fixed-fee, Time and Materials etc.;
  - Any alternative pricing/funding models used.

#### 8.4.6 **Proposed Solution**

Proposers must provide a narrative of their proposed solution which addresses the business and technical needs identified in this RFP. At a minimum, include the following:

- Overall system description and major system components;
- Describe how the proposed solution meets each of the major project requirements in Section 5;
- Draft System Architecture Diagrams including systems, interfaces, hardware, and software;
- Graphical representation of the major system components and their interaction. Multiple diagrams can be included;
- Application Architecture: Identify the type of application architecture – client/server, browser based, etc. Provide a brief description of application architecture. An application architecture diagram can be included;
- Technologies Used: Identify the technical platform (.NET, Java, etc.) and list the technologies that will be used by servers, workstations, middleware, database, etc.;
- DMV hardware requirements to support the proposed solution.
- Guarantee that any systems or software provided by the Contractor is free of the vulnerabilities listed in the Top 20 Internet Security Threats SANS/FBI document.
- DMV Software requirements including COTS tools to support the proposed solution.
- DMV Network requirements to support the proposed solution.
- Security Model
- Reports
- Backup and recovery plan

#### 8.4.7 **Optional - Appendix C, Supplemental Information.**

8.4.8 Information Technology Standards and Policies, Section 6.2. Describe any potential areas or concern with non-compliance.

8.4.9 **Required Certification Forms.** Complete and return the forms located in *Appendix D*.

8.4.10 **Initial Pricing Forms.** Complete and return the forms located in *Appendix E*.

Proposers must submit pricing in accordance with instructions in this RFP and *Appendix E*.

Submit the Initial Pricing forms with your response to this RFP in a separate sealed envelope clearly marked 'PRICE PROPOSAL'. Pricing should NOT be included in the bound submittal.

NO PROMOTIONAL MATERIALS ARE TO BE INCLUDED AS PART OF THE SUBMISSION.

## **IX. RATING CRITERIA**

#	Criteria Description:	Weight
1	Project Management and Staffing	15 %
2	Work Plan and Approach	15 %
3	Proposed System	15 %
4	Contractor Pricing	15 %
5	Experience performing DMV and/or Mainframe system modernizations	10 %
6	Conversion Plan	10 %
7	References	10 %
8	Corporate Strength & Financial Stability	5 %
9	Warranty and Optional Support	5 %
TOTAL :		100%

## **X. OVERVIEW OF SELECTION PROCESS**

- 10.1 This is a project specific agreement where the services as described in this RFP will be provided over the life of the project.
- 10.2 This is a two phase selection process; Initial and Final. Selection Committee members will individually score each firm's submitted Initial proposal to determine the most highly qualified firms. Those firms will be requested to demonstrate their solution in order to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Following demonstrations and revised proposals (if any), Final evaluation of the most highly qualified firms' proposal is performed which determines the ranking of the candidate firms.
- 10.3 The Department's ranking is the combined ranking of all Committee members. The Awarded firm, in order of ranking, will have the opportunity to negotiate an agreement with the Department. If the Department cannot reach agreement with the highest ranked firm, the Department terminates negotiations and begins negotiations with the next highest ranked firm, and so on until an agreement is reached. The Department notifies via email the awarded firm of the opportunity to enter into an agreement with the Department. This notification also includes information on the next steps for the agreement process.
- 10.4 Selection Committee membership appointments are confidential. The Department's Professional Services Procurement Manual may be viewed [here](#).

## **XI. TERMS AND CONDITIONS**

- (1) Submission of a proposal in response to this RFP indicates acceptance of all of the terms and

conditions contained herein.

(2) With respect to work provided to or conducted for the state by a Contractor, the Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state.

(3) The Contractor shall follow practices consistent with generally accepted professional and technical standards.

(4) The Contractor shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department and are consistent with practices utilized by, or standards promulgated by State of Delaware.

(5) If any service, product or deliverable furnished by a Contractor does not conform to Department standards or general practices, the Contractor shall, at its expense and option either:

- replace it with a conforming equivalent or
- modify it to conform to Department standards or practices.

(6) The Department may terminate the contract any time upon 30 days written notice to the Contractor.

(7) The proposals submitted by the selected Contractor will become a part of the contract. The proposal must be valid for a minimum of one hundred twenty (120) days from the RFP due date.

(8) The Contractor shall secure and furnish yearly to 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. Contractor shall maintain the following insurance during the term of this Agreement:

Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and

Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and

Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate;

or

Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate,

or

Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and

If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

(9) The Department must be named a certificate holder on each of the certificates of insurance named above. The insurance company must be authorized to do business in the State of Delaware. The Contractor shall provide the Department with 30 days' notice in the event any policy is cancelled or not renewed. Nothing contained in this section shall be construed as limiting Contractor's obligation to indemnify the Department due to the Contractor's, the Contractor's agents', assignees', servants' or employee's negligence.

(10) In performing the services subject to this RFP the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The successful Contractor 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.

- (11) The successful Contractor certifies that it has not employed or retained any company or person other than a bona fide employee working for the successful Contractor, 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 this warranty, the Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which the successful Contractor must comply is the degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this state.
- (12) This RFP (including any written questions and Department responses), the executed contract between the successful Contractor and the Department, the Contractor's demonstration (if any), and the successful Contractor's proposal, shall constitute the Contract between the Department and the Contractor. In the event there is any discrepancy between any of these contract documents, the following order of documents govern so that the former prevails over the latter: Contract Supplements signed by both parties, Contract, RFP (including written questions and answers), the selected Contractor's demonstrations, and then Contractor's proposal. No other documents shall be considered. These documents contain the entire contract between the Department and the Contractor.
- (13) The laws of the State of Delaware shall apply, except where federal law has precedence. The successful Contractor consents to jurisdiction and venue in the State of Delaware.
- (14) The successful Contractor must have a valid Delaware business license in order to receive payment for services.
- (15) 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.
- (16) The Contract successful Contractor is prohibited from divulging any information attained during the work activities for the Department.
- (17) Every team member of the successful Contractor that requires access to the State of Delaware or Department networks must complete a criminal background check, and sign and comply with the computer acceptable use, security and confidentiality policy.
- (18) The Department reserves the right to annul any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to respond, and the general conditions and specifications which are part of these

proposals, or in any case of any attempt to impose upon the Department services of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of the Department to damages for the breach of any covenants of the Contract by the Contractor.

- (19) Should the selected Contractor fail to furnish any item or items, or fail to complete the required work included in the contract, the Department reserves the right to withdraw such items or required work from the operation of the Contract without incurring further liabilities on the part of the Department.
- (20) Save harmless the State of Delaware and the Department, their agents, officers and employees, from all claims or liability, related to any and all acts or failures to act on the part of the Contractor, the Contractor's agents, assignees, servants, officers, employees or sub consultants and their officers and employees.
- (21) Compliance with Law - It is the responsibility of the Contractor to give all notices and to obtain all permits and licenses, and to remit all taxes as required to perform work in the State of Delaware. The Contractor must comply with all federal, state, and municipal legislation which may have application to any future work or performance of a contract, and comply with all state and federal labor laws.
- (22) Right to Amend - The Department reserves the right to amend or supplement this RFP by way of an issued addendum.
- (23) Clarifications - While the Department has used considerable efforts to ensure an accurate representation of information in this RFP, it is not necessarily comprehensive or exhaustive. Contractor acknowledges and understands that it is their responsibility to obtain clarifications concerning this RFP, and that failure to understand the terms of the RFP will not be considered a valid reason for any resulting non-compliant rating.
- (24) Use of the RFP - The RFP document or any portion thereof, may not be reproduced or used for any purpose other than as described herein.

11.25 Contractor's Expenses - Contractors are solely responsible for any expenses they incur in preparing, delivering or presenting a response to this RFP, and for subsequent negotiations with the Department, if any.

11.26 Change Requests - Should the DMV make a request for changes that affects pricing, the DMV shall be provided with a written detailed cost and time estimate by the Contractor.

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Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subconsultants currently debarred or suspended is ineligible to participate as a candidate for this process. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

The Department of Transportation will affirmatively insure individuals and businesses will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration for an award. Minority business enterprises will be afforded full opportunity to submit bids/proposals in response to this invitation.

Department of Transportation  
State of Delaware

*RFP 1833*

*MVALS Modernization Project*

By: Jennifer Cohan  
Secretary  
Dover, DE



## Appendix A - GLOSSARY OF TERMS

**Acceptance Testing** - The period of time included in the testing stage of an implementation in which the system/modification/function/interface must operate according to specification for a determined period of time before acceptance.

**Active Directory** - (AD) Provides the means to manage the identities and relationships that make up an organization's network. Based upon the Windows Server version, Active Directory provides out-of-the-box functionality to centrally configure and administer system, user, and application settings.

**CDL** – Commercial driver license

**CDLIS** – Commercial Driver License Information System - Supports the issuance of commercial driver licenses (CDLs) by the jurisdictions, and assists jurisdictions in meeting the goals of the basic tenet "that each driver, nationwide, have only one driver license and one record" through the cooperative exchange of commercial driver information between jurisdictions

**Contract** - The legally binding document that will result from this Request for Proposals.

**Contractor** –The firm or company submitting a proposal in response to this RFP (Proposer) that is awarded the contract. This includes any subcontractors or other entities that are a part of the proposal.

**COTS** – Commercial off the Shelf – refers to a device that is commercially available and competitively priced.

**Data Conversion** – The conversion of data from one format to another. The tasks include multiple steps for completion, such as: identifying the current format and values, mapping the data to the new format including any translation of values, exporting from the current format, manipulating the data, if necessary based upon the data mapping, and importing the data into the new format

**Data Mapping** – The process of creating [data element mappings](#) between two distinct [data models](#). Data mapping is used as a first step for a wide variety of [data integration](#) tasks

**Division** – The Delaware DMV or an individual acting on behalf of the Delaware DMV.

**DL/ID** - All forms of driver licenses, non-driver identification cards and permits issued by the State of Delaware.

**DOT** – Delaware Department of Transportation

**DMV** - Delaware Division of Motor Vehicles

**Modernization** - Refers to the rewriting or [porting](#) of a [legacy system](#) to a modern [computer programming](#) language, software libraries, protocols, or hardware platform.

**MVALS** – Delaware's Motor Vehicle and License System

**NMVTIS** - National Motor Vehicle Title Information System - An information system that federal law required the [United States Department of Justice](#) to establish. An electronic means to verify vehicle title, brand, and theft data among motor vehicle administrators, law enforcement officials, prospective purchasers, and insurance carriers.

**Proposer** – Any firm or company submitting a proposal in response to this RFP.

**Relational Database** – Method of storing data in separate tables instead of placing all data in one large table. A relational database allows [Data](#) Base Administrator's (DBA's) to define relationships between these tables and combine data from several tables for querying and reporting through the use of key fields.

**Role Based Security** - A form of user-level security based upon the role instead of the actual user.

**RTM** - Requirements Traceability Matrix is considered to be bi-directional. It tracks the requirement “forward” by examining the output of the deliverables and “backward” by looking at the business requirement that was specified for a particular feature of the product. The RTM is also used to verify that all requirements are met and to identify changes to the scope when they occur.

**State** – The government of the State of Delaware

**Warranty Period** – A defined period of time following the implementation of a product in which problems are identified, reviewed, and if determined to be the result of the implementation are resolved by the Contractor.

**Workstation** – The DMV supplied personal computer used as the host for the enrollment applications and peripherals. Used to perform image and signature capture or initiate FDC and PCR.

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## **Appendix B – CYBER RESPONSIBILITIES, LIABILITY AND INSURANCE**

### **I. Vendor Protection of Customer Data**

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

### **II. Definitions**

#### **A. Data Breach**

1. In general the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in:
  - a) The unauthorized acquisition of personally identifiable information (PII); or
  - b) Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
  - a) The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

#### **B. Personally Identifiable Information (PII)**

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
  - a) Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.
2. Information or data that meets the definition ascribed to the term “Personal Information” under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

#### **C. Customer Data**

1. All data including all text, sound, software, or image files provided to Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

#### **D. Security Incident**

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

### **III. Responsibilities of Vendor in the Event of a Data Breach**

- A. Vendor shall notify State of Delaware, Department of Technology and Information (DTI) and Government Support Services (GSS) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
1. Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI, and GSS.
  2. Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
  3. In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
  4. For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 Del. C. § 12B-101 the awarded vendor shall:
    - a) Notify in a form acceptable to the State, any affected individual as may be required by 6 Del. C. § 12B-101 of the Delaware Code.
    - b) Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
    - c) Meet and confer with representatives of DTI and GSS regarding required remedial action in relation to any such data breach without unreasonable delay.
    - d) Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

### **IV. No Limitation of Liability for Certain Data Breaches**

A. Covered Data Loss

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

B. Covered Disclosure

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

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

### **V. Cyber Liability Insurance**

- A. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the

levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).

- B. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract is: Level 6. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

**NOTE: The contract officer is to engage Agency IRM and/or DTI, for identification of the anticipated number of PII records.**

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

## VI. Compliance

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

## VII. Media Notice

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

## VIII. Points of Contact – Data Breach

- A. State of Delaware

Department of Technology and Information  
Elayne Starkey, Chief Security Officer  
[elayne.starkey@state.de.us](mailto:elayne.starkey@state.de.us) 302.739.9631

- B. Delaware Department of Transportation  
Barry Cowin, DelDOT Information Systems Manager  
[Barry.Cowin@state.de.us](mailto:Barry.Cowin@state.de.us) 302.760.2601

## **Appendix C – SUPPLEMENTAL INFORMATION**

The following information may be included in the proposer's initial submission (Proposal Format 8.4.6), but some or all information will be required of the most highly qualified firms when notified by the Department during the final selection process.

### **I. PROJECT MANAGEMENT**

- A. Submit a detailed narrative describing the proposed project management methodology and approach.
- B. Submit a detailed phased project work plan that addresses the tasks and estimated timelines required to accomplish the requirements outlined in this RFP. The proposal must include details related to all Contractor and DMV tasks associated with the entire project including all project phases such as;
  - 1. Project Initiation
  - 2. Requirements Analysis and Technical Design
  - 3. Development
  - 4. Testing
  - 5. Training
  - 6. Conversion
  - 7. Implementation
  - 8. Transition
- C. Identify milestones in the proposed project work plan to measure overall progress and as an indicator of conformance with the established project schedule. Milestones will be identified by completion date in any final proposal.
- D. Include reasonable time for the DMV to review and approve task completion deliverables, without interrupting the continuing progress towards completion of the project. The final proposed project work plan must include the time frames and required resources detailed in each component of the project.
- E. Explain the Contractor's approach to ensure that this undertaking will be closely coordinated with the DMV representatives and avoid disruption to any DMV production applications.
- F. Multiple implementation approaches for DMV consideration may be submitted. The DMV will review and approve the final implementation approach that will be followed.

### **II. PROJECT STAFFING**

- A. Submit a project staffing plan that supports the proposed project work plan. The plan must describe the proposed Contractor staffing necessary to complete all tasks associated with the entire project including all project phases. The project staffing plan must include, but is not limited to:
  - 1. The Contractor's proposed staffing approach with adequate project staffing to include:

- a) A Contractor Project Manager available on-site at the DMV throughout the duration of the project until implementation and stabilization has been achieved.
  - b) An appropriate level of Contractor technical and support staff necessary to complete all tasks on schedule and satisfy the requirements of this project. Adequate staffing is to be available on-site at the DMV throughout the duration of the project until implementation and stabilization has been achieved.
  - c) The anticipated DMV staffing requirements (i.e. number of people, type of people, tasks to be completed, estimated number of hours needed, and when) that may be needed to meet the project requirements and work plan associated with this RFP. The DMV reserves the right to negotiate final project staff provided by the DMV.
2. The number of staff persons over what duration.
  3. The proposed staffing levels which will be working on-site at the DMV during each of the project phases.
  4. The specific skills and expertise that the individuals will bring to the project.
  5. Any sub-contractors that the Contractor plans to use during the project, including the scope of their work and duration.
  6. The workspace requirements at the DMV Headquarters facility for the proposed level of Contractor staff working on-site at the DMV during each of the project phases.
  7. The resume of the proposed Contractor project manager that includes summaries of similar projects managed by that individual in the past. The DMV reserves the right to interview the proposed project manager and either confirm the recommendation or request an alternate project manager.
  8. The resumes of all key Contractor and Subcontractor personnel being proposed to staff the project with an overview of each person's role and whether they will be assigned part time or full time to the project. Resumes must reflect qualifications and recent experience relevant to the scope of work and areas of expertise required for this specific project. The DMV reserves the right to interview all key project personnel proposed by the Contractor and either confirm the recommendation or request alternates.
  9. Matrix summarizing the proposed staffing for this project. The matrix must include a list of personnel with the following columns: Name, Role, Key/Non-Key, On/Off site, Full-time/part time, Numbers of Years' experience, list of States where they have been involved in implementing similar systems

### **III. REQUIREMENTS ANALYSIS AND TECHNICAL DESIGN**

Submit a Requirements Analysis and Technical Design document that outlines the plan and approach in detail, including all associated tasks, for accomplishing detailed system design prior to proceeding with development and deployment of each phase. Must include a detailed description of tasks that will be completed during the Requirements Analysis and Technical Design.

### **IV. DATA CONVERSION AND MAPPING**

Submit a comprehensive data conversion and mapping plan that addresses the requirements and phased implementation approach as outlined in this RFP. At a minimum, describe:

- A. The proposed approach and schedule to mapping, normalization, and conversion activities. A detailed schedule showing tasks and timelines should be provided.
- B. The proposed approach for establishing and executing a quality assurance process to insure that data accurately reflects production data.
- C. The proposed approach for both forward and backward data bridging and synchronization between the legacy and the new system during the phased implementation if necessary.

## **V. TESTING**

Submit a detailed narrative describing the proposed testing plan that supports the requirements and phased implementation as described in the RFP. This test plan should cover all aspects of testing throughout the development lifecycle. At a minimum, the plan should include unit, system, acceptance, regression, and parallel testing. Acceptance testing will be performed by the DMV.

## **VI. TRAINING**

- A. Submit comprehensive training plan for DMV users and technical personnel. For each type of training, the training plans must include:
1. Method of training
  2. Length of training (estimate number of hours for each training module)
  3. Facility requirements for training
  4. Detailed outline and description of each training session
  5. List of training materials and samples
  6. Description of any self-guided training modules that may be available

## **VII. WARRANTY**

Submit a detailed narrative describing the Warranty period. At a minimum this should include the length, terms and conditions of the warranty period and must be a minimum of eighteen (18) months from acceptance by the DMV. The Warranty must also include a detailed narrative describing the level of support that will be available during the Warranty period.

Submit a transition plan for DMV technical staff that will adequately prepare them for ongoing system maintenance and enhancements and allow the DMV to be self-sufficient. Describe how the solution provides for the DMV to manage, maintain, and enhance the various solution products proposed.

Describe the availability of source code to allow the DMV to own and maintain the solution after the Warranty period. All terms and conditions of the use of the source code must be identified.



**Appendix D1 – CERTIFICATION FORMS  
CERTIFICATION OF ELIGIBILITY**

**MOTOR VEHICLE AND LICENSE SYSTEM MODERNIZATION PROJECT**

**Attention:** Shelly K. Alia, Contract Administration  
Delaware Department of Transportation  
800 Bay Road  
Dover, DE 19901

We have read Request for Proposal number 1833 and fully understand the intent of the RFP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

\_\_\_\_\_ hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

\_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Date

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ My commission expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_  
Notary Public Month Day Year

**Appendix D2 – CERTIFICATION FORMS**  
**CERTIFICATE OF NON-COLLUSION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

\_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Date

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ My commission expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_  
Notary Public Month Day Year

## **Appendix E - INITIAL COST PROPOSALS**

### **Instructions**

1. Proposers must submit Cost Proposals in accordance with instructions in this RFP. The Proposer should submit costs with its proposal as described in this section. The descriptions included in this section are provided to illustrate format and are not intended to be all-inclusive.
2. Cost Proposals or pricing should NOT be included in the bound Proposal. Initial Cost Proposals should be submitted in a separate sealed envelope clearly marked 'PRICE PROPOSAL'.
3. The Proposer must submit a base solution cost proposal based on their total solution including all products, software, development, customization, personnel, installation, training, travel, and warranty defined in this RFP. Include a breakdown of each major item, brief description, and the cost.
4. All price quotes are to be in US dollars; inclusive of duty, where applicable; FOB destination, delivery charges included in the rates, if applicable; and exclusive of Federal/ State taxes.
5. The Proposer shall submit Initial Cost Proposals in the formats provided. All major costs are to be included and briefly described. Initial Cost Forms 1 and 2 are intended to be fixed-price and payable at each completed project milestone. Alternative pricing models should be provided on Initial Cost Form 3.
  - Cost Proposal – Base Solution (Cost Form 1, Appendix E1)  
Proposers shall prepare firm fixed pricing for their base solution proposed as requested within this RFP. The Base Solution Cost Proposal is not to include any optional goods or services. This shall be referred to as Base Price, and include all requirements of this RFP. Each major cost item must list its cost and a short description of what is included.
  - Cost Proposal – Optional Features and Services (Cost Form 2, Appendix E2)  
Proposers may prepare pricing for any optional features and services. The Proposer must submit their costs for any optional and/or desirable features proposed. Each cost item must list its cost and a short description of what is included.
  - Alternative Pricing Models (Cost Form 3, Appendix E3)  
Proposers may provide an alternative pricing model in addition to the required Cost Form 1, Base Solution.

**Appendix E - INITIAL COST PROPOSALS**  
**Cost Form 1 – Base Solution – Appendix E1**

Proposer Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

COST FORM 1 - Base Solution Costs			
Major Cost Description	Qty	Unit Cost	Total Cost

TOTAL COST =			

**Appendix E - INITIAL COST PROPOSALS**  
**Cost Form 2 – Optional Features and Services – Appendix E2**

Proposer Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

COST FORM 2 - Optional Features and Services			
Major Cost Description	Qty	Unit Cost	Total Cost
TOTAL COST =			

5.9.1 Optional Post Implementation Support -

The Contractor must submit a comprehensive post implementation support proposal offering an optional annual system support contract. The proposal must include varying levels of support and include a description of the support services and approach for providing the support.

The price for annual system support costs beyond the warranty period, broken down yearly for a minimum five (5) year period is to be provided in the Price Proposal. The price should include all support costs (remote and on-site) including all required peripheral items.

**Appendix E - INITIAL COST PROPOSALS**  
**Cost Form 3 – Alternative Pricing Models – Appendix E3**

Proposer Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix F – CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA**  
*See Attached*





STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
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DOVER, DELAWARE 19904

<b>Policy Title:</b>	Confidentiality (Non-Disclosure) and Integrity of Data	
<b>Doc Ref Number:</b>	DTI-0065.02	
<b>Policy Type:</b>	Internal Only	<b>Page:</b> 1 of 8
<b>Synopsis:</b>	Employees and contractors working for the Delaware Department of Technology & Information (DTI) have unique access to citizen, customer and employee records, communications and data storage equipment. This policy establishes expectations and standards of behavior in safeguarding information that others entrust to us. Employees and contractors are required to take all necessary precautions not only to prevent unauthorized disclosure or modification of State computer files, but will bring to the attention of their immediate supervisor any situation which might result in, or create the appearance of, unauthorized disclosure or modification of State data.	
<b>Authority:</b>	Delaware Title 29, Chapter 90C, § 9002C. Establishment of the Department of Technology and Information.  A Department of Technology and Information is established to replace the Office of Information Services within the Executive Department, and shall have the powers, duties and functions vested in the Department by this chapter. (73 Del. Laws, c. 86, § 1; 74 Del. Laws, c. 128, § 11.)	
<b>Applicability:</b>	All organizational elements of the Department of Technology and Information, including but not limited to: <ul style="list-style-type: none"><li>– DTI Employees</li><li>– Any consolidated staff from other organizations</li><li>– State Employees working within DTI</li><li>– Contractors and private organizations providing products, services and/or support.</li></ul>	
<b>Effective Date:</b>	December 7, 2005	
<b>POC for Change:</b>	Chief Security Officer	

## POLICY

### A Message to All DTI Employees/Contractors

Our jobs at the Delaware Department of Technology & Information (DTI) give us unique access to citizen, customer and employee records, communications and data storage equipment. We are trusted to use their information with care. We will carefully handle both DTI information and information that others entrust to us. Each of us is responsible for upholding the DTI's commitment to the highest standards of business conduct.

DTI employees/contractors will take all necessary precautions not only to prevent unauthorized disclosure or modification of State computer files, but will bring to the attention of their immediate supervisor any situation which might result in, or create the appearance of, unauthorized disclosure or modification of State data.



STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
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Because this agreement cannot address every situation and issues continue to evolve in our rapidly changing environment, you can seek assistance; discuss concerns or report violations through numerous channels, including your supervisor or Team Leader. You are accountable for familiarizing yourself with this agreement:

**Read:** the agreement and give careful attention to those subjects that most pertain to your job duties.

**Understand:** the purpose of this Confidentiality and Non-disclosure Agreement and your overall responsibilities for DTI's standards of business conduct.

**Consult Related Documents:** employees/contractors should review and understand related DTI policies, including those governing "Acceptable Use", "FOIA", "e-Records Request", "Data & UserID Security", "Data Classification Policy" and "Disposal of Electronic Equipment/Storage Media."

**Acknowledgement:** employees/contractors must attest to their compliance by signing the Confidentiality and Non-disclosure acknowledgement form. See appendices 1 & 2.

## Introduction

DTI employees are responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or the medium on which they are stored; e.g., printed page, photocopies, or tape or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of that State Agency's Representative. All source data submitted by any State Agency to the Department of Technology and Information, and all data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State Agency and DTI.

*Note: References to "customers" in this document include the agencies/organizations we serve, citizens, and DTI employees*

## Applicability

DTI's expectations for responsible conduct are applicable to all parties who work on behalf of DTI, including, but not limited to, its employees, consultants, in-house contractors, and employees of vendors completing work on behalf of DTI.

## Corrective Action and Discipline

Employees who violate DTI policies and standards may be disciplined up to and including dismissal, as well as be subject to civil and criminal charges. If misconduct occurs, DTI is committed to taking prompt and responsive action to correct the situation and discipline responsible individuals.

Management employees may be disciplined if they condone misconduct, do not report misconduct, do not take reasonable measures to detect misconduct, or do not demonstrate the appropriate leadership to ensure compliance.

DTI has no authority to discipline consultants, in-house contractors, and employees of vendors completing work on behalf of DTI, but expects the same level of compliance and will take the appropriate steps to ensure any misconduct is appropriately addressed.



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## Compliance with Privacy Laws

We have a responsibility to our customers (agencies, citizens, employees) to comply with all applicable privacy laws and regulations. We should not listen -nor allow others- to customer conversations or monitor data transmissions unless it is part of our job responsibilities, and even then, only in compliance with applicable law. We should not tamper with or intrude upon conversations using wiretaps or other methods, except when authorized by law. We will neither confirm nor deny to customers or to any unauthorized person the existence of, or any information concerning, a subpoena, warrant or court order for communications, wiretaps and/or records, unless authorized by law. **During the course of employment, employees may receive a subpoena or similar inquiries from law enforcement or the government requesting or directing them to furnish records or information in the possession of DTI, including records or other customer-specific data. Employees should provide these requests immediately to their Team Leader or directly to DTI's FOIA Coordinator (Office of the CIO Executive Secretary).**

**Question** – A neighbor is working on a committee to help elect a new state representative. Her committee needs voter registration information for the communities in our area. She has asked me to help out by providing that information. Is it OK to try to get this information for my neighbor?

**Answer** - NO. You should never use your position at DTI to access information that is not available directly to the public. You should direct your neighbor to the Department of Elections who ensures all requests for voting information complies with Delaware law.

## We Safeguard Customer Information

DTI possesses sensitive, detailed information about customers who trust us to safeguard that information. Any inappropriate use of confidential customer information violates that trust and weakens our relationship with our customers. For these reasons, it is a serious breach of our policies, and in some cases of the law, to use customer information for anything other than DTI business purposes. Accessing customer records, unless there is a valid business purpose, or divulging this information to any other persons, including friends, co-workers or former employees, is inappropriate. Unless we have a supervisor's express approval, we should never access our own accounts, or those of our relatives, friends, or co-workers.

**Question** - A friend of mine in the real estate business has asked me for some confidential information on a renter who skipped out owing three months' rent. Through my job, I have access to the information my friend needs. Can I give it to my friend?

**Answer** - Absolutely not. You should refuse to provide that information to your friend. Our policies prohibit using confidential information for anything other than legitimate DTI business purposes. Even requests from law enforcement or governmental agencies must always be referred to the DTI FOIA Coordinator.

## U.S. Government Classified and National Security

Some of our employees have access to information covered under the U.S. Espionage Act and other regulations that govern our work with U.S. classified and national security information and impose stringent penalties for misuse of this information.

We will protect U.S. Government classified and national security information by:

- Ensuring that access to this information is restricted only to employees with proper clearance and a "need to know".
- Safeguarding this information and other assets related to national defense from others, whether such items are classified or unclassified.

3 Confidentiality (Non-Disclosure) and Integrity of Data



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- Coordinating all activities related to this information, such as proper clearance and contracts, with DTI Security.

## Protecting Information

We will safeguard information in the possession of DTI by:

- Following DTI policies and procedures for identifying, using, protecting and disclosing this information.
- Properly returning, destroying or otherwise disposing of Information when it is no longer of use.
- Utilizing a "confidential" marking as appropriate for Information classified as "confidential, secret, or top secret", and ensuring that this information retains its labeling when reproducing any portion of it.
- Keeping "confidential, secret, or top secret" Information in protected places (such as secured offices, locked drawers, and password-protected computer systems).
- Taking appropriate precautions when transmitting "confidential, secret, or top secret" Information, either within or outside the DTI. In general, we should ensure that Information is not transmitted through unsecured e-mail, posted onto the Internet or sent to unattended fax machines.
- Complying with any agreements regarding the use and protection of Information.
- Protecting information owned by others. We are responsible for knowing what these agreements require of us.
- Only disclosing Information according to agreed-upon terms, generally as outlined in non-disclosure agreements between the DTI and others, or according to directives from DTI representatives authorized to permit disclosure of Information.
- Informing our Supervisor or Team Leader if we believe that any Information has been or is being used or disclosed improperly.

**Question** - Because I work for the State, sometimes my family or friends ask me to get information about someone's vehicle tag number. Is this appropriate?

**Answer** - No. You should never use your job with DTI to obtain information that isn't available to the public.

## Releases of and Requests for DTI Information

We will only release DTI Information under the following conditions:

- To employees who have a legitimate, business-related need to know the DTI Information, and who have been advised of the applicable confidentiality requirements.
- To outside parties, whom we expect will treat the information appropriately, (for example, consultants, suppliers, joint venture partners) to whom disclosure has been specifically authorized and who have entered into a written agreement to receive DTI Information under terms and conditions that restrict use and disclosure of the DTI Information.
- In such a way that we are assured of the security of that disclosure. For example, we will avoid sending DTI Information to unattended fax machines or across unsecured e-mail.

We never release DTI Information or information that could be perceived as DTI Information:

- In public Internet forums, such as in chat rooms or on electronic bulletin boards;



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DOVER, DELAWARE 19904

- **When outside parties, such as the media, or outside attorneys request DTI Information, we will not respond to this request but will inform our Supervisor or Team Leader about the request and take a call back with the requesting party.**

### Employee Separation

When leaving the DTI's employment, we must understand our responsibilities to:

- Return any DTI Information in our possession.
- Not take any DTI Information or copies with us.
- Continue safeguarding DTI Information and not disclose it to or use it for the benefit of other parties, including future employers, without DTI's specific prior written authorization.

### Reporting Improper Disclosures and Use

We will report any improper disclosures or unauthorized use of DTI Information. Timely reporting of improper disclosures or unauthorized use can assist us in minimizing any damages; including informing certain parties of their duties to protect the DTI Information or taking other measures that protect our interests.

### Privacy Principles

DTI has adopted ten "Privacy Principles" which reflect the DTI's commitment to safeguarding customer privacy in an era of rapidly changing communications technology and applications. We should be aware of these Principles and how they impact our jobs.

#### General Privacy Principles

1. DTI obtains and uses individual customer information for business purposes only.
2. DTI will only disclose information with the permission of the customer or as directed by a court order.
3. DTI complies with all applicable privacy laws and regulations.
4. DTI will safeguard all information and assets related to national defense.
5. DTI strives to ensure the integrity of all data and information entrusted to us.
6. DTI considers privacy implications as new services are planned and introduced and informs customers of the privacy implications of these services.
7. All DTI employees are responsible for safeguarding individual customer communications and information.
8. DTI participates in and supports consumer, government and industry efforts to identify and resolve privacy issues.
9. DTI will properly return, dispose of, or destroy information when it is no longer of use.



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10. Each DTI employee and contractor is responsible for implementing these Principles.

## DEFINITIONS

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### Information

For purposes of this policy, Information is:

- any and all data/information that has been entrusted to us by other agencies and organizations. Control of the disclosure of this data remains with the agency/organization.
- any and all data/information owned by DTI but not previously released to the public.

## DEVELOPMENT AND REVISION HISTORY

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Initial version established December 07, 2005.

Revision 1 published March 21, 2007 & July 16, 2007.

Revision 2 dated 11/1/2016 (Logo & formatting)

## APPROVAL SIGNATURE BLOCK

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<b>On File</b>	
James Collins	
<b>Name &amp; Title:</b> Cabinet Secretary – State Chief Information Officer	<b>Date:</b> January 3, 2006

## LISTING OF APPENDICES

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Appendix 1 – Employee Acknowledgement Certification

Appendix 2 – Contractor Acknowledgement Certification



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## Appendix 2 – Contractor Acknowledgement Certification



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

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

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

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

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

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

Contractor Signature \_\_\_\_\_

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

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