

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
ISSUED BY THE ADMINISTRATIVE OFFICE OF THE COURTS  
ON BEHALF OF THE SUPERIOR COURT OF DELAWARE  
TO CONVERT VISUAL BASIC 5 APPLICATION  
TO VISUAL BASIC.NET 2017  
CONTRACT NUMBER JUD17001-ASOP**

**I. Overview**

The Judicial Information Center, Administrative Office of the Courts of the State of Delaware on behalf of the Delaware Superior Court (“State” or “Superior Court”) seeks professional services to convert (or migrate) its existing Visual Basic 5 (VB5) application to the latest Visual Basic.NET 2017 platform (VB.Net). This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: Friday March 24, 2017
Pre-bid meeting	Date: Thursday April 6, 2017 @ 10:00 AM
Deadline for Questions	Date: Monday April 17, 2017
Response to Questions Posted by:	Date: Thursday April 27, 2017
Deadline for Receipt of Proposals	Date: Thursday May 11, 2017 at 1:00 PM (Local Time)
Oral presentations (as needed)	Date: Monday June 5-Friday, June 9, 2017
Estimated Notification of Award	Date: Wednesday June 21, 2017

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

Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States.

State reserves the right to deny any and all exceptions taken to the RFP requirements.

**PRE-BID MEETING**

A pre-bid meeting will be held on April 6, 2017 at 10:00 AM, The Judicial Information Center, Training Room 1, 92 Reads Way, Suite 100, New Castle, DE 19720. This meeting

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will provide vendors with an opportunity to see how ASOP works and ask technical or functional questions. Additional technical specs may be handed out at this meeting.

**II. Scope of Services**

A division of the Administrative Office of the Courts for the State of Delaware (AOC), the Judicial Information Center (JIC) supports technology for the Delaware State Courts.

In 2000, the Superior Court, in cooperation with the AOC, implemented a statewide Windows forms-based sentencing program, the Automated Sentence Order Program (ASOP) which was built using Visual Basic 5 (VB5). ASOP has remained on this development platform since its inception. Superior Court uses ASOP as a user interface to its criminal Case Management System (CMS) and its criminal data repository, both of which reside on a single mainframe owned by the Delaware Department of Technology and Information (DTI).

ASOP enables the Superior Court to manage the criminal calendar hearings and events, dispose of the calendar events, dispose of the charges on cases and issue sentencing orders simultaneously with a judge's pronouncement. Information is updated on the mainframe and in the mainframe's data repository through middleware (Software AG Entire X Broker version 5). The Sentencing Orders are transmitted through the mainframe program to mainframe-defined printers at the Department of Corrections and other agencies. Sentencing Orders can also be printed in the courtroom upon pronouncement and provided to defendants.

Because VB5 is an aging and unsupported technology, the ASOP VB5 must be ported to the latest VB.Net platform. Delaware seeks to convert only the front end user interface of the application, however, it may be necessary to make modifications to the middleware programs and mainframe programs to ensure full functionality upon conversion.

Responses should include suggested programming conversion tools and rapid application development tools or approaches necessary to meet the required end product. The State has tested automated code conversion with a commercially available tool. The test revealed that 80% of the code could be converted automatically. (Please see Appendix B, Functional Requirements for a digested version of the ASOP requirements.)

In general, the new system will contain only the functionality contained in the current application with the exception of a short list of requirements listed in Appendix B section 3.1.17, Fixes to Current Application.

As part of the project, the vendor will be required to access confidential court defendant information. Therefore, at least some project work will need to be performed at the Judicial Information Center in New Castle, Delaware, where working space will be provided. The vendor will bear any travel related cost associated with providing vendor staff to work on-site.

The successful vendor must also commit, as part of the new system implementation, to provide the necessary assistance to support go-live so that there is no disruption to court

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operations. This may require overtime, which vendor should factor in when preparing their bid. The vendor must submit a firm fixed price.

The vendor must also provide sufficient technical knowledge transfer to State technical staff regarding the structure and operation of the new system so that the State can technically maintain and modify it following go-live. This is critical since JIC will operate, maintain and modify the system.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal in the manner requested may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Superior Court with proof of State of Delaware Business Licensure or shall provide written proof that the Vendor has initiated the process of seeking an application where required.

2. Provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Furnish proof of insurance and the amount of insurance to the Superior Court prior to the start of the contract period which shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance) and Appendix C, Cyber Responsibilities, Liability and Insurance.
5. Provide response to Employing Delawareans Report (Attachment 9).

**B. General Evaluation Requirements**

1. Experience and Reputation.
2. Expertise (technical and management ability, ability to define the right deliverables and establish realistic schedules). Capacity to understand and meet the requirements (size, financial condition, etc.).
3. Demonstrated ability.
4. Distribution of work to individuals and firms or economic considerations.
5. Firm fixed price.

**C. Recommended Proposal Structure**

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A recommended proposal structure includes, but is not necessarily limited to, the following:

1. **Understanding of Scope**
2. **Statement of Management Capability** – Describes the team structure with roles, management methodology (key phases and description of key activities), key techniques and tools. Summarizes project management experience and expertise.
3. **Statement of Technical Capability** – Describes the system development approach, techniques, and tools for meeting the scope of the project. Summarizes technical experience and expertise.
4. **Deliverables** – Describes key project deliverables (management and technical).
5. **Sample Resumes** – Describes relevant education, industry certifications, skills, and experience representative of vendor staff to be assigned to the project.
6. **Schedule** – Lists the project phases and key activities / dependencies with milestone dates.
7. **Assumptions**
8. **Cost**
9. **Attachments**

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§ 6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated RFP Contact, in writing, no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State. Address all communications to the person listed below;

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communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP Designated Contact.

**Contact:**            **John Perotti**  
                          **Judicial Information System Project Manager**  
**Address:**           **The Judicial Information Center**  
                          **92 Reads Way, Suite 100**  
                          **New Castle, DE 19720**  
**E-mail:**             **john.perotti@state.de.us**  
**Subject line:**      **ASOP RFP**

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

**5. Consultants and Legal Counsel**

The Superior Court may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the Superior Court's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the RFP Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

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

- a.** Has been convicted for commission of a criminal offense connected or related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b.** Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects the vendor's responsibilities as a State contractor;

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- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes or prevailing wage statutes;
- d. Has violated contract provisions such as:
  - 1) Knowingly failed, without good cause, to perform in accord with the specifications or within the time limit provided in the contract; or
  - 2) Failed to perform or unsatisfactory performance in accord with the terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Has violated any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing in the manner requested and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and two (2) separate electronic copies on CD. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State's RFP Designated Contact and received no later than **1:00 PM (Local Time) on Thursday May 11, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**RFP Designated Contact:           John Perotti**  
**Judicial Information Center Project Manager**  
**Address:                               The Judicial Information Center**  
**92 Reads Way, Suite 100**  
**New Castle, DE 19720**

**Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. JUD17001-ASOP" on the outside of the bid submission package.**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.

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

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State will not pay any costs incurred by any vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through May 10, 2018. The State reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be dated and time stamped upon receipt.

**7. Proposal Opening**

The State will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State personnel. Any unopened proposals will be returned to the submitting vendor.

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

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State.

**9. Concise Proposals**

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The State discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired and may be deemed non responsive. The State's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the State that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State shall bear no responsibility or increased obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to the award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The Judicial Branch is exempt from the State of Delaware Freedom of Information Act, 29 *Del. C.* § 10001, *et seq.*, however once a proposal is received and a decision on contract award is made, the content of selected and non-selected vendor proposals may be disclosed pursuant to the *Policy on Public Access to Superior Court Judicial Records*, Admin. Dir. No. 2000-5 or applicable State law.

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

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

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Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not open to the public pursuant to the *Policy on Public Access to Superior Court Judicial Records*, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State will open the envelope to determine whether the procedure described above has been followed. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assumes the risk that confidential business information included within a proposal may enter the public domain.

**12. Price Not Confidential**

Vendors shall be advised that as a publically bid contract, no vendor shall retain the right to declare their pricing confidential.

**13. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as, and authorized to act as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for all vendor work, the implementation of all vendor systems and any related sub-agreements. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State, and approval of a request to subcontract shall not in any way relieve vendor of responsibility for the professional and technical accuracy and adequacy of the vendor’s and the subcontractor’s work. Further, vendor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work by its subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State expects to negotiate and contract with only one “prime vendor”, who shall be responsibility for performing a majority of the work. The State will not

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accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all State approved subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any approved subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontractor relationships. This contract only allows subcontracting assignments if the name and scope of the subcontractor work was clearly identified in the bid proposal, as well as the percentage breakdown of the allocation of work between the vendor and vendor's other subcontractor(s). Vendor assumes all responsibility for work quality, delivery, installation, maintenance, and any supporting services provided by their subcontractor. A subcontractor may not sub-contract their services to another party.

Use of subcontractors must be clearly explained in the proposal, and all subcontractors must be identified by name and meet the same requirements as the prime vendor. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any subcontractors must be approved by the State.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**14. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all approved subcontract relationships. This contract only allows subcontracting assignments if the name and scope of the subcontractor work was clearly identified in the bid proposal, as well as a percentage breakdown of the allocation of work between the vendor and subcontractor(s). Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services performed by their subcontractor. A sub-contractor may not sub-contract their services to another party.

The reason a subcontractor is necessary and the subcontractor's scope of work must be clearly explained in the bid proposal. Subcontractors must be identified by name and must meet with all requirements as if they were the prime vendor to be

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considered. All sub-contractors must have prior approval by the State before working on any part of this project.

**15. Discrepancies and Omissions**

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

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

**a. RFP Question and Answer Process**

The State will allow written requests for clarification of the RFP. All questions shall be received by the State's RFP Designate Contact by no later than **Monday, April 17, 2017**. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by **Thursday, April 27, 2017**. Vendor names will be removed from questions in the released responses. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

**16. State's Right to Reject Proposals**

The State reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State may deem necessary in the best interest of the State.

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**17. State's Right to Cancel Solicitation**

The State reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State. Vendor's participation in this process may result in the State selecting vendor's organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State to execute a contract nor to continue negotiations. The State may terminate negotiations at any time and for any reason, or for no reason.

**18. State's Right to Award Multiple Source Contracting**

Pursuant to 29 Del. C. [§ 6986](#), the State may award a contract for a particular professional service to two or more vendors if the President Judge makes a determination that such an award is in the best interest of the State.

**19. Potential Contract Overlap**

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

**20. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State at the proposal submission deadline. All proposals received are considered firm offers at that time.

**21. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State is not bound by any statement related to this RFP made by any State employee, contractor or agent.

**22. Exceptions to the RFP**

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Any exceptions to the RFP, or the State's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Business References**

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

**24. Award of Contract**

The final award of a contract is subject to approval by the State. The State has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State may award the contract.

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

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

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

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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The State reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team (Team) shall be comprised of representatives of the State. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the President Judge of the Superior Court of the State of Delaware who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State.

**2. Proposal Selection Criteria**

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

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

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

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

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<b>Criteria</b>	<b>Weight</b>
The qualifications and experience of the persons to be assigned to the project (technical and management).	<b>10</b>
Technical expertise.	<b>38</b>
Firm fixed price.	<b>22</b>
Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.	<b>20</b>
References.	<b>10</b>
<b>Total</b>	<b>100%</b>

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

**3. Proposal Clarification**

The Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State will pay travel costs only for State personnel for these visits.

**5. Oral Presentations**

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

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

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

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

**2. Cooperative Use of Award**

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

**3. General Information**

- a. The term of the contract between the successful bidder and the State shall be for one (1) year with two (2) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State. The State reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State, a sample of which can be found in Appendix D. **Any exceptions to the sample standard contract must be made in Attachment 3 as part of the bid submission and no exceptions to the sample standard contract will be considered after the bid submission.** Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

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- d. The State's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code agreements, and any other applicable agreements **which should be listed in Attachment 3**. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State purchase order signed by two authorized representatives of the Superior Court or Judicial Information Center requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

**4. Collusion or Fraud**

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

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

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

**5. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State employee or agent of the State concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

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The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State employees, contractors or agents of the State concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**6. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State to leave the State's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State's contracting officer. Solicitation of State employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State employee who has initiated contact with the vendor. However, State employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**7. General Contract Terms**

**a. Independent Contractors**

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

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

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

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

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

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State as provided in 30 *Del. C.* Chapter 21.

Prior to receiving an award, the successful vendor shall either furnish the State with proof of State of Delaware Business Licensure or provide written proof that the vendor has initiated the process of seeking an application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

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**d. Notice**

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

**The Judicial Information Center  
Attn.: John Perotti, Project Manager  
92 Reads Way, Suite 100  
New Castle, DE 19720**

**e. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a.** Procure the right for the State of Delaware to continue using the Product(s);
- b.** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c.** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to

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conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
  - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
    - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
    - ii. Comprehensive General Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
    - iii. Cyber Liability as outlined in Appendix C.
  - b. The successful vendor must carry at least one of the following depending on the type of Service or Product being delivered.
    - i. Professional Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
    - ii. Miscellaneous Errors and Omissions  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
    - iii. Product Liability  
\$1,000,000 per occurrence/\$3,000,000 aggregate
4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to any work being completed by the awarded vendor(s).

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5. The State shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**g. Performance Requirements**

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

**h. PERFORMANCE BOND**

**There is no Performance Bond requirement.**

**i. Vendor Emergency Response Point of Contact**

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

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

**j. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system final acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**k. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work

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performed. The State may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**l. Time of Performance**

The services of the vendor shall be undertaken and completed in an expeditious manner since time is of the essence for this project.

**m. Penalties**

The State may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**n. Termination of Contract**

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

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

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**2. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

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- 3. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.
- o. Non-discrimination**  
In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.
- p. Covenant against Contingent Fees**  
The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- q. Vendor Activity**  
No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.
- r. Vendor Responsibility**  
The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Superior Court of the State of Delaware.
- s. Personnel, Equipment and Services**

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

**t. Fair Background Check Practices**

Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**u. Vendor Background Check Requirements**

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

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

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

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

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work

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or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Superior Court pursuant to this RFP.

**v. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**w. Vendor Developed Software** – The vendor shall deliver all vendor developed software as machine readable source files, and linkable or executable modules, in addition to installed and operating copies of the programs.

- a. The vendor shall identify the tools required for the modification and compilation of all provided software programs.
- b. The vendor shall not create software that only they could modify.
- c. The vendor shall not place any legend on the vendor developed software, which restricts the State's rights in such software.
- d. The vendor agrees that upon payment for services rendered, all data, documents, computation, and the like prepared or obtained under the terms of this RFP shall be the sole property of the State and, upon request, shall be delivered to the State.

All intellectual property rights in vendor developed software, unfinished or drafts thereof, or other items that have been developed for the State under this RFP are owned by the State. Nothing in this sub-clause will affect the ownership of any pre-existing intellectual property rights in any tools, object libraries, methodologies and materials used to produce the vendor developed software or other items.

**x. Source Code** – the vendor must deliver source code for all vendor developed software programs developed under this RFP with all support resources needed to edit, compile and link these programs on the State's network. If the vendor is providing COTS software that will be enhanced to conform to minor aspects of this RFP or vendor developed software developed to enhance existing COTS software to conform to minor aspects of this RFP is not required to be delivered, but must be delivered with the source code.

- a. The vendor shall deliver all documentation concerning protocol for vendor developed software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational system.
- b. The State's information processing systems are subject to periodic audits by state and federal entities.

**y. Contract Documents**

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The RFP, the purchase order, the executed contract and any supplemental documents between the State and the successful vendor shall constitute the contract between the State and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: the executed contract, State's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State and the vendor.

**z. Applicable Law**

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

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**aa. Severability**

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

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**bb. Assignment Of Antitrust Claims**

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

**cc. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**dd. Affirmation**

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

**ee. Audit Access to Records**

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

**ff. Other General Conditions**

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1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Superior Court.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State.
9. **Billing** - The successful vendor is required to "Bill as Shipped" to the Superior Court or the Judicial Information Center and they shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** - The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **JUD17001-ASOP** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
12. **Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their

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proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

**13. Additional Terms and Conditions** – The State reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The State reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**F. Attachments**

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

- Attachment 1 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report

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- Attachment 8 – Subcontracting Monthly Usage Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Summary Functional Requirements
- Appendix C – Cyber Responsibilities, Liability and Insurance
- Appendix D – SAMPLE Professional Services Agreement

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**IMPORTANT – PLEASE NOTE**

- **Attachments 1, 2, 3, 4, 5, 6 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 represents required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

**REQUIRED REPORTING**

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to the Judicial Information Center. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

**AGENCIES MAY NOT REMOVE SUBCONTRACTING 2<sup>ND</sup> TIER REPORTS –**  
Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend

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during the covered periods shall result in a report even if the contract has expired by the report due date.

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

The Superior Court of the State of Delaware, in conjunction with the Judicial Information Center, 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 data will not be modified without the knowledge and written authorization of the Judicial Information Center. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of that data shall be retained by the State of Delaware.

I, as an employee or officer of my firm, when performing work for the Superior Court of the State of Delaware, understand that I act as an extension of the Superior Court and therefore I am responsible for safeguarding the State's data and computer files as indicated above, as well as outlined by the Department of Technology and Information's Confidentiality (Non-disclosure) and Integrity of Data, available at <http://extranet.dti.state.de.us/pdf/policies/DTIConfidentiality&IntegrityOfDataDTI0065.pdf>. I will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of the Judicial Information Center. Furthermore, I understand that I am to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I 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 result in 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 this 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 agree to abide by the terms above.

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

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

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

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Attachment 2

**CONTRACT NO.:** JUD17001-ASOP  
**CONTRACT TITLE:** RFP for Professional Services to convert VB 5 Application to VB.Net 2017

**DEADLINE TO RESPOND:** May 11, 2017 at 1:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

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

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

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

COMPANY NAME \_\_\_\_\_ Check one) 

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

  
NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

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

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

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





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Attachment 5

**CONTRACT NO.:** JUD17001-ASOP

**CONTRACT TITLE:** RFP for Professional Services to convert VB 5 Application to VB.Net 2017

**BUSINESS REFERENCES FOR PROJECTS DESCRIBED BY VENDOR:**

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

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

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

1. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


2. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


3. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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Attachment 6

CONTRACT NO.: JUD17001-ASOP

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SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. ENTER CONTRACT NUMBER	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor





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Attachment 9

**CONTRACT NO.:** JUD17001-ASOP  
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EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_  
Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_
3. Total number of employees of the bidder: \_\_\_\_\_
4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_
2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

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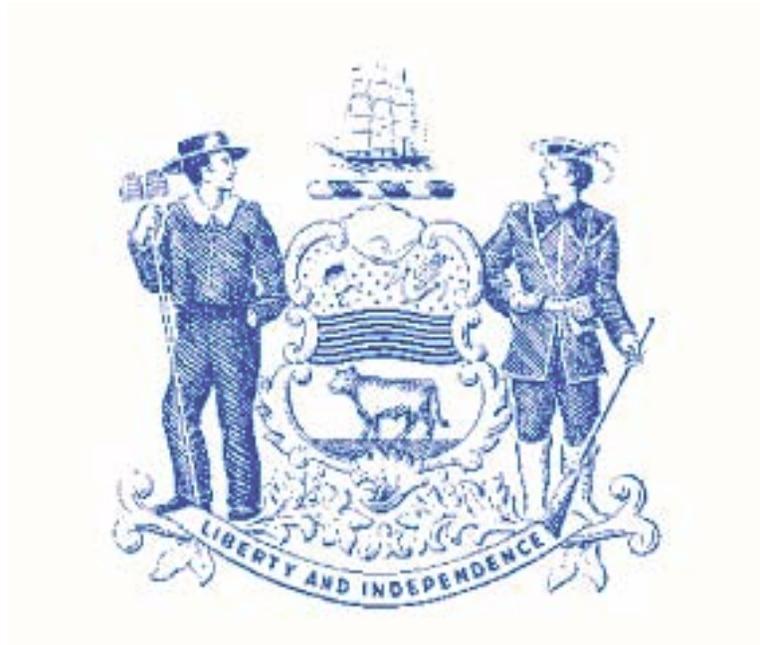
Attachment 10

**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

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

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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**APPENDIX A**  
**2 pages**

**CONTRACT NO.:** JUD17001-ASOP  
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**MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

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

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed. A Recommended Proposal Structure is outlined in Section III (C) of this RFP.
3. Firm Fixed Price as identified in the solicitation.
4. One (1) complete, signed and notarized copy of the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement (see Attachment 1).
5. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK .** All other copies may have reproduced or copied signatures – Form must be included.
6. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
7. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
8. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
9. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
10. One (1) complete Employing Delawareans Report (See Attachment 9)
11. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

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

Vendors shall provide proposal packages in the following formats:

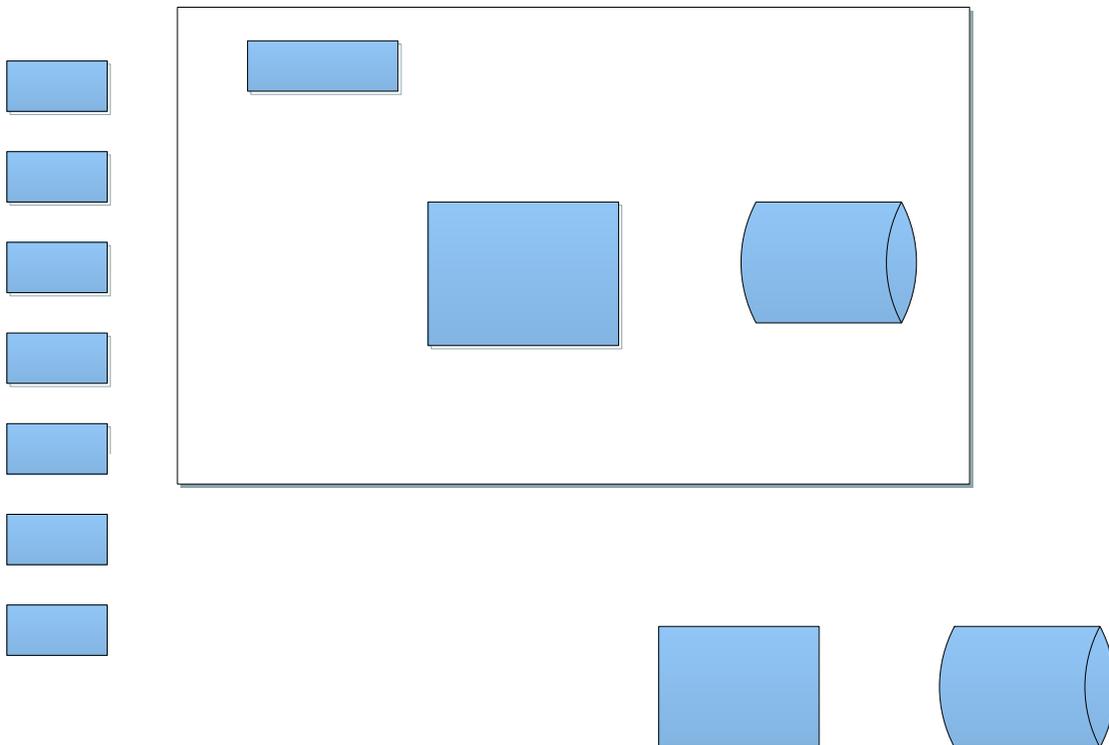
1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Two (2) electronic copy of the vendor proposal saved to CD. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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### Summary Functional Requirements

Described below are summarized functional requirements. A complete Functional Requirements Document will be provided at the pre-bid meeting. The section numbering below aligns with the complete document.

#### 2.3 Context



The ASOP server based application serves as a front-end to the JIC/Case Management System (CMS) mainframe application. ASOP allows the user to retrieve information from and enter information into the mainframe files. Contained in later sections of this document are details regarding the mainframe source files.

## **3.0 Functional Requirements**

### **3.1 Functional Decomposition**

The following are the functional components that comprise the ASOP application.

#### **3.1.1 SESSION MANAGER FORM**

1. Display and provide access for all Forms in the application
2. Display all Forms currently in use
3. Provide a means to exit the application

#### **3.1.2 DEFENDANT INFORMATION FORM**

1. Display Any Existing Defendant and Case and Individual Indicators for a particular Defendant and case
2. Add or Update Address Information for the Case
3. Add or Update Case and Individual Indicators

#### **3.1.3 CHARGE BROWSE**

1. Add or Update Charge Information for a particular Case

#### **3.1.4 CO-DEFENDANT LIST**

1. Display any Co-Defendant associated with a given Case Number

#### **3.1.5 DOCKET BROWSE**

1. Add or Update Docket Information for a particular Case

#### **3.1.6 SELECT PRINTER**

1. Provide a means for a user to select the necessary printer for use with their ASOP session

#### **3.1.7 DEFENDANT PERSONAL HISTORY**

1. Display Any Capias/Warrant History for a selected Defendant
2. Display Any Criminal History for a selected Defendant
3. Display Any Sentencing History for a selected Defendant

### **3.1.8 CALENDAR CASE LIST**

1. Display all cases for a given Calendar
2. Find specific cases for a given Calendar
3. Display and Create notes for a given case

### **3.1.9 CALENDAR/CASE PARTICIPANTS**

1. Display all Calendar Participants for a given Case and Calendar
2. Display all Event Participants for a given Case and Calendar
3. Display all Case Participants for a given Case and Calendar

### **3.1.10 CALENDAR HEADER MASS ADD**

1. Create Headers for Calendars for Multiple Dates

### **3.1.11 ADD CASE TO CALENDAR**

1. Display all Case Scheduled Events for a given Case and Calendar
2. Display the Scheduling History for a given Defendant
3. Update any Case Scheduled Events for a Future Scheduled Event

### **3.1.12 DEFENDANT PENDING CASE LIST**

1. Display any Pending Charges for the defendant associated with the entered case number.

### **3.1.13 NAME SEARCH**

1. The Name Search Form allows the user to search for case and identification information for the defendant to include information from all courts or by a single court.

### **3.1.14 CALENDAR EVENT / CHARGE DISPOSITION FORM**

1. Activate Form
2. Search for Calendar Headers
3. Retrieve Calendar Case information
4. Dispose of the calendar events
5. Select Cases for charge disposition processing
6. Dispose of charges

### **3.1.15 ASOP SENTENCING HISTORY FORM**

1. Retrieve Information on a specific case
2. Create New Orders
3. Work With Existing Orders

### 3.1.16 ASOP SENTENCE ORDER ENTRY FORM

#### **1. Overall**

- a. Sentencing, Effective, Original Dates
- b. Bundling Orders
- c. DOC Commitment or Release
- d. Charges and Charge Sequencing
- e. List of Charges
- f. Call Charge
- g. Charge Display Grid
- h. Habitual Offender
- i. Fines and Costs – Fees and Surcharges
- j. Reporting Facility and Date
- k. Notes
- l. Save Function
- m. Preview Orders
- n. Approve Orders

#### **2. Custody**

- a. Logical Operators
- b. SENTAC Level
- c. Time – years, months, days
- d. Custody Programs
- e. Credit for Time Served
- f. Probation Requirements
- g. Weekend Custody
- h. Mandatory Time

#### **3. Special Conditions**

- a. Conditions by Order or Charge
- b. Condition Category, Operator
- c. Customized fields for text input (macros)

#### **4. Aggravating and Mitigating Factors**

The ASOP Refresh Implementation includes a requirement for producing a hard copy sentence order that will ultimately align with the universal sentence order template being developed for all Delaware Courts. A separate JIC project is developing the specifications (data and format) for the universal order template. As part of the ASOP Refresh Implementation, the sentence order document will be designed to align with the universal template. The implementation team will align the ASOP order from with the universal template to the extent possible given the data contained in ASOP.

### 3.1.17 Fixes to Current Application

As stated in the body of the RFP, the new system will contain only the functionality contained in the current application with the exception of a short list of requirements. The following are those requirements.

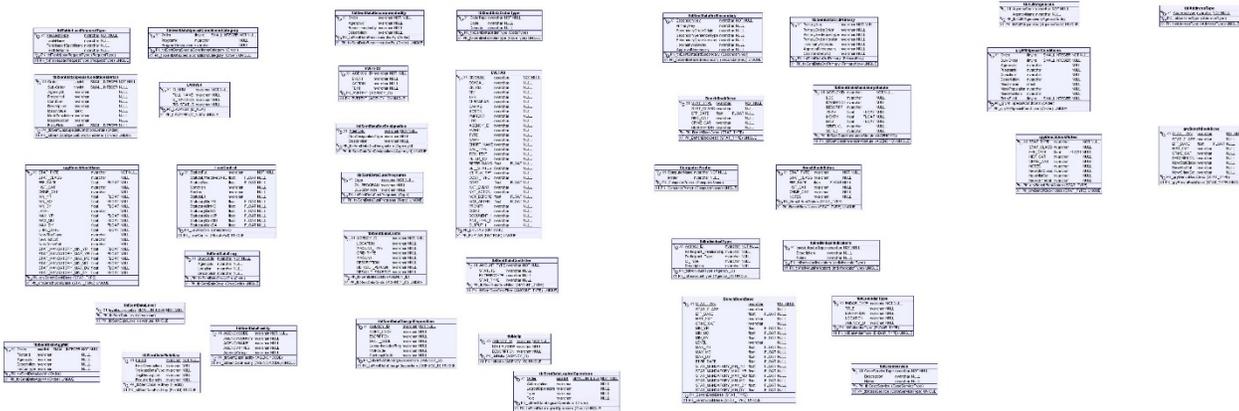
	Form Affected	Description	System
1	Sentence Order Entry / Overall / Form Loading	There is an issue with ASOP Order generation when there are a significant number of charges on a case. While ASOP will only allow sentencing on charges with guilty dispositions, all charges on the case are loaded into ASOP. The Sentence Order generation will not be completed when there are too many charges on a case. No threshold has been determined for the number of charges that will cause the issue to occur. The current solution is to remove the NOLP dispositions on a number of the charges on the case. Charges with NO disposition will not be loaded into the Sentence Order Entry form.	ASOP
2	Sentence Order Entry / Overall	The Notes section of the form where the user adds free-form text will only allow for a certain amount of information to be entered. This needs to be increased to an unlimited amount or at the very least, a much larger amount of text.	ASOP/CMS
3	Calendar Event/Charge Disposition	There is currently functionality in ASOP to add VOP and Contempt of Court charges to a case through the Calendar Event / Charge Disp screen. When adding the charges through this screen, error messages are displayed and the information added may not be complete. NO DISPOSITION RECORD IS CREATED.  The VOP charge is not added correctly, as there is no Long Description for the charge.	ASOP/CMS
4	Amended Charge Fix	The process to Amend a charge works very similar to the LIO process. Both the Original Charge and LIO/Amended Charge fields in the JIC-CHARGE file are updated with the charge information. When ASOP processes the Amended Charge, it list Amended Charge as an LIO of the original charge. This should not happen.	ASOP
5	Sentencing History Form	Need the ability to add new order TYPES to ASOP. There are existing templates for various types of orders - STD, BCD, VOP, VCR, CMT, etc. There may be a need to update either ASOP or the CMS ETB programs to allow for the creation of new Sentence types.	ASOP/CMS

## 3.3 Data Model

### 3.3.1 ASOP File Structures

#### 3.3.1.1 ASOP.MDB

The Microsoft ACCESS tables below are those used by the current ASOP application to store drop lists in the end user interface. These reside on the ASOP server.



To zoom-in to the graphic, click the icon below:



ASOP\_MDB.jpg

**Copies of these graphics are also available at Appendix E, attached separately.**

### 3.3.1.2 ASOP\_WORKSPACE.MDB

The following are ACCESS tables that support population of the sentencing screens of the current ASOP application. These tables reside on the current ASOP server.

dbo.SENTORDR		
WorkSpaceID	int	INTEGER NOT NULL
CtCaseNum	nvarchar	NULL
Orderid	nvarchar	NULL
AgencyId	nvarchar	NULL
Location	nvarchar	NULL
WkSendSentenceDate	nvarchar	NULL
WkSendEffectiveDate	nvarchar	NULL
SentenceJudge	nvarchar	NULL
WkSendReportDate	nvarchar	NULL
OrderSeqNum	nvarchar	NULL
OrderOrigin	nvarchar	NULL
SentenceOrderBasis	nvarchar	NULL
ProbationRequirement	nvarchar	NULL
SentenceSuspend	nvarchar	NULL
SentenceType	nvarchar	NULL
RuleNumber	nvarchar	NULL
SentenceStatus	nvarchar	NULL
DocDesignation	nvarchar	NULL
ReportingFacility	nvarchar	NULL
HabitualOffenderStatute	nvarchar	NULL
RestitutionDeterminedBy	nvarchar	NULL
RestitutionDeterminedDays	nvarchar	NULL
OrderVersion	nvarchar	NULL
OriginalSentenceDate	nvarchar	NULL
OriginalOrderid	nvarchar	NULL
RowStatus	nvarchar	NULL

dbo.SENTFINE		
WorkSpaceId	int	INTEGER NOT NULL
CtCaseNum	nvarchar	NULL
CtChargeSeq	nvarchar	NULL
AgencyId	nvarchar	NULL
Location	nvarchar	NULL
FinSeqNum	nvarchar	NULL
SchedType	nvarchar	NULL
CollectionAgent	nvarchar	NULL
FinancialAmount	nvarchar	NULL
OrderSeqNum	nvarchar	NULL
Orderid	nvarchar	NULL
AmountType	nvarchar	NULL
SuspendedAmount	nvarchar	NULL
GridType	nvarchar	NULL
RowStatus	nvarchar	NULL

dbo.RESTRETV		
WorkSpaceId	int	INTEGER NOT NULL
CtCaseNum	nvarchar	NULL
CtChargeSeq	nvarchar	NULL
PayeeSeqNum	nvarchar	NOT NULL
BusinessName	nvarchar	NULL
AgencyId	nvarchar	NULL
Location	nvarchar	NULL
LastName	nvarchar	NULL
FirstName	nvarchar	NULL
MiddleInitial	nvarchar	NULL
NameFiller	nvarchar	NULL
SuffixName	nvarchar	NULL
State	nvarchar	NULL
ZipCode	nvarchar	NULL
Amount	nvarchar	NULL
RestitutionProrataPercent	nvarchar	NULL
RecommendedBy	nvarchar	NULL
RestitutionBasis	nvarchar	NULL
RestJointSeveral	nvarchar	NULL
TimeYears	nvarchar	NULL
TimeMonths	nvarchar	NULL
TimeDays	nvarchar	NULL
PayWithinPeriod	nvarchar	NULL
City	nvarchar	NULL
Orderid	nvarchar	NULL
AddressLine1	nvarchar	NULL
AddressLine2	nvarchar	NULL
ReferenceNum	nvarchar	NULL
BusinessInd	nvarchar	NULL
PayWithinDate	nvarchar	NULL
RowStatus	nvarchar	NULL

dbo.ORSQRETV		
WorkSpaceID	int	INTEGER NOT NULL
AgencyId	nvarchar	NULL
Location	nvarchar	NULL
Orderid	nvarchar	NULL
CtCaseNum	nvarchar	NULL
CtChargeSeq	nvarchar	NULL
ChargeSentSeq	nvarchar	NULL
RowStatus	nvarchar	NULL
CRANum	nvarchar	NULL
ChargeDesc	nvarchar	NULL

dbo.DOCKCOST		
WorkSpaceId	int	INTEGER NULL
CTCASENUM	nvarchar	NULL
AGENCYID	nvarchar	NULL
COSTTYPE	nvarchar	NULL
TOTALCOST	nvarchar	NULL

dbo.CUSTSTD		
WorkSpaceID	int	INTEGER NOT NULL
AgencyId	nvarchar	NULL
Location	nvarchar	NULL
Orderid	nvarchar	NULL
CtCaseNum	nvarchar	NULL
CtChargeSeq	nvarchar	NULL
SentacLevel	nvarchar	NULL
TimeYear	nvarchar	NULL
TimeMonth	nvarchar	NULL
TimeDays	nvarchar	NULL
ConditionProgram	nvarchar	NULL
LogicalOperator	nvarchar	NULL
OrderSeqNum	nvarchar	NULL
CustodySeqNum	nvarchar	NULL
CustodyRecordType	nvarchar	NULL
RowStatus	nvarchar	NULL

dbo.CONDORDR		
WorkSpaceID	int	INTEGER NOT NULL
CtCaseNum	nvarchar	NULL
CtChargeSeq	nvarchar	NULL
Location	nvarchar	NULL
AgencyId	nvarchar	NULL
StartDate	nvarchar	NULL
CompletionDate	nvarchar	NULL
ConditionSeqNum	nvarchar	NULL
ConditionClass	nvarchar	NULL
FinancialAmount	nvarchar	NULL
Program/Weeks	nvarchar	NULL
Number/Weekends	nvarchar	NULL
WeekendsLevel	nvarchar	NULL
Orderid	nvarchar	NULL
Program	nvarchar	NULL
Program/Years	nvarchar	NULL
Program/Months	nvarchar	NULL
Program/Days	nvarchar	NULL
Program/Hours	nvarchar	NULL
ShortText/Value	nvarchar	NULL
Number/Sessions	nvarchar	NULL
Condition	nvarchar	NULL
Forfeit/Agency	nvarchar	NULL
Max/Hours	nvarchar	NULL
RecommendedBy	nvarchar	NULL
SentacLevel	nvarchar	NULL
SentacLevel/Suspend	nvarchar	NULL
Transfer/CaseNum	nvarchar	NULL
Transfer/CRANum	nvarchar	NULL
Lccasenum	nvarchar	NULL
Lcagency	nvarchar	NULL
Lclocation	nvarchar	NULL
Lcnumcharges	nvarchar	NULL
RowStatus	nvarchar	NULL

dbo.CUSTHOLD		
WorkSpaceID	int	INTEGER NOT NULL
AgencyId	nvarchar	NULL
Location	nvarchar	NULL
Orderid	nvarchar	NULL
CtCaseNum	nvarchar	NULL
CtChargeSeq	nvarchar	NULL
ProbationRequirement	nvarchar	NULL
TimeServed/CreditBasis	nvarchar	NULL
CreditTimeYear	nvarchar	NULL
CreditTimeMonth	nvarchar	NULL
CreditTimeDays	nvarchar	NULL
MandatoryStatute	nvarchar	NULL
CustodySeqNum	nvarchar	NULL
CustodyRecordType	nvarchar	NULL
HoldSentacLevel	nvarchar	NULL
HoldConditionProgram	nvarchar	NULL
SpaceAvailable/SentacLevel	nvarchar	NULL
SpaceAvailable/ConditionProg	nvarchar	NULL
WeekendConditionProgram	nvarchar	NULL
SendStartDate	nvarchar	NULL
TimeAppearance	nvarchar	NULL
Mandatory/SentacLevel	nvarchar	NULL
HOCategory	nvarchar	NULL
MandatoryDays	nvarchar	NULL
MandatoryMonths	nvarchar	NULL
MandatoryYears	nvarchar	NULL
MandatoryType	nvarchar	NULL
ProbationReqLevel	nvarchar	NULL
ProbationReqCaseNum	nvarchar	NULL
ProbationReqCRANum	nvarchar	NULL
RowStatus	nvarchar	NULL

dbo.CHARGER		
WorkSpaceID	int	INTEGER NOT NULL
CtCaseNum	nvarchar	NULL
CtSequenceNum	nvarchar	NULL
CriminalActionNum	nvarchar	NULL
StatuteGroup	nvarchar	NULL
StatShrtDesc	nvarchar	NULL
DateDisposed	nvarchar	NULL
DispCode	nvarchar	NULL
JudgeId	nvarchar	NULL
NolleReason	nvarchar	NULL
ArrestDate	nvarchar	NULL
OffenseDate	nvarchar	NULL
LIOStatShrtDesc	nvarchar	NULL
Lead	nvarchar	NULL
Charge/Juris	nvarchar	NULL
VOPSentacLevel	nvarchar	NULL
DrugName	nvarchar	NULL
RowStatus	nvarchar	NULL
OrdSeq	nvarchar	NULL
OffenderFrequency	nvarchar	NULL
ChargeIndicator	nvarchar	NULL
Probation/ViolationChargeSeq	nvarchar	NULL
DateFiled	nvarchar	NULL
VOPIndicator	nvarchar	NULL

dbo.CONDHOTE		
WorkSpaceID	int	INTEGER NOT NULL
CtCaseNum	nvarchar	NULL
CtChargeSeq	nvarchar	NULL
Location	nvarchar	NULL
AgencyId	nvarchar	NULL
Orderid	nvarchar	NULL
SendText	nvarchar	NULL
ConditionSeqNum	nvarchar	NULL
TextElement	nvarchar	NULL
RowStatus	nvarchar	NULL
RowStatusNatural	nvarchar	NULL

dbo.AGMIRETV		
WorkSpaceID	int	INTEGER NOT NULL
Orderid	nvarchar	NULL
AgencyId	nvarchar	NULL
Location	nvarchar	NULL
AggMitSeqNum	nvarchar	NULL
AggMitCode	nvarchar	NULL
FactorIdentifier	nvarchar	NULL
RowStatus	nvarchar	NULL

### 3.3.1.3 ASOP Data from ADABAS

Below are the source ADABAS mainframe files feed the population of the sentencing tables displayed above in section 3.3.1.2.

dbo.JIC-SENTENCE-ORDER-CHARGE-SEQ		
X1	CT-CHARGE-SEQ	int INTEGER NOT NULL
	CHARGE-SENT-SEQ	int INTEGER NULL
	PK_JIC-SENTENCE-ORDER-CHARGE-SEQ	(CT-CHARGE-SEQ)
X1	PK_JIC-SENTENCE-ORDER-CHARGE-SEQ	(CT-CHARGE-SEQ) UNIQUE

dbo.JIC-SENTENCE-FINES-COSTS			
X1	CT-CHARGE-SEQ	int	INTEGER NOT NULL
	FIN-SEQ-NUM	char	CHARACTER (3) NULL
	AMOUNT-TYPE	char	CHARACTER (999) NULL
	FINANCIAL-AMOUNT	decimal	DECIMAL (9, 2) NULL
	SUSPENDED-AMOUNT	decimal	DECIMAL (9, 2) NULL
	PK_JIC-SENTENCE-FINES-COSTS	(CT-CHARGE-SEQ)	
X1	PK_JIC-SENTENCE-FINES-COSTS	(CT-CHARGE-SEQ) UNIQUE	

dbo.JIC-SENTENCE-OVERALL		
X1	Order-ID	char CHARACTER (22) NOT NULL
X2	SENTENCE-STATUS	char CHARACTER (3) NOT NULL
X2	SENTENCE-DATE	date NOT NULL
	EFFECTIVE-DATE	date NULL
	ORIGINAL-SENTENCE-DATE	date NULL
	SENTENCE-JUDGE	char CHARACTER (6) NULL
	RESTITUTION-DETERMINED-BY	char CHARACTER (3) NULL
	NOTES-ID	char CHARACTER (10) NULL
	HABITUAL-OFFENDER	char CHARACTER (12) NULL
	PK_JIC-SENTENCE-OVERALL	(Order-ID)
X1	PK_JIC-SENTENCE-OVERALL	(Order-ID) UNIQUE
X2	X_JIC-SENTENCE-OVERALL_SENTENCE_INFO	(SENTENCE-DATE, SENTENCE-STATUS) UNIQUE

dbo.JIC-SENTENCE-EXCEPTIONAL-FACTORS		
X1	AGGMIT-CODE	char CHARACTER (1) NOT NULL
	FACTORS-IDENTIFIER	char CHARACTER (6) NULL
	PK_JIC-SENTENCE-EXCEPTIONAL-FACTORS	(AGGMIT-CODE)
X1	PK_JIC-SENTENCE-EXCEPTIONAL-FACTORS	(AGGMIT-CODE) UNIQUE

dbo.JIC-SENTENCE-CUSTODY			
X1	CT-CHARGE-SEQ	int	INTEGER NOT NULL
	CUSTODY-SEQ-NUM	char	CHARACTER (3) NULL
	CUSTODY-RECORD-TYPE	char	CHARACTER (1) NULL
	LOGICAL-OPERATOR	char	CHARACTER (999) NULL
	PROGRAM	char	CHARACTER (999) NULL
	PROBATION-REQUIREMENT	char	CHARACTER (3) NULL
	PK_JIC-SENTENCE-CUSTODY	(CT-CHARGE-SEQ)	
X1	PK_JIC-SENTENCE-CUSTODY	(CT-CHARGE-SEQ) UNIQUE	

dbo.JIC-SENTENCE-DOC-INDEX			
FK1	X1	SENTENCE-DATE	date NOT NULL
FK1	X1	SENTENCE-STATUS	char CHARACTER (3) NOT NULL
		DOC-PROCESS	char CHARACTER (1) NULL
		PK_JIC-SENTENCE-DOC-INDEX	(SENTENCE-DATE, SENTENCE-STATUS)
FK1	FK_JIC-SENTENCE-DOC-INDEX	JIC-SENTENCE-DOC-INDEX	(SENTENCE-DATE, SENTENCE-STATUS)
X1	PK_JIC-SENTENCE-DOC-INDEX	(SENTENCE-DATE, SENTENCE-STATUS) UNIQUE	

dbo.JIC-SENTENCE-CONDITIONS		
X1	CONDITION-SEQ-NUM	char CHARACTER (3) NOT NULL
	PK_JIC-SENTENCE-CONDITIONS	(CONDITION-SEQ-NUM)
X1	PK_JIC-SENTENCE-CONDITIONS	(CONDITION-SEQ-NUM) UNIQUE

dbo.JIC-NOTES		
X1	NOTES-TYPE	char CHARACTER (6) NOT NULL
	PK_JIC-NOTES	(NOTES-TYPE)
X1	PK_JIC-NOTES	(NOTES-TYPE) UNIQUE

dbo.JIC-PAYEE			
X1	CT-CHARGE-SEQ	int	INTEGER NOT NULL
	PAYEE-SEQ-NUM	char	CHARACTER (3) NULL
	AMOUNT	decimal	DECIMAL (9, 2) NULL
	PK_JIC-PAYEE	(CT-CHARGE-SEQ)	
X1	PK_JIC-PAYEE	(CT-CHARGE-SEQ) UNIQUE	

dbo.JIC-DOCUMENTS		
X1	DOCUMENT-TYPE	char CHARACTER (6) NOT NULL
	PK_JIC-DOCUMENTS	(DOCUMENT-TYPE)
X1	PK_JIC-DOCUMENTS	(DOCUMENT-TYPE) UNIQUE

dbo.JIC-CHARGE		
X1	DRUG-NAME	char CHARACTER (40) NOT NULL
	PK_JIC-CHARGE	(DRUG-NAME)
X1	PK_JIC-CHARGE	(DRUG-NAME) UNIQUE



## 4.0 Technical Environment

### 4.1 Details

Use of a development platform other than VB.Net 2017 will require prior approval from JIC. JIC maintains development platform standards that are a subset of DTI standards.

A user will access the ASOP application while logged in to a desktop, most likely at their desk or in a courtroom. They will connect to the ASOP server via a Terminal Service connection. On that server, they will run the ASOP application, logging in with their mainframe username and password.

The server will have Windows Server Enterprise 2008 Service Pack 1 installed. The application must be able to run in that environment as well as Windows Server 2012 & 2016 and Windows 7 & 10. The application must also be able to print to a user session defined mainframe printer.

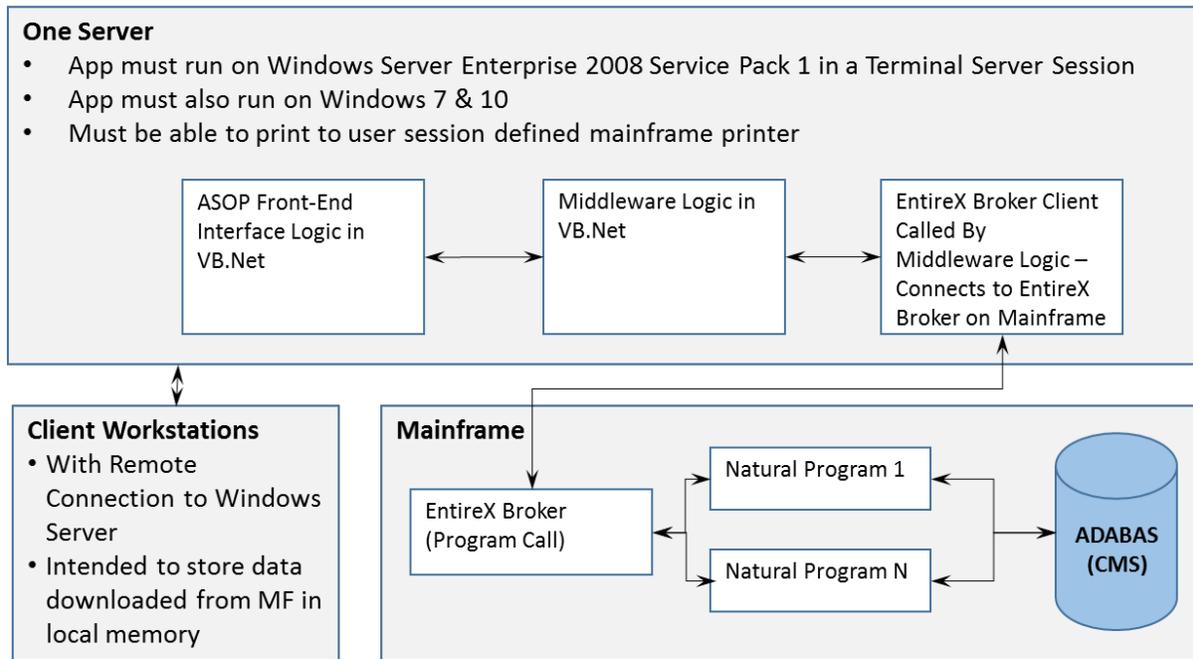
The ASOP server will have an EntireX Broker client that connects to a broker on the mainframe to obtain and save case data to and from the mainframe. This broker will connect to a Natural program and/or another broker to connect to the mainframe ADABAS database. This ADABAS database is the ultimate (authoritative) record store for the ASOP system.

It is intended that EntireX will be upgraded from current its current 5.x version to latest version which, as of now, is 9.12. Then integration of the ASOP front-end with the EntireX Broker client will require some custom development.

Data currently stored in ACCESS (for drop lists in the end user interface and for population of the sentencing screens described above in Section 3.3.1.1 and 3.3.1.2) is intended to be downloaded from the mainframe when the user logs in to the ASOP system. Rather than populating an intermediate database per the current architecture, it is intended to be stored in local memory. Temporary data currently stored in the ASOPWorkspace.MDB database will also be held in memory until it is uploaded to the mainframe.

The above is summarized in the following diagram.

# Future ASOP Architecture



## 4.2 Deliverable Requirements

Technical knowledge transfer, including technical documentation of the design of the application must be provided to JIC by the development vendor.

## 5.0 Operational Requirements

### 5.1 Fault Tolerance and Recovery Requirements

#### 5.1.1 Single Points of Failure in Future ASOP Environment

- Network
- Terminal Server
- EntireX Mainframe Broker
- Remote Access License Server
- ASOP Print Server

#### 5.1.2 Requirements for Enhancing Fault Tolerance and Recovery

The following are requirements for enhancing ASOP fault tolerance and recovery capability:

- Perform regression testing prior to installing patches/upgrades on terminal servers
  - Maintain the existing separate development environment for testing of any upgrades (server, application, etc.)
- Per JIC Requirements, the system must run on a Windows Server 2008 Service Pack 1 Terminal Service client as well as Windows Server 2012 & 2016 and Windows 7 & 10
- It is intended that EntireX will be upgraded to latest version (currently 9.12)
  - Ensure that upgrade (from current 5.x) is fully compatible with the upgraded ASOP application

- Maintain a virtual environment if possible
- Continue with current backup schedule (Weekly full backups with daily incremental backups)
  - Restoring to a new Terminal Server can be done quickly since all data is stored on the mainframe

### 5.1.3 System Availability Requirements

- The ASOP application must be available to the court between the hours of 8:00 AM and 6:00 PM Monday through Friday.
  - Any hardware or software maintenance will need to be completed between the hours of 6:01 PM and 7:59 AM or on Saturday and Sunday with advanced notice and approval from the court.
  - The court would like a 3-day advanced notice on any scheduled maintenance, fixes or updates to the application or the hardware along with a description of the work to be performed.
  - The JIC standard maintenance window is 8:30 PM to 10 PM EST daily.
- Acceptable downtime for unplanned outages is 4 hours.
  - This does not include the mainframe or other hardware that is not under JIC control. Failure could occur at points outside of JIC's control.

## 5.2 Security Requirements

### 5.2.1 Authentication

Authentication will be handled by verification through the mainframe. The following is the foreseen high level process:

- The user will open the ASOP application.
- They will be prompted for their mainframe (ACF2) credentials
  - NOTE: These will not be same as their network credentials. A message/warning should be displayed indicating that.
- The user's credentials will be validated against the mainframe and access will be granted if the credentials entered match the credentials from the ACF2 system. The validation across the network must be encrypted since it will be transferring a user ID and password.
  - NOTE: The vendor will be responsible for proposing the solution and JIC will assist in validating it with the Delaware Department of Technology and Information (DTI) security standards.

**All transactions will require all users to be authenticated. The current system does not require this authentication. It is preferred that authentication and determination of the application access level for users be performed at the mainframe level.**

### 5.2.2 Authorization and Access Controls

If the user successfully passes the authentication process outlined above, their access level in the mainframe will be returned and used by the user interface code to provide the proper access. Current access levels available to users are:

- F – Full Access - Read, write, and view all data in the application
- G – View Only for sentencing data; users have the ability to update other sections of the application
- P – Presentence Investigation Unit - Full access is provided with the exception of the ability to approve orders based on information from reports.
- A – *Very few people have this. During system design, rights associated with this level need to be investigated and specified.*

The existing process for providing access control management already exists and need not change. The process consists of:

- The Court Information Security Office (ISO) sending requests for new or modified access to the JIC ISO.
- The JIC ISO reviewing the requests and modifying the mainframe security record as needed.

### 5.2.3 System Integrity

System protection will be supplied by current system protection applications. Databases will be required to exist in the State DMZ and the system will need to be available to users through a Two-Tier Architecture Landscape. Here the user will not access the database directly, but rather accesses the application which in-turn accesses the database.

The architecture of any system must protect the assets which comprises that system including but not limited to, physical hardware, operating system, business software and the data information contained within.

First the system will need to consider the classification of the data and information. The classification will determine the amount of security that must be applied not only to the static components and data at rest, but also to the system's data while it is in transit between client and server. Data classifications consist of:

- State of Delaware Public – Information available to the general public and accessible by the public.
- State of Delaware Confidential – Information covered by one or more laws. The disclosure of this information could endanger citizens, corporations, business partners and others. The types of information might be covered under non-disclosure agreements or safeguarded by a general reference in law or best practices.
- State of Delaware Secret – Information that, if divulged, could compromise or endanger the people, or assets of the State such as Public Safety Information. This includes data that is specifically protected by law (e.g. HIPAA).
- State of Delaware Top Secret – Information that could, if divulged, expose the State's citizens and assets to great risk.

Second the system will need to consider the audience(s) requiring access to the system.

- Authorization and Authentication needs to be in place as this is a security process in which the user provides a means of identification proving that the person is who they say they are.
- Password Standards and Management needs to be enforced, strong password standard requirements and support user authentication.
  - Users shall be required to enter their old password prior to changing.
  - The system will require the user to change their password upon first logon.
  - Admin interfaces will not display user passwords while managing a user's account.
  - Administrative interfaces shall allow a system admin to reset or change password.
- The system will need to check access control permissions.
  - Users will need to be restricted to the information and functionality based on their role.

Third the system will need to consider the security controls that must be designed into the system.

- Software coding standards includes considerations for development of secure software and features within the application to enhance security.
- Auditing and Logging Capabilities. The system must, at a minimum, log the following events:
  - Successful and failed authentication attempts

- Authorization and access failures
- Application errors
- Account lockouts
- Insert, Update, Delete
- Time/Date stamp
- Requestor's Username

#### **5.2.4 Audit**

Currently, a shared connection string using a static user ID transmits the same user ID to the mainframe regardless of who is using the ASOP application. Only the Add User ID and the LAST Update User ID for the user making the most recent update is captured for any records and stored on the mainframe. There is no complete audit trail history for all users stored on the mainframe.

As part of system design, it should be determined whether the system should be enhanced so that the user ID of the person using the application is sent to and stored on the mainframe for audit purposes to track who performed the most recent update to the record. If the enhancement is undertaken, it would predominantly require mainframe programming to be performed by JIC.

CONTRACT NO.: JUD17001-ASOP  
CONTRACT TITLE: RFP for Professional Services to convert VB 5 Application to VB.Net 2017

### Cyber Responsibilities, Liability and Insurance

#### A. Vendor Protection of Customer Data

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

#### B. Definitions

##### Data Breach

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

##### Personally Identifiable Information (PII)

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

## **Customer Data**

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

## **Security Incident**

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

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

1. Vendor shall notify the State without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
  - 1.1 Should the State 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 and the State.
  - 1.2 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 the State.
  - 1.3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by the State.
  - 1.4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:
    - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
    - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
    - 1.4.3. Meet and confer with representatives of the State regarding required remedial action in relation to any such data breach without unreasonable delay.

- 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

**D. No Limitation of Liability for Certain Data Breaches**

1. Covered Data Loss
  - 1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services
2. Covered Disclosure
  - 2.1 The disclosure of Customer Data as a result of a successful Security Incident.
3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor’s liability for the vendor’s breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

**E. Cyber Liability Insurance**

1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, *prior to execution of a contract*, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).
2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract 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.

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

**F. Compliance**

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

#### **G. Media Notice**

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

#### **H. Points of Contact – Data Breach**

1. State of Delaware

Shawn Facen-Simmons  
Judicial Information Center Information Security Officer  
The Judicial Information Center  
92 Reads Way, Suite 100  
New Castle, DE 19720  
e-mail: Shawn.Facen-Simmons@state.de.us

Appendix D is a reasonable representation of the Agreement that will be executed with the awarded vendor(s). The State reserves the right to make modifications as may be necessitated by the nature of the procurement. Vendors are advised that any exceptions to the Agreement as represented herein must be listed on Attachment 3. No additional exceptions will be considered after the bid submission deadline unless the State deems it necessary to modify language in the Agreement in which case any subsequent exceptions will be limited to such modifications.

**PROFESSIONAL SERVICES AGREEMENT**  
for  
**[ENTER CONTRACT NAME]**  
**Contract No. [Enter Contract Number]**

This Professional Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 20\_\_ (Effective Date) and will end on \_\_\_\_\_, 20\_\_, by and between the State of Delaware, Administrative Office of the Courts, Judicial Information Center (“Delaware” or “State”), and \_\_\_\_\_, (the “Vendor”), with offices at \_\_\_\_\_ (collectively the “parties”).

WHEREAS, Delaware desires to obtain certain services to \_\_\_\_\_; and  
\_\_\_\_\_.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

**1. Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware’s request for proposals, attached hereto as Appendix \_\_\_\_; and (c) Vendor’s response to the request for proposals, attached hereto as Exhibit \_\_\_\_\_. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in

the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the budgeted funds set aside for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

## 2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_\_. The Contract may be renewed for two (2) one (1) year periods.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix \_\_\_\_, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix \_\_\_\_.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix \_\_\_\_, Statement of Work will not exceed the fixed fee amount of \$\_\_\_\_\_. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. Delaware reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number ENTER CONTRACT NUMBER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. All expenses incurred in the performance of the services are to be paid by Vendor.

2.8. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.10. Invoices shall be submitted to:

Accounting  
Administrative Office of the Courts  
405 North King Street  
Suite 507  
Wilmington, DE 19801

### **3. Responsibilities of Vendor.**

3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its approved subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
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- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

**4. Time Schedule.**

- 4.1. A project schedule is included in Appendix A.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

**5. State Responsibilities.**

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data applicable to the services to be performed under this Agreement which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data applicable to the services to be performed under this Agreement provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data applicable to the services to be performed under this Agreement from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials.

## **6. Work Product.**

- 6.1. "Preexisting Information" shall mean any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement.
- 6.2. All materials, Vendor developed software, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

- 6.3. Vendor retains all title and interest to the Preexisting Information it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.4. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the services provided under this Agreement, irrespective of their similarity to the services provided under this Agreement. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.5. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all Preexisting Information shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## 7. Confidential Information.

- 7.1 "Confidential Information" shall include any and all information relating in any way to 1) records deemed confidential by Delaware's courts and judicial agencies *Public Access to Judicial Records* available at <http://courts.delaware.gov/help/recordaccess.aspx>; 2) research and development; 3) proprietary or trade secrets; 4) business affairs; 5) personal or payroll data of employees; or 6) other items to be specifically designated as Confidential Information by Delaware, but shall not include:
  - a. Information known to Vendor prior to negotiations leading to this agreement;
  - b. Information that is generally known or easily ascertainable by non-parties of ordinary skill in telecommunications technologies; or
  - c. Information that is required to be disclosed pursuant to applicable law.
- 7.2 Vendor will not disclose to any third party any Confidential Information without first obtaining written permission from Delaware. Vendor shall consult with Delaware prior to releasing Confidential Information pursuant to a request for production.
- 7.3 In addition to the provisions set forth in this section, Vendor shall execute and agree prior to the commencement of any services to be bound by the terms set forth in the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement attached hereto as Appendix   and made a part hereof.
- 7.4 Vendor or Vendor's agents or employees shall not bid nor submit proposals on any State contract or request for proposals that requires the use of Confidential Information as defined by this Section.
- 7.5 Vendor agrees that the Confidential Information obligations shall survive the termination of this Agreement and that Vendor will not disclose, or allow any of its employees, its agents, or its

subcontractors to disclose, to any other person or entity any Confidential Information received from Delaware.

## **8. Warranty.**

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within one (1) year after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware which require Delaware's prior written approval, in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable. In no event shall any indemnification rights that are assigned or pass through require Delaware to indemnify Vendor or a third-party.

## **9. Indemnification; Limitation of Liability.**

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of the negligence or other wrongful conduct of the Vendor, its agents, employees or approved subcontractor(s).
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any services under this Agreement infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
  - a. Delaware's misuse or modification of the services delivered under this Agreement;
  - b. Delaware's failure to use corrections or enhancements made available by Vendor;
  - c. Delaware's use of the services under this Agreement in combination with any product or information not owned or developed by Vendor;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the services under this Agreement; or
  - e. Information, direction, specification or materials provided by Delaware.

If any services under this Agreement are held to be infringing Vendor shall at its expense and option either:

- i. Procure the right for Delaware to continue using it,
- ii. Replace it with a non-infringing equivalent,

- iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

## **10. Employees.**

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance may be required of any employee of Vendor who will be assigned to this project.

## **11. Independent Contractor.**

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any agents, employees or approved subcontractors employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware to Vendor or any of its officers, employees or other agents.
- 11.3. Vendor shall be responsible for providing liability insurance and workers' compensation insurance for its personnel.
- 11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

## **12. Suspension.**

Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

### 13. Termination.

13.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

13.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **14. Severability.**

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

#### **15. Assignment; Approved Subcontracts.**

- 15.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void.
- 15.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 15.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for approved subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work.
- 15.4. All approved subcontractors shall adhere to all applicable provisions of this Agreement. Vendor is responsible for ensuring that any approved subcontractor is provided with a copy of this Agreement and ensuring that any approved subcontractor has read and understood the terms and conditions of this Agreement.
- 15.5. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor or its approved subcontractor(s).
- 15.6. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

#### **16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

## **17. Non-Appropriation of Funds.**

17.1. Validity and enforcement of this Agreement is subject to the appropriation of sufficient or specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate sufficient monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

## **18. State of Delaware Business License.**

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* Chapter 21.

## **19. Complete Agreement.**

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties with respect to this Agreement.

## **20. Miscellaneous Provisions.**

20.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and licensure requirements. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

- 20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 20.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 20.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 20.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning herein.
- 20.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

## 21. Insurance.

- 21.1. Vendor shall maintain the following insurance during the term of this Agreement:
- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
  - b. Commercial General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
  - c. Cyber Liability Insurance – Level 6 (see Appendix \_\_)
- 21.2. The successful vendor must carry at least one of the following depending on the scope of work being performed.
- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
  - b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
  - c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff 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.
- e. Automotive Property Damage (to others) - \$25,000

21.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered to Delaware.

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

Administrative Office of the Courts  
405 North King Street  
Suite 507  
Wilmington, DE 19801

21.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

## **22. Cyber responsibilities, liabilities**

The awarded vendor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) security standards identified in this Agreement, Request for Proposals, and as found in Appendix \_\_.

## **23. Performance Requirements**

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

## **24. Assignment of Antitrust Claims.**

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

## **25. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction and venue in the State of Delaware.

**26. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

**DELAWARE:**

Administrative Office of the Courts  
405 North King Street  
Suite 507  
Wilmington, DE 19801

**VENDOR:**

(Vendor contact address) \_\_\_\_\_

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**JUDICIAL INFORMATION CENTER  
ADMINISTRATIVE OFFICE OF THE  
COURTS OF THE STATE OF  
DELAWARE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VENDOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPENDIX \_\_\_\_

STATEMENT OF SERVICES/RFP

## APPENDIX \_\_

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

The Judicial Information Center, Administrative Office of the Courts of the State of Delaware, 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 data will not be modified without the knowledge and written authorization of the Judicial Information Center. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of that data shall be retained by the State of Delaware.

I, as an employee or officer of my firm, when performing work for the Judicial Information Center, understand that I act as an extension of the Judicial Information Center and therefore I am responsible for safeguarding the State's data and computer files as indicated above, as well as outlined by the Department of Technology and Information's Confidentiality (Non-disclosure) and Integrity of Data, available at <http://extranet.dti.state.de.us/pdf/policies/DTIConfidentiality&IntegrityOfDataDTI0065.pdf>. I will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of the Judicial Information Center. Furthermore, I understand that I am to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I 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 result in 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 this 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 agree to abide by the terms above.

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

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

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

## APPENDIX \_\_

### Cyber Responsibilities, Liability and Insurance

#### I. Vendor Protection of Customer Data

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

#### J. Definitions

##### Data Breach

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

##### Personally Identifiable Information (PII)

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

##### Customer Data

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

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

### **Security Incident**

2. Any unauthorized access to any Customer Data maintained, stored, or transmitted by the Superior Court or a third party on behalf of the Superior Court.

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

1. Vendor shall notify the State without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
  - 1.1 Should the State 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 and the State.
  - 1.2 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 the State.
  - 1.3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by the State.
  - 1.4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:
    - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
    - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
    - 1.4.3. Meet and confer with representatives of the State regarding required remedial action in relation to any such data breach without unreasonable delay.
    - 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

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

1. Covered Data Loss
  - 1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services
2. Covered Disclosure
  - 2.2 The disclosure of Customer Data as a result of a successful Security Incident.
3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

**M. Cyber Liability Insurance**

1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, *prior to execution of a contract*, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).
2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract 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.

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

**N. Compliance**

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

**O. Media Notice**

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

## **P. Points of Contact – Data Breach**

### 1. State of Delaware

Shawn Facen-Simmons  
Judicial Information Center Information Security Officer  
The Judicial Information Center  
92 Reads Way, Suite 100  
New Castle, DE 19720  
e-mail: Shawn.Facen-Simmons@state.de.us