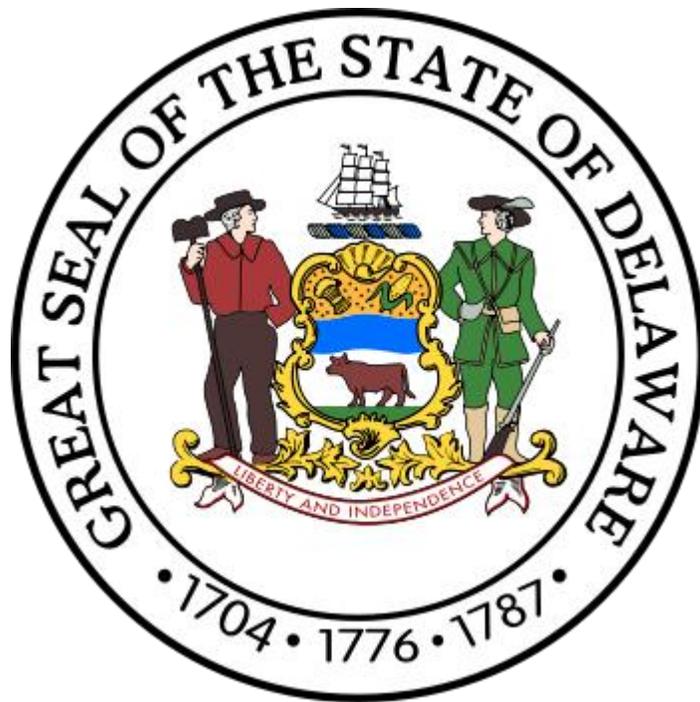


**Request for Proposal  
for a  
Case Management System**



**Delaware Department of Justice**

# Request for Proposal for a Case Management System

## Delaware Department of Justice

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## Overview

The State of Delaware Department of Justice seeks a commercial case management software program, including installation, configuration, program modifications and training services. 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(News Paper)	Date: January 21 and January 28, 2012
Public Notice (online)	Date: January 20 and January 27, 2012
Written requests for clarifications	Date: February 3, 2012 by 4:30 pm ET
Answers to written request for clarifications	Date: February 13, 2012 by 4:30 pm ET
Deadline for Receipt of Proposals	Date: February 29, 2012 by 4:30 pm ET
Notification of Award	Date: March 30, 2012

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 which the applicant may have taken in presenting the proposal. ***If the bidder chooses to meet the specifications by adding a third-party component or co-bidder, please identify the component element of the specification that is being met by this third-party component.***

Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will cause DOJ data to leave the USA or will cause a support or programming person to gain access to the DDOJ system from outside of the United States. The DDOJ reserves the right to deny any and all exceptions taken to the RFP requirements.

## Scope of Services

The Delaware Department of Justice (DDOJ) and its prosecutors and staff require a legal case management software solution that is hosted centrally and can be accessed from any DDOJ location via our wide area network, and/or remotely via SSL and/or VPN. That system would allow detailed management reporting via DDOJ defined requirements and user specific dashboards. DDOJ also requires that the software solution include integration with the existing Delaware CJIS System (DELJIS) using Global JXDM (Justice XML Data Model) mainframe/ADABAS format data transfer.

## Who We Are

The Delaware Department of Justice has over 200 lawyers spread across offices located in Wilmington, Dover and Georgetown, DE. This organization is the largest legal entity in the State of Delaware, larger than the State's largest law firm. The organization is both state and federally funded. It is organized into Divisions and Units as follows:

**Criminal Division** – The Criminal Division of the Department of Justice is responsible for the prosecution of criminal cases. Its mission is to represent the State in all criminal cases, and in so doing safeguard the constitutional rights of defendants and the human rights of victims and their families. This responsibility includes the preparation and presentation of criminal cases before the Superior Court, the Court of Common Pleas, Family Court, and in some matters before the Justice of the Peace Courts. The Criminal Division also provides legal assistance to other law enforcement agencies and maintains a Victim/Witness Assistance Program.

### Units of the Criminal Division:

**Appeals Criminal Unit** – The Appeals Unit of the Criminal Division is responsible for the appellate litigation of criminal cases pending in both state and federal courts. Deputy Attorneys General of the Appeals Unit serve as the chief courtroom lawyers for the State before the State Supreme Court. The Appeals Unit also screens cases so as to advise which: 1) the State should appeal from adverse lower-court decisions; 2) the State should join as amicus curiae as the State may not be a party but important Delaware state interests are at stake; and 3) confession of judgment or confession of error are appropriate as the State's prior official position in a matter appears to be unviable or clearly unjust, even if the State had been successful in the lower courts. Lastly, the Unit provides regular guidance and research assistance to trial attorneys in the Criminal Division regarding complex legal issues in criminal matters.

### By County:

#### New Castle County

**Case Processing Unit** – The Case Processing Unit is responsible for case file management and case tracking. The Unit maintains all criminal case files, so as to provide quick access and sufficient data. The Case Processing Unit is staffed entirely by support personnel, and it is supervised by the head of the Felony Screening Unit.

**City of Wilmington Unit and New Castle County Unit** – These two units prosecute all felony level crimes including drug cases in New Castle County. The units are based on a specific geographic area/policy agency. Members of the Unit work closely with law enforcement agencies. Trial attorneys are assigned to cases and are responsible for prosecuting these cases from arraignment through sentencing. Paralegals assist conducting intake interviews.

**Felony Screening Unit** – The goal of the Felony Screening Unit is to screen and process various felony cases prior to trial in Superior Court. The unit is responsible for gathering information from the investigating police agency and making an initial determination as to whether the case should be prosecuted, and, if so, on what charges. Where appropriate, the Felony Screening Unit aims to resolve these cases without a trial. The responsibilities of the Felony Screening Unit also include the presentation of cases to the Grand Jury, the litigation of cases at the preliminary hearing stage, coordinating the extradition of offenders from foreign states to Delaware and other ancillary matters.

**Misdemeanor Trial Unit** – The Misdemeanor Trial Unit prosecutes misdemeanor criminal offenses and motor vehicle offenses in the Court of Common Pleas. The Unit has recently begun a pilot project which provides prosecutors to criminal cases heard in Justice of the Peace Court 20.

**Sex Crimes Unit** – The Sex Crimes Unit prosecutes all sex offenders. The Sex Crimes Unit is comprised of Deputy Attorneys General, social workers, paralegals, and administrative assistants. The social workers participate in the interviews with police officers and victims and act as liaisons between victims and the Unit's prosecutors. The social workers also assist victims in applying to VCAP for compensation.

Cases are referred to our unit from various law enforcement agencies. The law enforcement officer conducts an intake with a Deputy Attorney General to determine whether a case can be prosecuted and what charges should be filed. The prosecutor reviews the case in detail with the officer and may request follow up investigation. If a decision to arrest and indict a case is made, the deputy and social workers will discuss the case with the victim prior to the case coming to court. Occasionally, the prosecutor will want to meet with the victim prior to arrest to discuss issues with respect to the prosecution of a case.

If a case goes to trial, the prosecutor and social worker will meet with the victim prior to trial to prepare the victim for testimony in a courtroom. During trial, a social worker will be available to answer questions and guide the victim through this process. At the conclusion of the trial, if there is a verdict of guilty, the prosecutor and the social worker will explain the sentencing process. After sentencing, the social worker/prosecutor will ensure that the victim is kept apprised of the status of the case until the sentence has concluded. At this stage, the victim will be informed of any appeals, violations of probation, and release from incarceration to the extent our unit is informed of these events.

The unit also attends forensic interviews conducted by the Children's Advocacy Center. A prosecutor and social worker participate as team members with the Division of Family Services

and law enforcement to evaluate a case brought into the CAC and determine if the case can be prosecuted. The CAC has been extremely valuable in limiting the number of interviews of a child victim and in preserving a disclosure of sexual abuse on videotape as evidence to use at trial, if necessary. The CAC process also ensures that a child will have a detailed physical examination, if necessary by a medical doctor who qualifies as an expert witness in child sexual abuse.

***Victim Witness Unit*** – The Victim/Witness Unit is a state-wide unit which provides assistance to the victims of crimes and their families. Assistance with the criminal justice process is also provided to witnesses. The unit is staffed by social workers and clerical employees. The Victim/Witness Unit assists victims and witnesses by such means as counseling, referral for medical and/or psychological treatment, encouragement, transportation, and other services as needed. The Unit also assists in the vital process of ensuring that victims and witnesses are notified of all scheduled events relating to the prosecution of a criminal case.

#### **Kent and Sussex County –**

**Superior Court Unit** – Each county has a unit that prosecutes all felony level crimes including drug cases. Members of the Unit work closely with law enforcement agencies. Trial attorneys are assigned to cases and are responsible for prosecuting these cases from arraignment through sentencing. Paralegals assist conducting intake interviews.

**Felony Screening Unit** – The goal of the Felony Screening Unit is to screen and process various felony cases prior to trial in Superior Court. The unit is responsible for gathering information from the investigating police agency and making an initial determination as to whether the case should be prosecuted, and, if so, on what charges. Where appropriate, the Felony Screening Unit aims to resolve these cases without a trial. The responsibilities of the Felony Screening Unit also include the presentation of cases to the Grand Jury, the litigation of cases at the preliminary hearing stage, coordinating the extradition of offenders from foreign states to Delaware and other ancillary matters. This unit includes the same responsibilities as the New Castle County's Case Processing Unit.

**Misdemeanor Trial Unit** – The Misdemeanor Trial Unit prosecutes misdemeanor criminal offenses and motor vehicle offenses in the Court of Common Pleas. The Unit has recently begun a pilot project which provides prosecutors to criminal cases heard in Justice of the Peace Court 20. The Unit also prosecutes crimes committed by juveniles in the Family Court.

**Sex Crimes Unit** – see description above.

#### **Kent County only –**

**Child Predator Unit** – The first of its kind in Delaware, the Child Predator Unit will employ dedicated investigative and prosecutorial resources to identify, pursue, prosecute and punish criminals who seek to prey on Delaware's children. With specially trained and dedicated staff, the Child Predator Unit will work collaboratively with the Delaware State Police and other

agencies in a proactive effort to identify and track down predators and pedophiles before they can harm our children.

**Family Division** – The Family Division is focused on protecting Delaware’s families by securing justice for victims of domestic violence, and is responsible for handling cases involving child protection, child support, and juvenile delinquency and truancy.

**Units of the Family Division:**

**Child Support** – The Child Support Division represents the State, through the Division of Child Support Enforcement, in establishing, modifying, and enforcing child support orders. In addition, it handles prosecutions of criminal non-support cases.

**Child Protection** – The Child Protection Division represents the Division of Family Services in all cases of dependency, neglect, and abuse, including termination of parental rights and adoption.

**Domestic Violence** – The Domestic Violence Unit prosecutes cases involving domestic violence (including child physical abuse) in the Superior Court, Family Court and Court of Common Pleas. The Unit’s social workers provide assistance to domestic violence victims.

**Juvenile Delinquency and Truancy** – The Juvenile Delinquency and Truancy Division conducts all proceedings involving juvenile delinquency and truancy to protect the community and the interests of the juvenile.

**Family Court** – The Family Court Unit prosecutes most crimes committed by juveniles, except in certain serious offenses including murder and first degree rape.

**Fraud/Consumer Protection Division** – The Fraud and Consumer Protection Division protects the public from Securities fraud, Medicaid provider fraud, Patient Abuse, Neglect and Mistreatment, public corruption, white collar crime, organized crime, and misleading or deceptive business practices. The Fraud Division is divided into four major statewide units: the Consumer Protection Unit, the Medicaid Fraud Control Unit, the Securities Fraud Unit and the Special Investigations Unit. The Division is led by the Fraud Division Director.

**Units of the Fraud Division:**

**Medicaid Fraud Control Unit** – The State of Delaware and the Federal Government have designated the Medicaid Fraud Control Unit (MFCU) to investigate and prosecute illegal acts relating to Medicaid funds. Created in 1980, the MFCU, which is housed within the Delaware Department of Justice, is designed to protect the Delaware residents who receive Medicaid and the taxpayers who support the program. The MFCU is also responsible for investigating and prosecuting patient abuse, neglect, mistreatment, or exploitation which occurs in Delaware’s healthcare facilities. The MFCU has a professional staff of prosecutors, investigators and auditors who review allegations involving:

- Medicaid Fraud: civil or criminal fraud against the state by healthcare providers who treat Medicaid recipients.
- Patient Abuse, Neglect or Mistreatment: criminal abuse, neglect or mistreatment of patients in healthcare facilities, including nursing homes and mental health residential facilities.
- Financial Exploitation: theft or misuse of funds belonging to residents of Delaware healthcare facilities.

**Special Investigations Unit** – The Special Investigations Unit is responsible for investigating select criminal matters involving public corruption, certain white collar crimes, and government and organized crime. Special investigators provide assistance and expertise to agency divisions, assist law enforcement agencies throughout the State, and conduct background checks on those citizens petitioning to carry concealed weapons.

**Securities Unit** – The Securities Unit is responsible for civil and criminal jurisdiction over the sale of securities and the activities of investment professionals within the State of Delaware. This Unit investigates and prosecutes security fraud and licensing violations. Further, the Unit collects fees related to securities filings and registration of investment professionals. The Unit is headed by the Securities Commissioner who is a Deputy Attorney General.

**Civil Division** – The Civil Division is responsible for providing legal services to the officers, departments, boards, agencies, commissions, and instrumentalities of State government. The State Solicitor is appointed by the Attorney General and reports through the Chief Deputy Attorney General. Much like a private law firm, the Civil Division provides all legal advice in civil matters for the State of Delaware. The Civil Division is organized statewide into five groups: Administrative Law & Education, Departments & Agencies, Affirmative Litigation, Defensive Litigation and Financial & Commercial Services.

**Units of the Civil Division:**

**Administrative Law & Education Group** – The Administrative Law & Education Group provides legal advice and representation to boards and commissions of the State within the Division or Professional Regulation as well as to the State Board of Education, Department of Education and their associated boards and committees. .Deputies are responsible for advising the boards and agencies in all manner of their operations, including, but not limited to: providing interpretation and advice on the application of statutes and regulations, including ensuring proper meeting conduct in accordance with the Administrative Procedures Act and Freedom of Information Act; assistance in development, drafting, and adoption of regulatory changes, including conducting public hearings; guiding the administrative hearing process, including professional discipline and licensure; drafting written opinions; conducting research; advising agency heads and board members and support staff in the performance of their duties; defense of board decisions on appeal; development and drafting of statutory changes; and litigation in the Delaware Superior Court, Supreme Court and Court of Chancery and in the Federal courts as well.

***Affirmative Litigation Group*** – The Affirmative Litigation Group is responsible for pursuing litigation on behalf of the State of Delaware and its citizens in civil matters in federal and state courts. These filings involve enforcement of environmental, labor, and insurance laws and regulations. Attorneys in this Group also initiate administrative enforcement actions in these areas, and with respect to professionals such as physicians and nurses. These lawyers represent the State’s interest before courts, boards, commissions, and other hearing officers. In addition, The ALG is responsible for enforcement of the State Freedom of Information Act.

***Defensive Litigation Group*** – The Defensive Litigation Group handles a high volume of personal injury, prisoner civil rights, torts, and employment discrimination defensive litigation involving all State Agencies, including, but not limited to, the Delaware State Police and the Delaware Department of Correction.

***Departments & Agencies Group*** – The Departments and Agencies Group provides general counsel work to numerous agencies throughout the State. General Counsel work includes rendering legal advice, representation in court and administrative proceedings, drafting of legislation and regulations, and procurement issues. In addition, this Group engages in a variety of legal activities to protect the elderly and disabled, including Adult Abuse prosecutions, filing guardianship petitions and participating in fair hearings (Medicaid) for the Division of Medicaid and Medical Assistance.

***Government Services Group*** – The Government Services Group provides legal advice and representation to the financially focused departments and agencies of the State, Like Departments and Agencies Group, this Group offers general counsel work, including rendering legal advice, representing the agencies in court and administrative proceedings, drafting of legislation and regulations as well as advising in procurement and contracting.

**Executive Office** – The Executive Office is responsible for providing customer-oriented operational support to DDOJ’s employees. The Executive Office manages information systems, personnel programs, fiscal discipline, purchasing and supply, facilities, and oversees the immigration and naturalization related services provided to residents of Delaware. The Executive Office is led by the Director of Operations and is divided into several groups. At present, those are Human Resources, Fiscal Unit, Supply & Purchasing, Information Technology, and Service for the Foreign Born.

**Units of the Administrative Division:**

***Fiscal Unit*** – The Fiscal Unit manages all fiscal matters within the Department which include: grant management; planning, programming, and budgeting for both the operating and capital budgets; administering the Special Law Enforcement Assistance Fund; informing senior leadership on status of expenditures throughout the fiscal year; and preparing annual budget recommendations to the Attorney General.

***Service for the Foreign Born*** – Service for the Foreign Born provides counseling services and assistance for residents of Delaware applying for citizenship and/or immigration benefits. Foreign Born establishes case files and follows up with federal agencies to determine

status and serves as the liaison between residents of Delaware and the Immigration and Naturalization Service.

***Human Resources*** – Human Resources is responsible for the management of employee benefits, payroll administration, recognition programs, office safety, tracking and monitoring of the performance appraisal system, facilitating training opportunities for support staff, advertising for support staff vacancies, conducting screening interviews, and managing the vacation/sick leave program. The Director of Human Resources exercises general supervision over the DDOJ's support staff.

***Department of Technology & Information*** – The Information Technology Group manages the DDOJ's information systems. Responsible for acquisition and maintenance of contemporary electronic data processing equipment for all county offices, management of DDOJ's specific applications, such as the DDOJ's Case Management System, and serves as a liaison between the Department of Technology and Information, the Delaware Justice Information System, and the Delaware State Police State Bureau of Identification.

***Supply & Purchasing*** – The facility manager is responsible for providing supply, transportation, and equipment support for DDOJ personnel and serves as the primary purchasing agent for the DDOJ, closely following purchasing and contracting directives. The facility manager is responsible for managing the DDOJ fleet vehicles.

## What We Do

The Department of Justice has responsibilities in the following areas:

**Preventing Crime** – The Criminal Division of the Department of Justice is responsible for the prosecution of criminal cases, with the exception of domestic violence and juvenile cases which are prosecuted by the Family Division. Its mission is to represent the State in all criminal cases, and in so doing safeguard the constitutional rights of defendants and the human rights of victims and their families. This responsibility includes the preparation and presentation of criminal cases before the Superior Court, the Court of Common Pleas, Family Court, and in some matters before the Justice of the Peace Courts. The Criminal Division also provides legal assistance to other law enforcement agencies, and maintains a Victim/Witness Assistance Program.

The Division is managed by the State Prosecutor, who is appointed by the Attorney General and reports through the Chief Deputy Attorney General. The Criminal Division maintains offices in each of Delaware's three counties. Each of the county offices is headed by the County Prosecutor, who is appointed by the Attorney General and reports through the State Prosecutor. In New Castle County, the office is organized into several units. These units are the Felony Screening Unit, the Felony Trial Unit, the Sex Crimes Unit, the Drug Unit and the Misdemeanor Trial Unit. In Kent and Sussex Counties the office is organized into a Felony Trial Unit, a Felony Screening Unit, a Sex Crimes Unit, and a Misdemeanor Trial Unit.

**Protecting Families** – The Family Division brings together four existing Department of Justice units: Child Support, Child Protection, Domestic Violence and Child Abuse, and Juvenile Delinquency and Truancy. Staff are being cross-trained to provide a full range of legal services to victims, families, and juvenile delinquents.

**Guarding Consumers** – Consumer Protection is part of the Fraud Division of the DDOJ. The objective of the programs and functions of Consumer Protection is the protection of the general public against consumer fraud and violation of consumer protection laws. These objectives are carried out through enforcement of state statutes, consumer education and information, consumer advocacy and coordinated state and federal governmental cooperation.

**Securing Seniors** – Across the nation, senior citizens are all too often the victims of financial exploitation. Unscrupulous individuals who perpetrate sweepstakes fraud, home repair fraud, telemarketing fraud, and insurance and investment fraud often target the elderly. Sadly, even family members and caretakers sometimes view seniors as easy prey. Historically, there have been few resources specially designated for the detection, investigation and prosecution of crimes of a financial nature against seniors who live in the community and that is where most of the crimes involving financial exploitation occur. The Delaware Department of Justice is committed to investigating and prosecuting those who would take advantage of our senior citizens.

**Represent the State** - The Delaware Department of Justice provides legal services, including general counsel as well as litigation services, to the officers, departments, boards, agencies, commissions, and instrumentalities of State government.

## Technology Background

The DDOJ handles thousands of legal cases each year across their various divisions: the Criminal Division; the Civil Division; Fraud and Consumer Protection; and Family Division. The DDOJ also provides legal services to all of the Delaware State Agencies.

***For these reasons, the DDOJ is providing this Request for Proposal to install a comprehensive Case Management System to facilitate the productivity of their professionals.***

There will be users of the case management system in all three of our locations. The Wilmington location has approximately 280 employees. The Dover location has approximately 70 employees and the Georgetown location has approximately 70 employees.

The organization has a three person IT staff with additional support available from the state's DTI (Department of Technology & Information) organization which serves other state agencies, as well.

The DDOJ has approximately 8 Microsoft Physical Servers. The DDOJ's 475 PC workstations are based on Microsoft XP and Microsoft Windows 7. The DDOJ uses Outlook and Exchange for e-mail. Outlook and Exchange is being hosted by DTI in Dover.

With an ever-increasing workload, the DDOJ is requesting proposals for an extensive and full function Case Management System. The proposal should include Comprehensive Case Management Software, Related Training, IT Platform Training; Server Hardware; Operating System and Middleware Software; all related Software Maintenance; and Software Interfaces/downloads from the DELJIS (Criminal Justice System) system.

### **The current IT environment is as follows:**

**Workstations** – There are approximately 475 total workstations in the DDOJ's offices across all three locations. Approximately one third are Windows 7 running in 64-bit mode with each having 4Gb of RAM. Approximately two thirds are running Windows XP and most of these have only 1Gb of RAM. (A small portion of them have 2Gb of RAM.)

By the time of the Case Management implementation, the organization will have all PCs upgraded to the Windows 7 level running in 64-bit mode with each having 8Gb of RAM. All workstations at that time will be running Microsoft Office version 2010.

**Servers** – At the present time, Microsoft Exchange is hosted by the DTI central IT group in Dover, DE. At the DDOJ in Wilmington, the organization has about 20 servers of which only 8 are physical servers. There are two of the physical servers running VMware. The two VMware servers allow the organization to run the total of 20 servers. The organization is also running two Microsoft SQL Servers, one for Concordance litigation support software.

At the time of the Case Management implementation, the organization believes that the Microsoft Exchange Server should be located in the Wilmington office in order to facilitate

superior interaction with the Case Management System. This will allow e-mail and document management functions to operate in a superior bandwidth environment. We believe that the Case Management System will help to consolidate servers, leaving the organization with only an Exchange Server and the Case Management System. The DDOJ uses Microsoft's Active Directory System.

**Communications** – In Wilmington, the organization is communicating to the PC desktops at Gigabit speeds because of the quality of our switches and the use of 5e cabling. The Georgetown and Dover offices are communicating to the servers in Wilmington at approximately 6-8Gb (up and down) per second. The organization would like to run the case management system in the Wilmington location because of the strong communications speed to the desktop (1 Gigabit to the desktop).

By the time of the Case Management implementation, the Georgetown and Dover offices will need to have their communications bandwidth increased to 25Gb (up and down) per second. This speed will be necessary for the case management system applications, which will be resident on server(s) in the Wilmington office.

**Interfaces to the DELJIS System (The Criminal Justice System)** – The DDOJ currently must access or download data from the DELJIS system relative to an open case. The new case management system will need to interface to the DELJIS system through interfaces/broker calls in order to bring in the necessary data. Specifications will be provided to assist the bidder.

# Required Functionality for the Case Management System<sup>1</sup>

## A Centralized Case Profile Repository

1. The desired system must have a centralized repository for Case Profiles. These Case Profiles will provide summary information on all of the cases being handled by the DDOJ. The profile will provide all contacts on the case, critical dates related to the case (docket information), the attorneys assigned to the case, opposing parties, case notes, document variables for standardized documents and more. These profiles and related document templates must be available in different formats for each Practice Area of the organization. A large number of these cases will be criminal prosecutions. The Case Profile provides a single location for the user to go to and find all of the pertinent updated information regarding a case.

The Case Profile links and is integrated with all major systems of Case Management: Client Relationship Management (CRM); Document Templates; Document and e-mail Management Systems; Records Management/Dead Files; Conflict Avoidance Systems; Docketing/Calendar Management Systems and Litigation Support Systems. The proposed Case Management System should provide Intranet/Extranet capabilities to facilitate the sharing and collaboration of case information between other agencies, co-counsel and allied law enforcement.

**Please describe what your software has that would be similar/comparable to this requirement for a Case Profile and its centralized case profile repository. Be as detailed in your response as possible.**

2. The Case Profile Page must be integrated with the CRM, Docket and Document Management Systems. For example, when a user fills out a date in the Case Profile, the system should automatically create or update the record in the Docket System as well as notify the professionals on the case via e-mail. Later in this RFP, see the Docket/Calendar Management requirements. The key to understanding the concept of a Case Profile is the understanding of the integration with these other primary systems as in the example of the integration with the Docket System just discussed. The integration with CRM, Document and e-mail management should also be similar in concept related to the docket system's integration with the Case Profile.

**Please describe what your software has that would be similar or comparable to this requirement of integration between a Case Profile and the other major systems (CRM, Docket, Document Management, Document Templates, Conflict Avoidance, etc.) Be detailed in your explanation of how your system integration works.**

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<sup>1</sup> Please note that the descriptions of the workflows contained in this RFP are generalized but sufficient to provide potential vendors with the ability to offer a general proposal. More specific detail regarding the workflows of the each division will be provided to the vendor(s) the DDOJ selects for negotiation.

3. The Document Template Portion of the Case Profile Page provides user-definable fields that work in conjunction with field exchange to a standardized document, i.e. a pleading, a request for medical records, etc. Document Template Variables are entered into the Case Profile Page. Document Templates need to be available for each practice group since their document requirements and their templates will be different with each practice group. The System will need to accommodate hundreds if not thousands of Document Templates. Document Templates will facilitate the automatic generation of repetitive documents that are needed for a case.

**Please describe what your software has that would be similar or comparable to this requirement of integrated document templates.**

4. The Contacts section of the Case Profile Page should work in conjunction with the CRM (Client Relationship Management) system so the data only has to be entered once. The contacts found in the CRM System can be connected to one or many Cases. Please read about the requirements of the CRM portion of the system found later in this RFP.

**Please describe what your software has that would be similar or comparable to this requirement of an integrated CRM System (organization-wide contacts/address book).**

5. Case Notes can be completed and shared via a Case Profile. Case Notes should be accessible from anywhere and by all of those professionals working on the case. Case Notes should identify who made the note and when it was made. Access to a case profile would need to be secured via authentication. Access could be granted based on a user's security to the client-matter-case identifier. The user can Add, Edit, View and Print Case Notes and Case Profile Page information.

**Please describe what your software has that would be similar or comparable to this requirement of integrated Case Notes. Please describe your method of security/user-authentication.**

6. The Case Profile system must have the ability to import data from other State of Delaware Systems, i.e. the state criminal justice system via on-demand and/or on a scheduled basis. These imports should go directly into the Case Profile System without the rekeying of data.

**Please describe what your software has that would be similar or comparable to this requirement of electronic interfacing with external systems, i.e. the DELJIS System (the Criminal Justice System).**

## Major Application Modules that Must Be Integrated

These are the major application modules that must be integrated with a Case Profile System to complete a total Case Management experience.

### CRM (Client Relationship Management) Specifications:

1. The CRM system is the place where users add, edit, view or print Contacts. Contacts for the CRM system should be able to be generated from a user's Outlook contacts on demand.
2. The Contact in the CRM System can be linked to one or many Cases.
3. The Contact(s) in CRM should be able to be retrieved for use with Microsoft Word when producing documents, thus eliminating retyping and retrieval time.
4. The CRM system provides Specialty, Relationship, and Categories for Mailing List generation. These contacts need to integrate with Microsoft Word for correspondence, Outlook-based e-mail or for the generation of Mailing Labels.
5. The CRM system should provide a Notes section that documents the date/time and user who added the Notes about the Contact. (Notes can be made in both the Case Profile and in the CRM Contact.)
6. The CRM system should link to the user's Outlook Address Book in order to import contacts into the system.
7. CRM should provide a place to store all types of contacts, i.e. opposing party names, opposing counsel names, attorney and paralegal names, judges names, witnesses, expert witnesses, etc.

**Please describe your system's CRM capabilities. Please address all of the points listed above.**

### Docket/Calendar Management Specifications:

1. The ability to break down dates/events or dates/event-sets (Court Rules) by Practice Area.
2. The ability to create event-set calculations based on Court Rules.
3. The integration with Microsoft Outlook e-mail and calendars in order to integrate with both personal e-mails and personal calendars.
4. The ability to produce e-mail reminders prior to the deadline date and to do so on a flexible scheduled basis for those reminders.
5. The ability to produce an e-mail look-ahead report (by week, two weeks, month, etc.)
6. The ability to take an existing Outlook calendar event and add it to the Docket System.
7. The ability to add a reminder to other user Outlook calendars.
8. The ability to see Docket entries and reminders on a PDA device.
9. Canned Reports by Date, by Client/Matter, by Attorney, etc. without having to formulate a report or query.
10. The ability to change statuses on one or many events.
11. The ability to batch change values.

12. Must integrate with the Case Profile Page.
13. When creating an entry, the system should know who the Team Members are because it gets that information from the Client/Matter portion of the system. The system must have a formal Client/Matter intake process in order to set up and provide a case/matter intake number/identifier.

**Please describe your software's docket/calendar management capabilities. Please describe the integration with the Case Profile Page and the integration with Microsoft Outlook and Exchange. The State of Delaware uses Outlook and Exchange. Please describe your software's integration with Microsoft Outlook. Please describe how your software handles court rules. Please address all points from the list of recommended capabilities.**

### **Document and e-mail Management Specifications:**

1. The Document Management System must be an *integrated* part of the Case Management System.
2. The Document Management System must have a Template System that works in conjunction with the Case Profile Page's template section.
3. The Document Management System must be able to field-exchange data from the Case Profile Page into the standardized document templates.
4. The Document Profile Page must be able to house many documents.
5. The Document Management System must have the capability to work with any file format, i.e. Word Documents, Excel Spreadsheets, PDFs, Photographs, Voice/Wave files, etc.
6. The Document Management System must have a unique identifier in order to easily store, search and retrieve documents.
7. The Document Management System must have a disaster recovery capability at either the case management system level or at just the document level.
8. The Document Management System must have the ability to provide Extranet/Portal capabilities for purposes of sharing documents on a secured basis with outside experts or outside counsel.
9. The Document Management System must have the ability to Copy/Move document(s) from one Library/Cabinet to another or within the same cabinet/library. These separate libraries are important, considering this organization has separate divisions.
10. The Case Management System must have the ability to provide a records management (dead file system) along with the ability to provide archival retention capabilities. This records management capability must also provide bar-coding functionality. (See the requirements for Records Management.)
11. The Document Management System must have the ability to batch-edit multiple document profiles to either replace, modify or add additional values to multiple document profiles. The system should also be able to edit individual case profile pages.
12. The Document Management System must have the ability to open a document from the Case Profile Page.

13. The Document Management System must have the ability to convert an existing document into PDF and place it on the same Document Profile Page for ease of use with the Electronic Court Filing System.
14. The Document Management System must have the ability to create unlimited versions.
15. The Document Management System must have a Metadata removal process in conjunction with e-mailing red-lined and clean copies to others.
16. The Document Management System must have the ability to link documents via the e-mail system to eliminate multiple copies of the same document. This approach also eliminates overloading an e-mail system.
17. The Document Management System must have the ability to work with Word's built-in Compare feature or another third-party product to produce red-lined results between two documents or two versions.
18. The Compared results must be able to be placed on the same profile as the clean copy.
19. The Document Management System must be able to save e-mails from Outlook and/or the Attachment(s) only into the Document Management System.
20. The Document Management System must be able to inform the user if the e-mail was saved previously, especially when several people have received the same e-mail, thus eliminating extra copies of the e-mail in the Document Management System.
21. The Document Management System must be able to Import selected file(s) or to be able to mass import documents into a Case.
22. The Document Management System must be able to link documents to the Docket System or to the CRM System or to the Case Profile.
23. The Document Management System must have a full-text search engine and a query-by-example form in order to facilitate exacting document searches.
24. The Document Management System must be able to search by all fields and be able to create reports based on search results.

**Please describe what your software has that would be similar or comparable to these requirements. Please address all points from this list of recommended capabilities.**

### **Litigation Support Specifications:**

1. The Litigation Support System must have a Mass Import capability that flags the imported document with Objective, Subjective or Privilege coding.
2. The Litigation Support System must have the ability to produce reports based on Persons, Issues, Critical Documents, Documents for Production, Chronology Reports, Witness Outlines, and a Transcript module.
3. The Litigation Support System must have the ability to add on-demand key words for Persons, Issues and other definition tables, etc.
4. The Litigation Support System should be able to Import Evidence Profiles and Document Profiles from other Document Management Libraries.
5. The Litigation Support System must be able to run locally on a laptop PC for portability at a Trial.

**Please describe what your software has that would be similar or comparable to these requirements. Please address all points from this list of recommended capabilities.**

### **Conflict Avoidance Specifications:**

1. The Conflict of Interest System must be part of the Case Management System.
2. The Conflict of Interest Form must have the following fields to provide the information necessary to perform a prior search:
  - a. Search name – entered the way you would see the information in a phone book
  - b. Type of party – Adverse, Adverse-related party, Client, Client-related party, Co-Defendant, etc.
  - c. Client-Matter
  - d. Responsible attorneys, paralegals, team members
  - e. Date opened
  - f. Date closed
3. The Conflicts Report or Screen Shot must contain the Client-Matter, Relationship and Search Name.
4. The Conflict Search must produce an electronic report via e-mail with links to the complete Conflict database record for review and approval or decline. The user must be able to add comments regarding the approval or decline.
5. On a daily basis or on demand, the system must send an electronic report to all users identifying what client matters were approved and declined.

**Please describe how your system accomplishes a conflict check and please address all of the above capabilities listed.**

### **Records Management Specifications:**

1. The Records Management System must be part of the Case Management System.
2. The Records Management System will keep track of every expandable file folder and document inserted therein via bar-coding, which will provide the current location and telephone extension of the file's location, previous locations and comments about the contents of the file.
3. The Records Management System must be able to print labels with bar-coding.
4. The Records Management System must provide the current location and at least the last 10 prior locations of the physical file. It also must provide a telephone extension of the location for the physical file.
5. The bar-code reader must be able to update the records in the Records Management System on demand or on a daily routine schedule.
6. The Records Management System must provide a simple search engine by bar-code number to locate the physical file.

**Please describe how your system accomplishes the records management capabilities described above. Please address all of the capabilities listed.**

## **Electronic Workflow Specifications:**

1. Electronic Workflow is a system of electronic forms. This system must be part of the Case Management System.
2. The Workflow Forms system must have the ability to provide several layers of approval.
  - a. Approvers – (Person(s) who may approve or reject submittals based on this form), Optional (Person(s) who may approve or reject submittals based on this form – a second level of approval).
  - b. Copy recipients – (Persons who are copied when the originator submits the form; Approvers are automatically notified, so do not include them in this list).
  - c. Action notices – (Originator and Approvers and Completers are automatically notified of approval action; do not include them in Action Notice list; use this only for *other* persons to be notified).
  - d. Completers – (Completers are authorized to mark the form as completed [fulfilled]. They are automatically notified when a form is approved (or approved with conditions). Not all forms need a "completer"; use a completer only if something has to be done after approval, such as issuing a check, purchasing an item, filing a document, etc.)
  - e. Approvals or Declines can be submitted with or without comments.
3. The Workflow Forms system will have an easy-to-use form development tool so the DDOJ can generate new forms as needs arise.
4. The Workflow Forms system must be integrated with the Outlook/Exchange e-mail system.
5. The Workflow Forms system must be able to update other parts of the system upon the approval process to eliminate rekeying of data.
6. The Workflow Forms system will provide several standard reports by User and Statuses of the Form submitted.
7. The Workflow Forms system will provide a standard History Report of Forms that have been Approved or Declined.

**Please describe how your system handles electronic forms. Please address each of the individual requirements listed above.**

## **Disaster Recovery Fail-over Capability:**

The software or the platform must have the capability to fail the entire system over to a second location.

**Please describe your preferred disaster recovery capability and/or requirements.**

## **In Summary (See the System Diagram on Page 29):**

The Delaware Department of Justice is requesting your bid on a Case Management System that provides the following integrated functional elements:

- a. A Case Management Centralized Repository (A Case Profile)

- b. An integrated CRM (Client Relationship Management) System
- c. An integrated Docketing/Calendar Management System
- d. An integrated Document Template System (a system for generating standard legal documents from information located in a Case Profile)
- e. An integrated Document and e-mail Management System
- f. An integrated Litigation Support/e-discovery System
- g. An integrated Intranet/Extranet Capability
- h. An integrated Records Management System (Dead File Management with bar-coding)
- i. An integrated Conflict Avoidance System
- j. An integrated Electronic Forms Routing System (a Workflow System)

## **IT/Network Environment Work Station Specifications:**

PC work stations include WindowsXP and Windows 7 Operating systems (Please outline desired operational specifications if applicable.)

PC work stations currently use MS Office Suite versions 2007, 2010. .

PC work stations have approximately the same-sized hard disk drives and are commensurate with industry standards.

All PC work stations and devices are connected via MS Active Directory.

All IP addresses are static. (Please indicate if DHCP (Dynamic Host Configuration Protocol) is a requirement for your system).

## **Server Specifications:**

The Case Management System must be acceptable under major operating systems, i.e. Windows Server 2008 but also compatible with Unix, Linux or mid-range/small mainframes. The current environment runs primarily on a SQL 2008 backend and most servers utilize Windows Server 2008. It will be preferred if the Case Management System can run on multiple operating systems in order to preserve the longevity of the system. Please describe your overall server environment requirements; e.g., Operating Systems, whether the server will need to be a multi-core system (2 or 4), whether the server needs to be disk-expandable, i.e. up to twenty terabytes or at least be able to connect to the DDOJ's Dell/Compellent SAN which is fully expandable. The Case Management System should be optimized for a 64-bit server environment. The Case Management System should run on as few servers as possible for ease of management and can be virtualized locally.

## **Graphical Interface:**

The desktop interface should be a Web browser and preferably should be Web browser independent and run from the internal/local application. Multiple browsers should be supported in this order of priority: Microsoft IE; Mozilla Firefox; Google Chrome; Apple Safari. Additionally, if you use a browser, we will want to know the following:

1. Will software still need to be loaded on the desktop even though you support a Web browser?
2. If you support a browser, will you need to use a Windows IIS server in order to support that browser?
3. Do you support more than one browser? Which ones?
4. Does your software support an intranet/extranet portal in a browser format?

**Please address each of the points above by each listed requirement.**

## **Describe Your Support Organization**

### **Programming:**

How many programmers does your organization employ and what is their tenure? Describe their role in the programming function, i.e. database programmer, Web programmer, new application coding or maintenance programming.

### **Application Training:**

How many application trainers are in your organization? Please describe each of their roles and their tenure. For example, CRM trainer, Document Management trainer, etc.

### **Help Desk:**

How many people are on your help desk? Exactly what is their function? What are their hours of operation for East Coast time?

### **Technical Services:**

How many technical services people are available for help with our network, printers, operating system support? Does this group supply operating system support and training?

### **Maintenance Agreements:**

What types of Maintenance Agreements are available?

Application Support

Operating System Support

Technical Support

What are the costs related to these agreements and what are the services provided? How many hours of support are available? Does the Application Support Agreement and the Operating System Support Agreement include updates to the software? How often do new releases become available? What percent of your clients are on current software versions of your case management software, i.e. versions that are within one release of the most current?

### **Technical Newsletters and On-Line Website Support:**

Does your organization provide a monthly/quarterly technical support letter covering various usage features of the case management system? Are these newsletters available on-line? Does your organization provide written training manuals? Do you have on-line support or question and answer blogs?

## **User Groups:**

Does your organization sponsor a user-group for your clients? If so, how is it organized and how are the meetings conducted?

# Formatting Your Proposal

Please format your proposal as follows:

## A. General Proposal

### Section 1 - General Information regarding your company

How long has the company been in business?

Is the company publically traded or privately held?

What are your annual revenues?

Please provide an audited financial statement.

Identify the number of total employees of your company.

Identify the number of employees your company would provide to this project as well as the number who will support the software.

### Section 2 – Experience, Reputation and Expertise

Please provide three or more references with contact information.

Describe all projects you have performed for governmental agencies, especially those for an attorney general, district attorney or any prosecuting entity for a state, local government or municipality. Within that description, identify the size of the office for which the work was performed.

Provide names and resumes of the staff who would work on this project.

## B. Technical Proposal

### Section 1 – A Summary Page of the Whole Proposal

Hardware/Operating System Software and System Utilities (See Schedule A)

Case Management Software (See Schedule B)

Planning, Training, Installation & Conversion (See Schedule C)

Third Party Components (See Schedule D)

Disaster Recovery (See Schedule E)

System Modifications (See Schedule F)

Travel and Lodging Disbursements (See Schedule G)

## **Section 2 – Details of the Server Hardware/Software (Schedule A)**

### ***Brand of Hardware and Model Number:***

Hardware Specs: Number of Processor Cores, Type of Processor (Intel, Power, Sparc, etc.), Gb of RAM (expandable to what level?), RAID Type, Terabytes of Disk (expandable to what level?), Rack Mount and number of U's in space (4U – 10U, etc.), number of Ethernet Cards included, Redundant Power and Cooling included?, Operations Console required?, UPS included?, Warranty Period, Monthly Hardware Maintenance. (Supply Initial Cost and Monthly Hardware Maintenance)

### ***Operating System Requirements:***

Operating System Type (Windows, Linux, etc.), Supplier (Microsoft, Sun Microsystems, Redhat, IBM), OS Version, Release Level, any required utilities. (Supply Initial Cost and Monthly Operating System Maintenance.)

### ***Middleware Requirements:***

SQL Database, i.e. MS SQL Server, Oracle, etc., Web Server, i.e. MS IIS, Redhat, etc., other third party components, etc. (Supply Initial Cost and Monthly Software Maintenance.)

### ***Recommended Options:***

Back-up software, Business Intelligence software, etc. (Supply Initial Cost and Monthly Software Maintenance.)

## **Section 3 – Case Management Software (Schedule B)**

### ***Base System:***

Please show the ingredients of the Case Management Software, i.e. CRM, Document Management, etc. Please describe the standard components that come with the base system and any optional components and how they are priced, i.e. per seat, per module, etc. (Supply Initial Cost and Monthly Software Maintenance.) Please identify any third-party components above.

## **Section 4 – Planning, Training, Installation & Conversion (Schedule C)**

Show the number of hours for Planning, Training, Follow-up Training, Platform/Operating System Training, Hardware Installation Time, Conversion Time and any modifications costs, i.e. interfaces to DELJIS, etc. (Supply the rate per hour and the total cost for each of the categories above.)

Provide a timeline for each of the above categories. If you phase in any of the above, provide the plan for the phasing in of various modules.

## **Section 5 – Third-Party Components (Schedule D)**

### ***Recommended or Necessary Third-Party Software:***

Please identify any critical components that are being supplied by a third party, i.e. document management, etc. Also supply the name of the manufacturer. Please describe how this third-party component is integrated. Please describe if this software is required or optional. (Supply Initial Cost, any Training Costs and Monthly Software Maintenance.) Note that third party components/vendors are considered sub-contractors/vendors under the primary vendor.

## **Section 6 – Disaster Recovery (Schedule E)**

Please identify your disaster recovery and related components. (Supply Initial Cost and Monthly Software Maintenance.)

## **Section 7 – System Modifications (Schedule F)**

Please describe any requested system modifications and their cost. Will there be any monthly maintenance required for this added software feature or interface?

## **Section 8 – Travel and Lodging Disbursements (Schedule G)**

Please identify how many people will be assigned to this project by category: Planning, Training, Software Installation, Hardware Installation, Specialized or Third-Party Software Installation and Related Training. For each person, please show the person by function and their number of days/trips, their travel costs, their lodging costs and their meals costs.

Note: Your technical proposal should address any specific requests for additional information or descriptions within this RFP.

## **C. Pricing and Schedule Proposal**

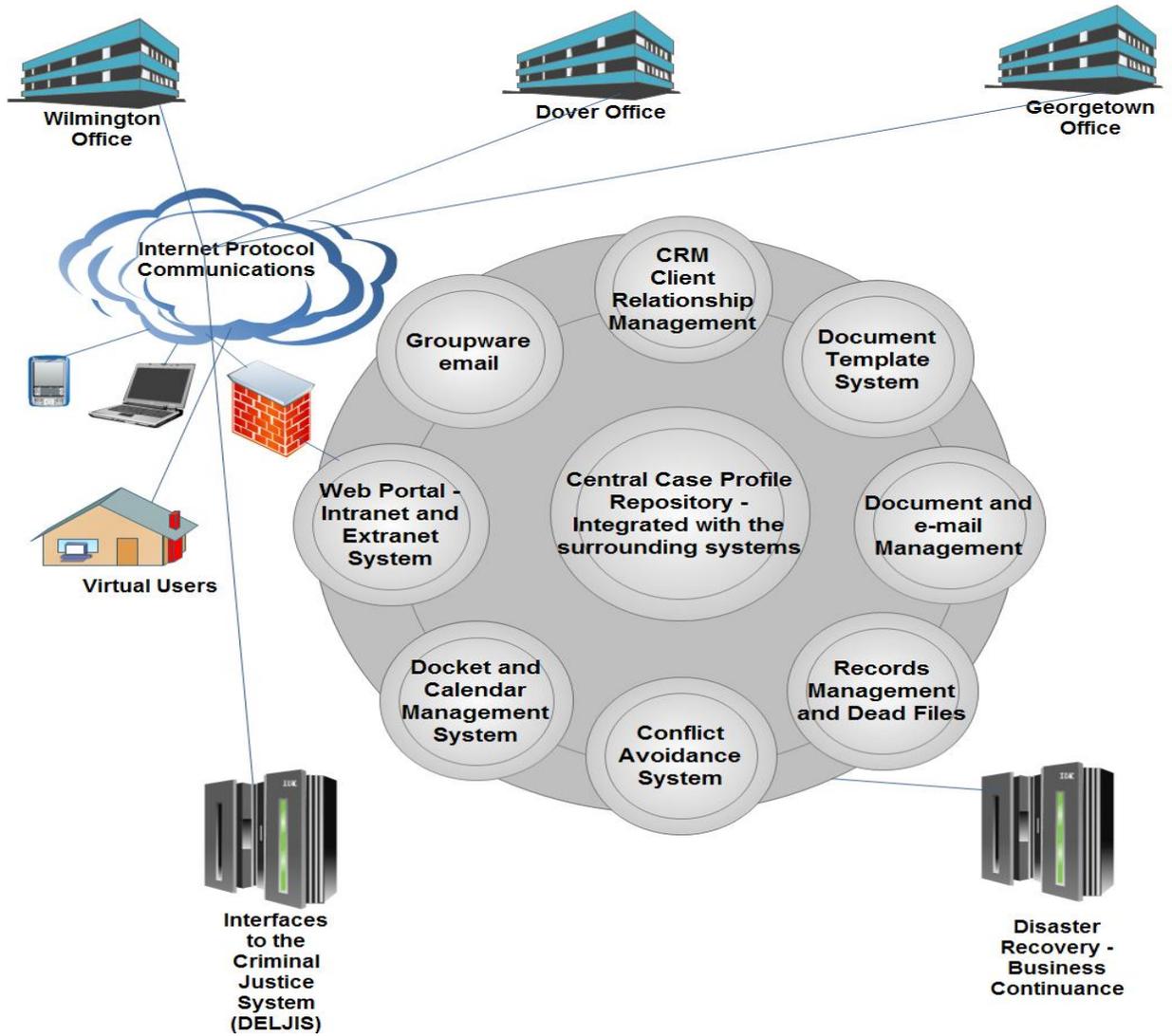
### **Section 1 – Outline of Pricing of All Elements of Your Proposal**

### **Section 2 – Outline your schedule for completion of the project**

### **Section 3 – Alternative Pricing and/or Schedule**

This diagram is for hypothetical/illustrative purposes only and not intended to represent any final model and/or desired solution.

### Attorney General Case Management System



## 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 may result in rejection of the proposal at the sole discretion of the State.

**All responding vendors must first show they meet these criteria. Any proposals that are not able to meet these minimum requirements will not be considered.**

### A. Minimum Requirements

1. Delaware business license:  
  
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Professional liability insurance:  
  
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
3. Package should be specifically designed and written for ***legal professionals.***
4. Package must be based on a generic, commercially available database platform, based on an ANSI Standard SQL Database, i.e. Microsoft SQL, Oracle SQL, or other well-known database and compatible with the current DDOJ AND State network environment. Please describe the middleware software components that are required for your system, i.e. SQL database, Web database, Web server, other, etc. Identify their typical licensing requirements.
5. The vendor must provide user-definable interfaces that will easily work with the Global Justice Data Exchange model (GJXDM) to allow for multiple mainframe interfaces to our Statewide CJIS (Criminal Justice Information System) Data standards including field types and names will be made available.

By way of an example, a typical AG interface would include:

The case is created in CJIS and stored on the Mainframe. The case would need to be pulled from CJIS and “copied” into the new platform you are building. Once DOJ has the case they will need to make any change they need to prepare the information/indictment. Once the case is ready to go back to court the system would need to send the case back to CJIS and store the changed data.

So the interface points on this would be:

Pull case records from CJIS (Offender, Charge, Apprehend, Probable Cause and Exhibit a)

Search CJIS-Law file (real time) for the new statute they which to change to charge

Write the amend records and/or informations back to CJIS and JIC.

So pulling a case in this case would have a the very least 3 interfaces.

Please Note: The DDOJ reserves the right to use internal DELJIS programmers/staff for any software development related to the integration and/or connectivity between the mainframe broker calls or otherwise and the DDOJ case management application.

## **B. GENERAL REQUIREMENTS**

1. Vendor should have experience in completing case management implementations involving over several hundred legal professionals. The software has to be flexible enough to be implemented for a criminal prosecutor design.
2. Vendor must have sufficient support staff for an effective/successful implementation. Please submit resumes outlining the experience of everyone who would be assigned to the implementation team for the DDOJ. In your proposal please outline which support staff would be on-site and for how long. Also outline how support is handled remotely and under what circumstances support should be handled remotely. Resumes of remote support staff should also be included. Please outline the role of each remote support person i.e. help desk, program fixes, business intelligence, report writing, remote training, etc. Please outline your preferred remote access tools for supporting/presenting to the DDOJ staff, i.e. GoToMeeting® or other. Please outline your secure-use procedures for the use of these tools.
3. The software program and professional service vendor, upon contract signature, must be able to commit to immediate planning and implementation (within 90 days) of the project and show substantial progress toward completion (40% or better) of the implementation within the 90-180 day time period.
4. The DDOJ requires a software vendor that has numerous quality references showing successful implementations in governmental/attorney general or other similarly sized legal entities. They require that the solution provider has implemented case management programs in other statewide attorney general offices, district attorney offices or other prosecutorial entities.
5. The software program must be able to provide agency-definable, user-designed reporting functions. Reporting functionality must be specific for each type of user, categorized by jurisdiction, case type, and

location/county. Web browser access must be available to key case and prosecutor/attorney information, and must provide maximum flexibility to allow for drill down reporting, visual charting and statistical counts.

6. The DDOJ requires a software vendor that can provide full and extensive services to quickly implement the case management software project. Limited resources (DDOJ technical staff) require that the majority of the services be performed by the software vendor. The following services need to be provided by the software solution provider, but not limited to:
  - a. Project management to lead the project – a Senior Project Manager shall be assigned and available for the duration of the project.
  - b. Complete administrator training and end user training for every system user statewide; an implementation and training specialist should be assigned and available for the duration of the project. The DDOJ will provide an in-house trainer who will be trained by the software vendor who can help on an on-going basis related to future training of staff.
  - c. Development services must be available for document template creation, system reporting, and screen modifications.
  - d. Custom development services for data integration and conversion.
  - e. System go-live training and the availability of annual onsite update and refresher training.
7. The DDOJ requires a software solution provider that utilizes Advanced Programming Techniques such as, but not limited to, 4GL languages or other rapid development techniques. The DDOJ requires a vendor that is able to quickly add software enhancements and features into their program to allow for rapid enhancements that may be required for DDOJ prosecutor operation.
8. Migration: Ability to migrate current/existing SQL/Access databases/data to the case management system.
9. The DDOJ requires a software solution that includes the ability to link directly to external documents, video and audio records and other electronic files which are generally located on the local server but may also be located on the servers of external Delaware agencies and within the State's network and VLANs.
10. The DDOJ requires a software solution provider that utilizes industry-standard, accessible database frameworks such as those using Ansi Standard SQL databases which are compatible with others used in the State of Delaware.
11. For funding and budget reasons, the DDOJ prefers a software solution provider that provides consistent, quarterly or annual software releases

with enhancements, without any additional purchase cost other than an annual software maintenance fee.

12. For funding and budget reasons, the DDOJ requires the vendor to offer alternative pricing and/or leasing options, to allow for the purchase/maintenance of the software over several fiscal years.
13. The DDOJ relies substantially on the data of its law enforcement partners statewide. The DDOJ requires a software solution vendor that has expertise in integrating data from mainframe-based systems, and requires that the solution provider has performed at least 20 (twenty) unique data conversions and integrations; including those which are mainframe based.
14. The DDOJ requires a software solution provider who holds significant expertise in the Global Justice XML Data Model (GJXDM). The vendor must have live and operational agencies utilizing this technology.
15. To allow for complete DDOJ screen modifications, a software solution is required that capitalizes on an agency controlled scripting or 4GL rapid development language.
16. In order to allow for statewide system access, system must be able to run across the existing statewide wide area network and be accessible through a web-friendly interface through SSL and/or VPN for remote access and according to state technology policies/standards as outlined by the Delaware Department of Information and Technology at: <http://dti.delaware.gov/information/standards-policies.shtml> .
17. A software solution is required that would allow a minimal desktop installation footprint. DDOJ technical and installation resources are limited and a solution is required that reduces on-site end user desktop installation and maintenance.

**C. General Evaluation Criteria**

1. Experience, Reputation and Expertise
2. Technical viability of proposed solution based on criteria
3. Price
4. Schedule

## Professional Services RFP Administrative Information

### A. RFP Issuance

#### 1. Obtaining Copies of the RFP

This RFP is available in electronic form only through the State of Delaware, Department of Justice website at <http://attorneygeneral.delaware.gov> and the State of Delaware Procurement website at <http://bids.delaware.gov>. Paper copies of this RFP will not be available.

#### 2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

#### 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 Contact 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 DDOJ. Address all communications to the person listed below; communications made to other DDOJ 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.

<b>NAME</b>	<b>Earl M. McCloskey</b>
<b>DEPARTMENT</b>	<b>Delaware Dept of Justice</b>
<b>ADDRESS</b>	<b>820 N. French Street, 6<sup>th</sup> Floor</b> <b>Wilmington, DE 19801</b>
<b>EMAIL ADDRESS</b>	<b><a href="mailto:Earl.McCloskey@state.de.us">Earl.McCloskey@state.de.us</a></b>

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

**6. Contact with State Employees**

Direct contact with DDOJ employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting DDOJ 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 or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**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 as an incident 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 responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e) Has violated ethical standards set out in law or regulation; and
- f) 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 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 10 (ten) paper copies and 1 (one) electronic copy on CD.

All properly sealed and marked proposals are to be sent to the DDOJ and received no later than **4:30 PM ET on February 29, 2012**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

<b>DEPARTMENT</b>	<b>Department of Justice</b>
<b>ADDRESS</b>	<b>820 N. French Street, 6<sup>th</sup> Floor</b> <b>Wilmington, DE 19801</b>

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4:30 PM EST on February 29, 2012**. Any proposal received after this 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 as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed 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 vendors 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 DDOJ 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 **February 29, 2012**. The DDOJ 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 date and time stamped upon receipt.

**7. Proposal Opening**

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**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 DDOJ.

**9. Concise Proposals**

The DDOJ 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. The DDOJ's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the DDOJ 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 DDOJ shall bear no responsibility or increase 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**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the DDOJ/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The DDOJ is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, many of the DDOJ's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the DDOJ and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the 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 "public record" as

defined by 29 *Del. C.* § 10002(d), 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 DDOJ will open the envelope to determine whether the procedure described above has been followed.

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

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the DDOJ and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. **If a joint venture is proposed, a complete description of 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 DDOJ, 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 work. Further, vendor shall be and remain liable for all damages to the DDOJ caused by negligent performance or non-performance of work by its subcontractor or its sub-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 DDOJ expects to negotiate and contract with only one “prime vendor”. The DDOJ will not 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 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 DDOJ as a result of this procurement. The DDOJ will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the DDOJ from the full exercise of its options regarding multiple source contracting.

**b. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DDOJ.

**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.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by DDOJ.

**14. 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 DDOJ's 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 Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The DDOJ will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at <http://attorneygeneral.delaware.gov> and <http://bids.delaware.gov>. Vendors' names will be removed from questions in the responses released. 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

Question

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

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

The DDOJ 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 DDOJ'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 DDOJ may deem necessary in the best interest of the State of Delaware.

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

The DDOJ reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The DDOJ 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 DDOJ. Vendor's participation in this process may result in the DDOJ selecting your 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 DDOJ to execute a contract

nor to continue negotiations. The DDOJ may terminate negotiations at any time and for any reason, or for no reason.

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

Pursuant to 29 *Del. C.* § 6986, the DDOJ may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. 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 DDOJ 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 DDOJ at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the DDOJ's website at <http://attorneygeneral.delaware.gov> and at <http://bids.delaware.gov>. The DDOJ is not bound by any statement related to this RFP made by any DDOJ employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the DDOJ's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the DDOJ. The DDOJ 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 DDOJ 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 DDOJ will award the contract.

The 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 DDOJ is not obligated to award the contract to the vendor who submits the lowest bid of 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 of Delaware. The award is subject to the appropriate DDOJ approvals.

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

**C. RFP Evaluation Process**

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

The DDOJ 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 DDOJ may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. 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 Timothy Mullaney, Chief of Staff, 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 of Delaware.

**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 Proposal Evaluation Team.

The proposals all 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 DDOJ 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 Proposal Evaluation 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. Such selection will be based on the following criteria:
  - The DDOJ may determine that a specific software component, i.e. "a document management system" or other major component should be substituted because of a "best of breed" determination and the bidding vendor can just as easily integrate with this third-party component compared to their own.
  - The DDOJ may choose a different hardware server component should the prices be out of line with locally available prices on the same hardware specifications and brand.
  - The DDOJ may choose a different platform/operating system should the bidding vendor have the ability to run on multiple platforms. For example, the DDOJ may be more skilled in supporting a specific platform.

**a. 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:

<b>Criteria</b>	<b>Weight</b>
<b>Technical viability of proposed solution based on criteria</b>	<b>60%</b>
<b>Experience, Reputation and Expertise</b>	<b>20%</b>
<b>Proposal pricing</b>	<b>15%</b>
<b>Proposed Milestone Schedule</b>	<b>5%</b>
<b>Total</b>	<b>100%</b>

**3. Proposal Clarification**

The Evaluation 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 Evaluation 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 DDOJ 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 DDOJ will pay travel costs only for DDOJ personnel for these visits.

**5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team. 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 DDOJ are the vendor's responsibility.

It is anticipated that oral presentations will last a full day.

**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and the State shall be until the completion and acceptance, including but not limited to the warranty period and/or any required and contracted training.

- b. The selected vendor will be required to enter into a written agreement with the DDOJ. The DDOJ 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 DDOJ. 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 DDOJ, 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.
- d. The DDOJ's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. 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. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency 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.

**2. 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 DDOJ 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.

**3. 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 DDOJ employee or agent of the DDOJ 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.

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

**4. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the DDOJ to leave the DDOJ'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 DDOJ's contracting officer. Solicitation of DDOJ 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 DDOJ employee who has initiated contact with the vendor. However, DDOJ 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.

**5. 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 DDOJ's discretion as to the location of work for the contractual support personnel during the project period. The DDOJ shall provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Non-Appropriation**

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.

**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 of Delaware as provided in 30 *Del. C.* § 2301.

Prior to receiving an award, the successful vendor shall either furnish the DDOJ with proof of State of Delaware Business Licensure or initiate the process of 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.

**d. Notice**

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

<b>NAME</b>	<b>Earl M. McCloskey, COO</b>
<b>DEPARTMENT</b>	<b>Department of Justice</b>
<b>ADDRESS</b>	<b>820 N. French Street, 6<sup>th</sup> Floor Wilmington, DE 19801</b>

**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, the Delaware Department of Justice, 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, ole 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 and/or the DDOJ, the DDOJ 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 and the DDOJ 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 DDOJ 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 conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DDOJ 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 of Delaware or the DDOJ.
- 3) During the term of this contract, the vendor shall, at its own expense, carry insurance minimum coverage limits as follows:
  - a. Commercial General Liability      \$1,000,000

**AND**

- b. Medical or Professional Liability    \$1,000,000/\$3,000,000

**OR**

- c. Misc. Errors and Omissions          \$1,000,000/\$3,000,000

**OR**

d. Product Liability \$1,000,000/\$3,000,000

**The successful vendor(s) must carry (a) and at least one of (b), (c), or (d) listed above, depending on the type of service or product being delivered.**

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

e. Automotive Liability (Bodily Injury) \$100,00/\$300,000

f. Automotive Property Damage (to others) \$25,000

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

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

**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. 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 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.

**i. 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 DDOJ. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The DDOJ will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The DDOJ may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**j. Penalties**

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

**k. Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the DDOJ shall thereupon have the right to terminate the 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 the contract shall, at the option of the DDOJ, 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 useable to the DDOJ.

**l. Termination for Convenience**

The DDOJ may terminate the 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, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the DDOJ, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the DDOJ. If the contract is terminated by the DDOJ as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services

covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. 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 DDOJ 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.

**o. 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.

**p. 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.

**q. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the DDOJ and the successful vendor shall constitute the contract between the DDOJ 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: contract, DDOJ'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 DDOJ and the vendor.

**r. 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 DDOJ 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.

**s. 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.

t. **Other General Conditions**

- 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. On occasion, the State may accept non-current versions of operating systems or middleware if the successful vendor negotiates with the State that certain current middleware or operating systems have problems in their newest releases that would cause the case management application software to operate in a less than ideal fashion. When those middleware or operating system issues are corrected, the successful vendor will then install the newest middleware versions when conditions have been determined to be stable or corrected.
- 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 DDOJ 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 DDOJ.
- 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) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DDOJ. If the original hardware, operating systems or middleware components are changed and are no longer under the control of the successful vendor, the DDOJ must be notified of such changes as soon as these changes occur. The DDOJ must be given the option to accept or reject the new change, model or version.
- 8) **Additional Terms and Conditions** – The DDOJ reserves the right to add terms and conditions during the contract negotiations.

## **6. Specific Contractual Terms**

**a.** For those vendors offering a proposal that includes a Cloud based solution will be required to agree with the terms and conditions found in Appendix A of this RFP as well as all other terms and conditions found within this RFP. The DDOJ reserves the right to make any other vendor to comply with those terms and conditions within Appendix A.

**b.** **STANDARD PRACTICES:**

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by DTI. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

**c.** **CONFIDENTIALITY AND DATA INTEGRITY:**

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

The successful vendor will be required to have all its employees who will be assigned to this project to complete the DDOJ form attached at Appendix B. All vendor employees must pass a criminal background check. Any employee who cannot pass a criminal background check will be prohibited from working on this project. The DDOJ has the final authority to determine what information is being sought as well as whether an individual passes a criminal background check.

The successful vendor will also be responsible during the term of this contract to inform the DDOJ if any employee assigned to this project has a change in their status regarding a criminal background check.

**d. SECURITY:**

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

**e. CYBER SECURITY LIABILITY:**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and 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) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

**E. RFP Miscellaneous Information**

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

Vendors may not release any information about this RFP. The DDOJ reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware and/or the DDOJ with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the DDOJ.

**2. RFP Reference Library**

The DDOJ has made every attempt to provide the necessary information within this RFP. The DDOJ will make the reference library available only to the winning bidder.

**3. 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.

**4. Production Environment Requirements**

The DDOJ 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.

## Appendix A

### Terms and Conditions for Cloud Providers

No.	Doc	Item
1	T&C	<p><b>Ownership of Information</b> The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract.</p>
2	T&C	<p><b>Privacy of Information</b> Protection of personal privacy must be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate use of State of Delaware information at any time. To this end, the Service Provider shall comply with the following conditions: Personal information obtained by the Service Provider will become and remain property of the State of Delaware. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware. The Service Provider may not use any personal information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.</p>
3	T&C	<p>When requested by the State of Delaware, the provider must destroy all requested data in all of its forms, disk, CD/DVD, tape, paper, for examples. Data shall be destroyed according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction must be provided to the State of Delaware.</p>
4	T&C	<p>The Service Provider shall not store and transfer State of Delaware data outside of the United States.</p>
5	T&C	<p>The Service Provider must inform the State of Delaware of any security breach or detection of any suspicious intrusion that is or has occurred that jeopardizes the State of Delaware data or processes. This notice must be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the assets that might have been jeopardized must be made. In addition, the Service Provider must inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State. If the breach requires public notification, all communication shall be coordinated with the State of Delaware.</p>
6	T&C	<p>The Service Provider must encrypt all non-public data in transit to the cloud. In addition, the Service Provider will comply with the ISO/IEC 27001 standard for information security management systems, providing evidence of their certification or pursuit of certification.</p>
7	T&C	<p>The Service Provider shall disclose to the State of Delaware a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The provider shall disclose its process for responding to subpoenas, service of process, and other legal requests.</p>
8	T&C	<p>In the event the termination of the contract, the Service Provider shall implement an orderly return of State of Delaware assets and the subsequent secure disposal of State of Delaware assets.</p> <p><b>Suspension of services:</b></p> <p>During any period of suspension, the Service Provider will not take any action to intentionally</p>

		<p>erase any State of Delaware Data.</p> <p><b>Termination of any services or agreement in entirety:</b>  In the event of termination of any services or agreement in entirety, the Service Provider will not take any action to intentionally erase any State of Delaware Data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware Data and shall thereafter, unless legally prohibited, delete all State of Delaware Data in its systems or otherwise in its possession or under its control.</p> <p><b>Post-Termination Assistance:</b>  The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p>
9	T&C	<p>The Service Provider shall:</p> <ol style="list-style-type: none"> <li>1. Ensure that State information is protected with reasonable security measures,</li> <li>2. Promote and maintain among the Service Provider's employees and agents an awareness of the security needs of the State's information,</li> <li>3. Safeguard the confidentiality, integrity, and availability of State information,</li> <li>4. Ensure that appropriate security measures are put in place to protect the Service Provider's internal systems from intrusions and other attacks.</li> </ol>
10	T&C	The Service Provider shall not utilize any staff (including sub-contractors) to fulfill the obligations of the contract who has been convicted of a felony or class A misdemeanor.
11	T&C	The Service Provider will make the State of Delaware's data and processes available to third parties only with the express written permission of the State.
12	T&C	The Service Provider will not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues or (iii) at State of Delaware's written request.
<b>SOW</b>		
1	SOW	The Service Provider must allow the State of Delaware access to system logs, latency statistics, etc. that affects its data and or processes.
2	SOW	The Service Provider must allow the State of Delaware to audit conformance to the contract terms and test for vulnerabilities. The State of Delaware may perform this audit or contract with a third party at its discretion.
3	SOW	Advance notice (to be determined at contract time) must be given to the State of Delaware of any major upgrades or system changes that the Service Provider will be performing. The State of Delaware reserves the right to defer these changes if desired.
4	SOW	The Service Provider shall disclose its security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware's and the Service Provider. An example might be virus checking and port sniffing – the State of Delaware and the Service Provider must understand each other's roles and responsibilities.
5	SOW	The Service Provider will cover the costs of response and recovery from a data breach. The State will expect to recover all breach costs from the provider.

6	SOW	The State of Delaware will provide requirements to Service Provider for encryption of the data at rest
7	SOW	The Service Provider shall have robust compartmentalization of job duties, perform background checks, require/enforce non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.
8	SOW	The Service Provider will provide documentation of internal and external security controls, and their compliance level to industry standards.
9	SOW	The State of Delaware and the provider shall identify a collaborative governance structure as part of the design and development of service delivery and service agreements.
10	SOW	The State of Delaware must have the ability to import or export data in piecemeal or in its entirety at its discretion without interference from the Service Provider.
11	SOW	The Service Provider will be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The environment and/or applications must be available on a 24 hours per day, 365 days per year basis, providing around-the-clock service to customers as defined in this RFP.
12	SOW	The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include redundant Internet connectivity, redundant firewalls, Virtual Private Network (VPN) services, secured remote access methods, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced, application, and web servers, hardware, accelerator, three tier development environment, nightly backups, and 24x365 monitoring of all services and servers.
13	SOW	The Service Provider shall identify all of its strategic business partners who will be involved in any application development and/or operations.
14	SOW	The State shall have the right at any time to require that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State will provide the Service Provider with notice of its determination, and the reasons it requires the removal. If the State signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.
15	SOW	The Service Provider will ensure the State of Delaware's Recovery Time Objectives (RTOs) is met.
16	SOW	The Service Provider will provide evidence that their Business Continuity Program is certified and mapped to the international BS 259999 standard.
17	SOW	The Service Provider shall ensure that State of Delaware backed-up data is not commingled with other cloud service customer data.
18	SOW	<b>SLA/SOW – Return of Customer Data/Unique Post Termination:</b> The Service Provider shall make available to the State all Customer Data in a state defined format based on vendor and state platforms including: Database, O/S and physical media,

		along with attachments in their native format.
19	SOW	Service Providers shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: <a href="http://www.DTI.Delaware.gov">www.DTI.Delaware.gov</a>
20	SOW	The Master Contractor may deliver two copies of each software source code and software source code documentation to a State-approved escrow agent with the State's prior approval. The Master Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location, in Delaware, and that is acceptable to the State. Two copies of the source code shall be stored on compact discs or other media designed by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

APPENDIX B



DELAWARE DEPARTMENT OF JUSTICE  
VENDOR-CONTRACTOR SECURITY VERIFICATION

**1. VENDOR Information**

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Staff Member: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Manager: \_\_\_\_\_ Specialty: \_\_\_\_\_  
DOB: \_\_\_\_\_ Social Security #: \_\_\_\_\_

**2. Security Clearance Checklist – Check all That Apply**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> DTI Acceptable Use Policy         | <input type="checkbox"/> DELJIS Acceptable Use Policy | <input type="checkbox"/> Confidentiality-Non Disclosure    |
| <input type="checkbox"/> NCIC – Check Completed            | <input type="checkbox"/> Delaware Criminal Hist Check | <input type="checkbox"/> Use of CJIS / Secure Database     |
| <input type="checkbox"/> Fingerprinting Completed          | <input type="checkbox"/> State Technology Vendor      | <input type="checkbox"/> Network Access Required           |
| <input type="checkbox"/> Approved for Remote Access        | <input type="checkbox"/> Active Arrest Warrant        | <input type="checkbox"/> Criminal History Restricts Access |
| <input type="checkbox"/> Criminal History Found            | <input type="checkbox"/> SBI or FBI Number on File    | <input type="checkbox"/> General Contractor Only           |
| <input type="checkbox"/> Prior Security Violations on File | <input type="checkbox"/> Prior Clearance on File      | <input type="checkbox"/> Professional Services             |
| <input type="checkbox"/> Contract Required                 | <input type="checkbox"/> Non-Professional Services    | <input type="checkbox"/> Follow up Security Check Required |
| <input type="checkbox"/> Contract Signed                   | <input type="checkbox"/> Contract on File             | <input type="checkbox"/> Government ID Presented           |
| <input type="checkbox"/> Escort Required                   | <input type="checkbox"/> Temp Security Card Issued    | <input type="checkbox"/> Technology Only                   |
| <input type="checkbox"/> Contract Summary: _____           | <b>State Contract Vendors.</b>                        |  |
| <input type="checkbox"/> Other: _____                      | _____   |  |

**3. Brief Description of Services**

**Professional / Non-Professional Services Summary:**

#### 4. Acknowledgement of Receipt

*I understand the Delaware Department of Justice, Office of the Attorney General is a Law Enforcement Agency and I may be exposed to secret and/or sensitive and confidential information. I understand I must abide by the applicable Acceptable Use Policies and Confidentiality Agreements and may be subject to fingerprinting for both state and/or federal criminal history checks and I shall not disseminate any confidential information of which I may be exposed and agree not to remove any data from the location/job site and all information must remain confidential. I further understand failure to comply with these provisions and agreements may subject me to criminal prosecution and/or civil penalties and litigation.*

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Vendor / Contractor Signature

Date

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DOJ Staff Signature

Date

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Witness Signature (if applicable)

Date