

## **Questions asked at Mandatory DEPSC Pre-Bid Meeting August 10, 2011**

First order of the meeting was to announce that the deadline for Receipt of the Proposals was changed from August 22 to August 29, 2011 at 1:00 p.m.

Questions followed:

Q1. Please expand on your request for a trial “hands on period” training.

A. We would like a 2 – 4 hour demo of the product and a 2 to 3 day period for Staff to be able to use the system and be able to ask questions live.

Q2. Demonstration / Hands-on trial period - COTS products need to be configured before they can be evaluated by end users during trial period. While the hands-on trial can include the navigation through the entire product functionality and screens, it may be practical and effective if the in-depth evaluation is focused on a specific workflow.

Can you recommend a specific Delaware PSC workflow for in-depth evaluation during the trial period? Can you also provide the associated forms, reports, rules, etc. so they can be configured in the trial environment?

Since the User Acceptance Test (UAT) checklist may not be available until the project is kicked off and the detailed requirements and test cases are documented, can you share an “Evaluation Checklist” that will be used by end users for the trial period?

A. See flow chart work flow for Litigated in Appendix E, for example.

UAT checklist will cover all the recommended business requirements in the Scope of Work checklist

Q3. Do you know how you will rate the systems during the trials?

A. Yes, we have a User Acceptance Sheet we will be using.

Q4. How many people will be using the system during the trial period?

A. We have 31 Staff probably not all would use it.

Q5. Your plan is to test all of the systems submitted in the RFP process?

A. We will plan to test a short list – the top 3 that meet all of the criteria outlined in the RFP.

Q6. For the demonstration and trial period what functionality and processes would you like to see?

A. We think that it is important to see all the functionality of the system.

Q7. Will the User Acceptance Sheet be made available to the vendors? I would suggest it include key concepts and features to include specifics.

A. The User Acceptance Sheet will be made available to the vendors selected for demonstration. The State will also work with the selected vendors on this effort.

Q8. As part of the evaluation process will it include a minimum number of off the shelf pieces?

A. Yes, the more off the shelf the better.

Q9. Regarding service – the Help Desk – customer support how will that be handled?

A. An e-mail address to the State of Delaware and it would be managed by PSC.

Q10. Is the State open to more than one vendor on the contract?

A. The State wants to sign a contract with one vendor and hold one vendor accountable. But the winning bidder may sub-contract a portion of the contract.

Q11. Will the bidder list be available?

A. Yes the bidder list will be made available on [Bids.delaware.gov](http://Bids.delaware.gov) website.

Q12. Users – citizens, the majority members of the public would be view only. A small subset (5,000) would be able to do e-filing how do you want this handled?

A. We see wide open access to the public and view only; of course, we would have to protect confidential information. E-Filing would require a log on. Access to discovery would also require a log in and probably be handled by the Hearing Examiner and Paralegal.

Q13. Would you be open to restricting the access of attorneys for functionality? What I am thinking of is for licensing costs the more people who can go in to the system and make changes the more expensive the license fees are.

A. The attorneys would not be able to make any changes – they would be view only but have more access to some items, such as Discovery, than the general public.

Q14. In addition to viewing the documents (public/confidential) associated with their case, should the 5k external users (utilities, attorney's, etc.) be able to,

- View the status of their application
- Supplement/submit/file additional records and information in support of an ongoing case resulting in service (email) to relevant parties in the service list

A. View status—yes; Additional records should be filed through the electronic filing portal

Q15. I have a question regarding the Issue Management process it needs to be able to handle duplicate filings?

A. If a contact, address or entity changes, the changes needs to be made only once and the record is automatically updated eliminating redundant individual, company and address details.

Q16. Are CPCNs always the same parties?

A. The processes are very similar but the parties are unique to each case.

Q17. With respect to unstructured filings will the workflow be unique? How many will be needed? Will you use them once and discard?

A. With all of the Green initiatives we are now seeing filings for things we have never seen before. Generally I would say five filings a year. If a workflow was similar we might use it again if it could be modified – but flexibility is the key.

Q18. What are your audit requirements?

Functionally the system should provide support for true audit trails for all transactions such as access and modifications..

Q19. Audit Functions - The Offeror shall define the parameters of a comprehensive security audit, such as the Statement on Auditing Standards No. 70. The State will review and must approve the comprehensiveness of the proposed security audit. The Offeror shall arrange to have this audit conducted by an unbiased third party at no additional cost to the State. The Offeror shall submit the name and background of the third party auditor in the Proposal to this RFP. The Offeror shall provide the State its plan for correcting or remedying any audit exceptions identified as a result of the security audit within sixty (60) days of completion of the audit. The Offeror shall describe its plan for independent security audits and provide technical specifics relative to those audits.

Please provide further details on are the criteria used by the State to review and approve the comprehensiveness of the proposed security audit.

A. The criteria used for these State audit reviews will be based on the Statement on Auditing Standards No. 70. found at

[http://en.wikipedia.org/wiki/Statement\\_on\\_Auditing\\_Standards\\_No.\\_70:\\_Service\\_Organizations](http://en.wikipedia.org/wiki/Statement_on_Auditing_Standards_No._70:_Service_Organizations)

Q20. Appendix D – conversion rate – do you want it included in the total cost?

A. Yes, we want the open dockets conversion included in the total cost.

Q. So you want to extract only your open cases? There will be no migration of data?

A. Yes, we only want to extract the open cases and that is correct there will be no migration of data other than open cases

Q21. Would you like to look at the cost to migrate all of your data from EZ file?

A. Sure, include the open dockets in the cost sheet with a separate line bid as misc. for conversion of data from EZ file.

Q22. Will there be any integration of legacy systems?

A. No.

Q23. Please advise more detail regarding how the RFP response is to be structured:

Section II (A-W) Scope of Work

Most but not all of this section is repeated in Section II-W Scope of Work Checklist however, the following sections are not: II-L3, L7, M, Q-V.

Do these Scope of Work sections all need to be responded to since they were left out of the Scope of Work Checklist?

If so, we can discuss the "missing" sections separately but in what order.

A. Where the items have been omitted from the Scope of Work Checklist include in the appendices. Follow the General Evaluation Requirements sheet in chronological order and reference the subsection where the information may be found.

Q24. However, Section III Required Information identifies requirements that shall be provided in each proposal in the order listed below." Item 111-B3 is the same as II-S (Organization and Staffing) Item III-B4 is the same as II-W (Scope of Work Checklist) Item III-B5 is the same as 11-12 (Project Management) Therefore, the response cannot be presented in alphabetical order and still be acceptable, correct?

A. See response in Q23.

Q25. Is it acceptable to follow the Section III order and put everything else in appendices?

A. See response in Q23.

Q26. Please explain further the preferred order and preferred structure of the vendor's RFP Response document.

A. See response in Q23.

Q27. Under section IV.B – RFP Submissions, point 14 it states, "Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening." What is the opening date for proposals?

A. Opening date is 8/29/11.

Q28. Will revisions in the RFP have any bearing on a vendors chances of being awarded the contract, if so, will there be a chance revise proposals based on the addendum.

A. No, the only revision has been the date for proposals to be submitted, it moved from 8/22 to 8/29. This will allow everyone more time to complete responses.

Q29. If a contract is not awarded based on the highest score or lowest price, what typically determines the final decision on awards.

A. Award is based on completing the RFP requirements such as Required Information Section II, Professional Services RFP Administration Information IV, etc...

Also see Selection Criteria and Criteria Weight.

Q30. With respect to the pricing forms if you had a docket that generated a lot of interest and you had a million hits it could have a major impact on the price.

A. That could happen put that under additional cost.

Q31. We are trying to find a balance with the requirements versus the cost of those requirements. I see two possible scenarios:

1. Broadly cover all the required areas and then do some fine tuning.
2. Meet the requirements in full depth but do it in phase one and then phase two.

A. Three items need to be included; e-filing, document management and workflow. If no bids come in under budget that ticks all of the boxes we will have to change the RFP.

Q32. Where can I find the standards defined by the Conference of State Court Administrators and The National Association for Court Management Joint Technology Committee that the E-filing, case management and document management must be in compliance with?

A. Website: <http://www.nacmnet.org/it-corner/index.html>

Q33. The PSC needs to decide what their must haves are.

A. We have, the RFP outlines our must haves.

Q34. Document/Records Management - Can you please confirm if DoD 501 and ISO 15489 Standards are must have requirement to meet qualification criteria or it is only good to have and would not bear evaluation scoring/functional expectations?

A. Requirements are scored in qualification criteria.

Q35. There could be hosting challenges of a local host versus a vendor host.

A. We have no preference either way. You choose, give bids for both or either if you have a problem with local host.

If the solution is externally hosted by the vendor adequate protections must be in place to meet the following contractual clauses approved by DTI and the State Department of Justice (see Q37).

Q36. With regard to the hosting options with either option security is security. If something is not secure for 15 minutes it is by definition unsecure. We need to find a balance with cost and system time availability – 24/7 times 365 days versus the cost for that level of service.

A. We will work with vendor to define maintenance windows for downtime during low use times; such as, 2:00 a.m. or Sundays.

Q37. Can you help define specific (or minimum) % availability of application? This will help us offer suitable and cost effective infrastructure for hosting.

A. If solution is externally hosted by the vendor adequate protections must be in place to meet the following contractual clauses approved by DTI and the State Department of Justice (see Cloud Contract below).

These apply both to cloud and external hosting engagements. The document is divided into two sections: 1) terms and conditions and 2) statement of work clauses. Contracts for cloud-based and external hosting engagements must include the non-negotiable terms and conditions. The statement of work clauses should be considered as well, and their relevance to your specific project will depend on the nature of the engagement. Examples of non-negotiable terms are:

- The State retains full ownership of the data.
- The data is not allowed to reside offshore.
- The provider must encrypt all non-public data in transit to the cloud.
- In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware assets and the subsequent secure disposal of assets.

### Cloud Contract

Terms and Conditions for Cloud Providers

As of May 17, 2011

| No | Doc | Item                                                                                                                                                                   |
|----|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | T&C | <b>Ownership of Information - The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract.</b> |
| 2  | T&C | <b>Privacy of Information - Protection of personal privacy must be an</b>                                                                                              |

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|   |     | <p>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 or 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 of 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.<br/> <b>Suspension of services:</b> During any period of suspension, the Service Provider will not take any action to intentionally erase any State of Delaware Data.<br/> <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</p>                                                                                  |

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|    |     | <p>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 affect 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                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|    |     | 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 requests 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|           |            | <b>259999 standard.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>17</b> | <b>SOW</b> | <b>The Service Provider shall ensure that State of Delaware backed-up data is not commingled with other cloud service customer data.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>18</b> | <b>SOW</b> | <b>SLA/SOW - Return of Customer Data/Unique Post Termination:<br/>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.</b>                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>19</b> | <b>SOW</b> | <b>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></b>                                                                                                                                                                                                                                                                                                                           |
| <b>20</b> | <b>SOW</b> | <b>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 designated 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.</b> |

Q38. Will there be time to submit additional questions?

A. No questions will be answered after today. Pre-bid responses are due by August 12<sup>th</sup>.