



State of Delaware Public Service Commission

**Utility Case Management System
RFP# DOS 11 001-PSCEUCMS**

Request for Proposal

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE FOR A COMMERCIAL OF THE SHELF (COTS) SYSTEM FOR A ELECTRONIC
UTILITY CASE MANAGEMENT SYSTEM
ISSUED BY PUBLIC SERVICE COMMISSION**

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I. Overview

The State of Delaware Public Service Commission seeks a COTS system for a Electronic Utility Case Management System. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

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

Public Notice	Date: 7/4/11
Written Questions Due No Later Than (NLT)	Date: 8/5/11
Mandatory Pre Bid	Date: 8/10/11 9 A.M. EST
Written Answers Due/Posted to Website NLT	Date: 8/12/11
Deadline for Receipt of Proposals	Date: 8/22/11
Vendor Demonstrations/Hands-On trial period	Date: 9/5/11- 9/12/11
Notification of Award	Date: 9/30/11

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. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. **Scope of Services (Vendor must complete Scope of Work Checklist in Section V)**

A. **Purpose**

The Delaware Public Service Commission (PSC) works to ensure safe, reliable and reasonably priced cable, electric, natural gas, wastewater, water and telecommunications services for Delaware consumers. For those services the new Electronic PSC Utilities Case Management solution would provide: Increased customer service, increased staff efficiency, reduced costs by paperless environment, improved controls of sensitive information, and comprehensive reporting.

B. **Objectives**

Implementation of a Web Based Utilities Case Management System to manage all phases of the filing cycle, including applications, complaints, tariffs, certificates, dockets, hearings, order approval workflow with digital signoff, commission meeting scheduling, and agenda management. It's also needs to include invoice generation, payment processing, and electronic document storage.

The Offeror must implement the E-filing, case management and document management in compliance with the standards defined by the Conference of State Court Administrators and The National Association for Court Management Joint Technology Committee

C. **Management, Administration and Governance**

The Contract that results from this RFP will be managed by the Public Service Commission (PSC). PSC will provide the appropriate guidance and oversight to assure that the Offeror is performing the required scope of work, adhering to all terms of the contract and supporting the goals and objectives of the Electronic Utility Case Management System initiative at the Contract level.

1. The State will designate a day-to-day State Contract Manager (CM). The State CM will serve as a liaison between the Offeror for the use of the Master Contract. All pertinent aspects of this Electronic Utility Case Management System contract, such as planning and design services, development and integration of applications into the overall Electronic Utility Case Management System design, and priority of work will be coordinated through the State CM and approved by the State.
2. The Offeror shall designate a full-time Client Manager who will be responsible for all activities on the Master Contract from the Offeror's perspective. The Client Manager shall meet regularly with the State CM to review Electronic Utility Case Management System activity, status and prioritization with the State of planned Electronic Utility Case Management System services, and any issues that need addressing by the State.

3. The Offeror shall be responsible for the development, maintenance and support of Electronic Utility Case Management System.
4. The Offeror shall work with the State to recommend and finalize a governance model that supports the goals and objectives of the State and scope of work within the Contract. This includes established procedures and approvals for timely completion of agreements, oversight, maintenance and operations.

D. Application Management

1. Web Portal - the Offeror system must provide a Web Portal to allow for online filing as well as an online calendar. Web Portal should use cascading style sheets (CSS), so it can easily be styled to match the look and feel of State's Common Look and Feel, ensuring a consistent corporate image;
2. Start Page – the Offeror system must provide a custom end user start page from which the user can access tasks assignments and create their own tabs and columns. The system should provide for filtering of task assignments;
3. Manage Application filing cycle – the Offeror system should provide a contact management system that eliminates redundant individual (contact), company (entity), and address details that are stored in a single, centralized database and can, therefore, be linked to each other—and to other records—in any number of ways, forming a complete and distinct profile of each contact and entity;

If a contact, address, or entity changes, the change needs to be make only once and the record is automatically updated everywhere it is referenced;

When applications are filed they can be routed to a “holding area” for review and determination of whether they meet minimum filing requirements and how they should be processed;

An Issue Management Process is part of the service;

Provides a Forms and Correspondence Templates Library;

Automatic population of various templates;

Interfaces with social networking sites;

4. Application Workflow Management – the Offeror system must provide: When an Application is received into the system and provided with a docket number, a manager is requested to assign Staff to the docket. Based on pre-determined tasks for each docket type, tasks are automatically assigned to Staff and distributed with interim and final due dates (based on the procedural schedule) assigned. The procedural schedule and workflow assignments will be based on statutory requirements for each docket and should be subject to manual adjustment. As each task is finished the document should automatically flow to the next Staff member in the pre-defined workflow process and due dates are assigned. Notices of impending and missed deadlines are issue to appropriate Staff and managers at each step in the workflow process. A history of the workflow process is maintained. See *Workflow Diagrams in Appendix E*.

4. Email and Mailing Lists – the Offeror system must provide the ability to email reports and documents from within the system;

E. Complaints

1. The Offeror system must allow users to record and track complaints, related investigations, and any required actions or dispositions, facilitating the aggressive enforcement of state statutes and agency regulations.
2. Provide pre-defined Microsoft Word document templates to assist in the generation of required form letters.

F. Docket Management

1. The Offeror system must manage the Docket phase of the filing cycle;
Provide flexibility in docket management software to allow for changes to automatic deadlines;
Docket management system supports unstructured filings;
Importing of paper documents into the electronic docket record;
The Docket Management supports annotations such as electronic sticky notes, rubber stamps and comments;
Docket management system will be compliant with State and Federal regulations

G. Order Approval

1. The Offeror system must manage Order approval workflow with digital signoff;
Allow electronic signatures to be added to document templates (i.e. orders, etc...);
Allow for relating Documents to an Order;
Allow for the tracking of Pending Actions / Tasks items to an Order;
Allow for tracking Remarks by staff for each Order;
Trigger a workflow when Order is created;
2. The Offerors system must provide for bulk approval of orders based on order type(s).

H. Hearing Management

- Manage Hearing phase of the filing cycle;
E-filing system should automatically generate a docket number, index and date stamp attachments and send an e-mail notification;
Initial procedural schedule drafted based on Hearing Examiner assigned and statutory deadlines;
System must provide for the tracking of Pending Actions / Tasks items;

System must allow for tracking Remarks by staff for each Docket;

System must provide for related Supporting Documents to a Hearing.

I. Commission Scheduling and Agenda Management

The Offeror's system must manage Commission meeting scheduling & agenda management;

1. System must allow for relating Documents to Commission Meetings;

System must allow for the tracking of Pending Actions / Tasks items;

System must support context sensitive reports for Commission Meetings.

2. System must allow for relating Companies to Agenda Items;

System must allow for the tracking of Pending Actions / Tasks items;

System must allow for tracking Remarks by staff for each Agenda Item, categorized by Type, time stamped remark and link to a user;

System must support a calendar for Hearings, Holidays, Appointments and Meetings;

Calendar must support a 1 day, 5 day, 7 day and monthly view (like Outlook);

System must allow the ability to schedule meetings either individually or reoccurring;

System can be used to schedule both personal and public events on a single calendar as well as to identify the individuals and parties available for appointments;

System must be able to schedule and automatically publish selected events, such as commission meetings and hearings, to the Internet;

System must be able to print or email Agendas and published to the Internet, or saved in PDF, HTML, RTF, or XML format.

System must support digital signature processing method compliant with the State of Delaware statute.

J. Tariff Management

The Offeror's system must manage Tariff phase of the filing cycle. Tariff management must include automatic insert of revised pages into tariff and tracking of history of changes.

K. Invoice Generation and Payment Processing

The Offeror system must manage Invoice generation and payment processing;

System must allow for both individual and batch payments;

System must allow for payment full refunds, partial refunds and the voiding of payments;

System must provide auditing and tracking;

System must allow invoices to have multiple detail lines;

E-payment processing must integrate with State approved solution (currently using Govolution).

L. Electronic Document Filing and Storage

Manage the requirements of the case and document management. The System are grouped functionally into the following areas:

1. Architecture:

The System should be deployed under a Service Oriented Architecture (SOA);

The Architecture should adhere to the State of Delaware Technology Standards and Policies. Refer to <http://dti.delaware.gov/information/standards-policies.shtml>

Architecture should be flexible and scalable;

The System should be based on a scalable design that could accommodate an increase in the number of users or workload by supplementing infrastructure without requiring redesign;

System should support standards based Open Systems Integration with internal or external applications;

System should support a Web based user interface with customizable start page;

System should be capable of secure remote access with the same user interface and functionality;

New functionality should be incorporated without requiring System redesign or significant downtime;

The System should support user configurable Business Logic without requiring extensive programming;

All case content should be hosted in a common Database in a nonproprietary format and not on a file system;

Case content should not be accessible directly by desktop applications or system tools;

System should be able to subscribe to external services such as Document Management System, Business Process Modeler, Workflow Engine, and Security Monitor or provide the functionality internally;

The System should not be structured so as to maintain a single point of failure.

2. Functional:

On-line forms can be easily added to library of on-line forms to support electronic filing;

Each case should have a System assigned a unique identifier;

The System should support the business processes of all of PSC departments;

The System should support all possible case filing mechanisms PSC wishes to offer, including electronic transactions;

The System should be able to provide at least first level response to all filings 24 hours a day;

Level of access to case content should be based on individual specific user profiles and not be configurable by the user;

Documents and other media access should only be permitted through the System user interface and not by direct access;

The System should permit only one instance of each case;

The System must maintain versioning of documents;

The System provides imaging with OCR;

The database or the document management and control system should provide support for true audit trails;

System content should not be permanently replicated in order to deliver services.

System should support content based searches and filtering for all cases;

System should be able to integrate legacy cases;

System should maintain synchronization with hardcopy documents or manual processes;

Users should be able to subscribe to a case for notifications subject to security profile;

System should support smart subscriber based notifications;

System content should be hosted on a common database and not located on a file system;

Case content should not be accessible directly by desktop applications or system tools;

The System must have the capabilities of capturing or receiving input from hardcopies as well electronically generated documents in Microsoft Office, Adobe PDF, and Online Forma format;

All data and document entry must be dully time stamped;

All entries must record the source of origin as a permanent record;

All points of entries for cases must verify submissions for completeness before processing;

Exception reports must be generated for incomplete case submittals detailing the deficiencies in documents or other necessary information for processing;

Exception reports must be published to all PSC case subscribers in accordance to individual profiles;

The System must be able to inform all interested parties of case deficiencies via letter and electronic communication;

All case submittals must be noticed to all relevant PSC parties. All authorized case documents must be published to relevant PSC case subscribers in accordance with individual security profiles;

The System must acknowledge receipt of case submittal to submitter in letter and electronic format;

The status of each case submitted must be published to all relevant PSC case subscribers;

Each case must be categorized by predefined PSC classifications at the point of entry;

Statistics for each case category must be maintained and made available to the reporting system;

The System must facilitate predefined forms for all case data entries required by PSC personnel in a standardized format;

The System must be able to generate predefined form letters extracting relevant data from the database for standard communication with submitters;

The System must be capable of generating interactive agendas of items to be discussed during Commission meetings based on predefined business rules along with links to all relevant documents;

Agenda items modified by Commission or Staff must be fed back into the System along with action items and workflow tasks;

Every System transaction must generate a transmittal acknowledgement to register the activity;

This acknowledgement must be integrated in the Record Management System;

Reports and E-filing forms can be modified by the Administrator.

- 3. Technical** - When preparing the Proposal in response to this RFP, bidders should specify the technical infrastructure which its proposed solution requires including all hardware, software, CPU, memory, storage, networking, operating system, databases, utilities, middleware, and applications required to deliver a fully functional solution in accordance with the scope of this RFP;

The required technical platform must conform to the standards set forth by the State (see <http://dti.delaware.gov/information/standards-policies.shtml>).

4. Database:

Some modifications can be made by System Administrator with no programming knowledge;

All case content should be hosted in a common database;

The database or the document management system should provide support for true audit trails;

Data should not be permanently replicated in order to deliver services;

The database should guarantee data integrity;

All operational requirements of data (Backup, Restore, Purging, etc.) should be managed through standard database tools or System management module;

The database should enforce secure access to its content;

The database should maintain a true audit trail of all access and modifications;

The database should only be accessed by authorized System components and not by external applications;

The database should be mined for management reporting;

The database should be configured for 24 hours access;

The database should be able to reconfigure its content for optimal system performance;

The database should provide data migration interface for the legacy system to the new system;

The databases to be considered must be set as part of the PSC contract agreements.

5. CPCN Processes and other considerations:

Telecommunication CPCN Process:

Bond or Credit Letter of credit

Need List with amounts, expiration dates and contact information for applicant

6. Queries and Reports:

The System must provide a robust Reporting System configurable for preset reports and forms;

All plans and procedures for reporting data shall be made in consultation with and subject to approval of PSC.

The Reporting System should support automated report generation;

All reports should be generated through a secure, content sensitive Reporting System;

The Offeror system shall provide filing reports for PSC (including rejections);

The system must allow authorized PSC staff to search, correlate, query, and match records on all variables contained in the records in order to discover all instances in which the records of a single customer are misidentified as being the records of two or more customers;

The system must be able to identify the number of registered user requests made by user type, reports based on the registered user requests, and system logins/logouts. An exact, unalterable copy of any report must be saved by the system;

The system must enable PSC to perform ad hoc queries to respond to requests from other state agencies and authorities, the Delaware Public Advocate, and Utilities; to respond to requests. Since these queries and reports may vary in

substance, an ad hoc query and reporting function is an essential aspect of the system;

The Offeror shall maintain a historical record of reports created by users and maintained for six (6) years;

The system must have the capability to produce automatic threshold reports and templated notices. The criteria have not yet been determined and may change over time. A report function for this activity is required and must allow for parameters to be changed;

The PSC will have the option to request ad hoc reports as necessary throughout the life of the contract.

7. Change Management – As stated above, the expectation is that the system be composed of commercial off-the-shelf components. The vendor will identify best practices to leverage the product functionality. To the extent necessary, the vendor shall provide change management practices.

8. Document Management and Control System:

The System should contain or support a Document Management System adhering to DoD 501 5.2 standards;

The System should contain or support a Document Management System adhering to ISO 15489 standards.. The DoD 5015.2 provides the “baseline functional requirements” for the successful implementation of a Record/Document Management Application. ISO 15489 is an international standard for recordkeeping. It being divided into two parts:

ISO 15489.1

Part 1 provides the framework for recordkeeping, specifically in creating record managements standards, identifies the regulatory environment in which this organization operates, and strengthens the recordkeeping system, necessary to carry out a comprehensive records management program. It also covers monitoring and auditing operations, as well as staff training requirements.

ISO 15489.2

Part 2 is an informative Technical Report that provides practical guidance to implement the framework set out in Part 1. This part includes records management policies and procedures, record process control and provides additional guidance about monitoring and auditing records systems to ensure that the organization meets their legal and accountability requirements;

Offeror must be knowledgeable with PSC laws, statutes, regulations and business rules that drive the workflows;

PSC would like to have the option to either Local or Remote host, please specify system capability in comment field;

The actual database will reside either with the Offeror on the Offeror’s servers or Hosted at PSC. The database and all of the data in the database shall belong to PSC;

If remote hosted by the Offeror they shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Offeror and the State;

The Offeror or PSC (depending on the hosting model) shall be responsible for maintaining the computer hardware and software that will be used by the Offeror and PSC for data collection and reporting;

Ability to import Legacy Data;

The system must provide for Data Normalization for legacy information;

The Offeror system shall perform data integrity checks to ensure that the data submitted meets the accuracy and completeness threshold established by PSC;

Offeror shall have a toll-free number and email address by which customers may contact the Offeror to resolve problems and receive information concerning data transmission;

Offeror will provide a Toll-free number shall be staffed Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Voice mail access shall be available at all other times;

Offeror must provide online tutorial education for users.

M. End User Training – DPSC expects the vendor train all DPSC personal in the use of the system. The DPSC will identify key personnel requiring “trainer level” training such that these individuals can train additional staff as they come on board. Vendor provided computerized self paced training modules are not mandatory but are highly desirable and information about these modules should be provided in the vendor’s response. Training will be outlined in a training plan discussing expectations and schedules. A training planning session must be held to review the training plan prior to the first actual training session. This will enable State and Vendor staff to better communicate during these sessions. Vendor will detail in their proposal a training plan outline and schedule for users of each component of the system. Bidder shall submit option of onsite and bidder location training costs, see cost section, Appendix D.

Operational Support Training - The State does not intend to make coding changes to the Vendor’s product but, operational training will still be required for product support including (but not limited to and depending on the hosting option) the following: (1) Required operational activities, such as error/log file review and purge; (2) Backup/Recovery procedures within the State’s Backup/Recovery framework or hosted facility; (3) Disaster Recovery within the State’s DR framework; (4) Routine network activities such as change of IP. The Vendor should recommend additional areas of training will be responsible for the State’s operational personnel in all aspects of the DPSC system required to support the system operationally.

Knowledge transfer to State of Delaware Project Team - The vendor is expected to bid a maintenance agreement and maintain the software on an ongoing basis. Knowledge transfer sufficient to support end user training, operational activities, such as back-up and recovery (if applicable), and disaster recovery planning will be required.

N. Hosting

1. PSC would like to have the option to either Local or Remote host, please specify system capability. The actual database will reside either with the Offeror on the Offeror’s servers or Hosted at PSC. The database and all of the

data in the database shall belong to PSC. Offeror is required to provide PSC with a yearly schedule for the escrow of software and data.

2. The Offeror or PSC (depending on the hosting model) shall be responsible for maintaining the computer hardware and software that will be used by the Offeror and PSC for data collection and reporting.
3. The Offeror system must follow the PSC Record Retention requirements.

O. Secure Web Services

A comprehensive system that is able to meet this anticipated demand is required to successfully manage this program, to keep response times to a minimum, and to provide continuous (24 hour a day) access to authorized users.

1. The system must provide for an electronic user registration process and must allow PSC to authenticate user registrations before providing login accounts. Users include Utilities, Public Service Commissioners and Staff, and Public Advocate staff. Only registered users will be allowed to request program information.
2. The system must meet the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, in addition to common internet industry standards for privacy and security. The system must permit multiple users to be on the system and in the same applications at the same time.
3. The system must allow for configuration of multiple level of security access for the different categories of authorized users is required. Examples of such access would include an administrator level for PSC staff, a level appropriate for Public Advocate staff, and a level appropriate for certain regulatory staff.
4. The system must permit multiple users to be on the system and in the same applications at the same time
5. The system must provide for custom screens with multiple data filters
6. The system must permit a registered user to request and receive information, including automatic reports, via the Internet. PSC is interested in enabling registered users to receive reports without intervention by staff for those requests where there is an exact match. The user would automatically receive the report without intervention by PSC staff. This would enable users to access the system 24/7
7. Manual input of requests: Not all requestors will necessarily have Internet access. PSC staff will need the ability to process requests received by other means, i.e., phone, fax, e-mail, or in person. PSC will need the ability to query the system to respond to those queries. PSC does not have an estimate of the volume of manual requests anticipated
8. Ability to communicate with registered users: PSC is interested in the ability to communicate information of interest to registered users of the web-based

program through broadcast alerts and/or an information section on the home page including the use of social media.

P. Data Security and Confidentiality

1. The Offeror shall comply with Federal, State of Delaware and PSC privacy and security laws, regulations and rules.
2. On-going compliance with Federal and State regulations & standards as part of software maintenance agreement
3. For any breach or suspected breach of security of the collected data, the Offeror shall:
 - i. Notify PSC immediately by telephone or e-mail,
 - ii. Conduct an investigation,
 - iii. Confiscate and secure any evidence in conjunction with any such occurrences,
 - iv. Provide PSC with a written report of the investigation within three (3) business days of first learning of the breach,
 - v. Subsequently supply a written report outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches, and
 - vi. Assist PSC, in communication to customers and stakeholders, including testifying, in any proceedings or hearings, which may be undertaken for any security violation.
4. System must provide Security Roles/Groups/Access Control Lists
5. System must Secure remote access with a web browser
6. System must provide Data encryption at all levels meeting Federal/State standards (HIPAA)
7. System must provide Transaction Audit trails
8. If remote hosted by Offeror they must provide Disaster Contingency Plan/Documentation
9. Offeror is responsible for Application security code review and auditing
10. If remote hosted by Offeror, the Offeror's System Architecture must include Test/Development/Production systems
11. If remote hosted by Offeror, the Offeror's System design must have high level of availability
12. Offeror must use Change Management Methodology
13. Offeror must provide an Issues tracking database to generate problem tickets

Q. Hosting and Managed Services

1. The Offeror shall host the Electronic Utility Case Management system environment. The Offeror will be responsible for the acquisition and operation of all hardware, software and network support related to the Electronic Utility Case Management system. The Offeror shall ensure that the Electronic Utility Case Management system environment is used primarily to meet the objectives set forth by the State of Delaware in this RFP. The technical and professional activities required for establishing, managing, and maintaining the State's Electronic Utility Case Management system are the responsibilities of the Offeror.
2. 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.
3. The Offeror shall provide scalable security solutions for web and Internet services at the network and application level that meet or exceed the State's security standards and policies. Examples may include secure sockets layer certificates, user authentication and single sign on (SSO), application firewalls, intrusion detection system (IDS) monitoring, public key infrastructure (PKI) and digital signatures. The Offeror shall submit a narrative response and diagram explaining the various elements of the network security architecture of their solution(s) including authentication options, privacy, backup and disaster recovery systems.
4. The Offeror shall ensure that personal and private information held in State government custody and used in projects within the scope of this RFP is neither compromised nor inadvertently exposed. This includes established processes and procedures to ensure that confidential information cannot be accessed by unauthorized individuals.
5. The Offeror shall be responsible for all costs associated with the acquisition and maintenance of the hardware and software, as well as any telecommunications connections between the Offeror's and State's computing environments in support of system.
6. If the Offeror chooses to use leased line connections, these connections shall be protected by a network security firewall. If the Offeror proposes to use any public, non-trusted medium (e.g., the

Internet), the Offeror shall build and maintain a secure VPN. The Offeror must describe in detail the firewall and VPN design.

7. In all cases, the Offeror shall submit a detailed narrative and system design including the hosted environment and all associated security devices. Modifications to this environment, including configuration changes, hardware or software changes, process changes and/or any variation that may impact the integrity of the submitted design, or compliance with State standards and policies, must be approved.

R. Customer Service

The Offeror shall also include a description of how Customer support will be integrated into the design of the application itself.

S. Organization and Staffing

1. The Offeror shall provide an organization chart reflecting the proposed staffing required to fully execute the State's Electronic Utility Case Management system. A comprehensive staffing plan shall outline Offeror staff responsibilities and office locations necessary to develop the Electronic Utility Case Management system and manage the Electronic Utility Case Management system environment.
2. Offeror will be responsible for all updating of State data production systems. State staff will assist the Offeror in planning and testing all communication connections to State sites. If additional State government staff assistance is expected for Electronic Utility Case Management system, that assistance shall be specified in a proposal delivered to the State, specifically by role and involvement.
3. The Offeror and all of Offeror's strategic business partners are required to adhere to and sign all applicable State policies related to technology use and security.
4. The Offeror shall identify all of its strategic business partners who will be involved in any Electronic Utility Case Management system application development and/or operations.
5. The Offeror will be solely and exclusively responsible for the hiring, firing, recruiting, managing, and training of its employees and subcontractors. The Offeror shall agree to undertake such background checks and other procedures reasonably requested by the State.

The State shall have the right at any time to require that the Offeror remove from interaction with State any Offeror's representative who the State believes is detrimental to its working relationship with the Offeror. The State will provide the Offeror 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 Offeror shall immediately remove such individual. The Offeror shall not assign the person to any aspect of the contract or future work orders without the State's consent.

T. Applications Development Framework

1. The Offeror shall describe its application development methodology. This description should include, but not be limited to, major project phases, project management processes, lists and descriptions of the project deliverables to be produced. The Offeror must identify all checkpoints within their methodology where State acceptance/signoff is required. In addition, the Offeror must explain how each of the following processes will be performed and what role the State would have in the process:

1.1. Software Quality Assurance – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).

1.2. System testing – testing conducted to review product code for accuracy of processing as well as accuracy of operation.

1.3. Acceptance testing verification and validation - verification that a product meets the specifications and validation that the product meets the Customer's needs.

1.4. Risk Management - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.

1.5. Application Maintenance – general updates to a system including service packs and upgrades.

2. Project Management

The Offeror shall describe its project management and execution methodology that delineates how the Offeror will manage the specific tasks and projects under this Contract. The Offeror shall comprehensively narrate how it will manage hosting and Agreements while ensuring completion of the scope of services, and accomplishing the required objectives.

The Offeror shall produce a project schedule for all projects and tasks estimated to be greater than 3 months in duration. The work breakdown structure shall be constructed with sufficient granularity as to facilitate tracking activities on a bi-weekly basis (e.g., activities must have durations less than or equal to 80 hours). The State may review and adjust the installation and implementation schedule in coordination with the Offeror.

The Offeror's Proposal must provide the following:

- 2.1. A project plan for implementation and ongoing support of the project. Staffing and timelines will be included in the plan. The following phases will be addressed:
- 2.2. Initialization of project
- 2.3. System hardware and software implementation
- 2.4. Application development, implementation and training
- 2.5. On-going operations
- 2.6. The approximate length of time required after award date, before services could be operational.
- 2.7. Definition of the timeframes for each implementation activity and requirement to be fulfilled.
- 2.8. A proposed installation schedule that identifies complete installation of all Offeror services.
- 2.9. Definition of any dependent services that would be the responsibility of the State and the timeframe.
- 2.10. Architectural/Network Diagrams (Appendix C)

3. Pilot Testing

Before final acceptance of our Electronic Utility Case Management system, the Offeror shall provide a pilot implementation of the service in order for the State to test the proposed service compliance with interfaces, policies and other services. The testing period shall be decided by the State and the Offeror.

4. Data Repository

The Offeror shall describe how it would provide for the storage and management of data that is being utilized. This requirement includes provision for backup copies of the data, so that reconstruction of lost data does not involve the use of original data sets.

6. Network Topology

In order to provide for adequate network performance, the engineering of network connections between the Offeror's data center(s) and servers, and their respective Internet Service Providers (ISPs) need to be understood. The Offeror shall describe how the data center(s) and/or servers will connect to its Internet Service Providers.

7. State Technical and Architectural Standards

Compatibility and consistency with the State's technical architecture will minimize potential problem areas relative to interfacing with legacy state systems. These standards can be found here: <http://dti.delaware.gov/information/standards-policies.shtml>

Variation from these standards and policies or from commonly accepted practice, must be specifically detailed.

The Offeror shall describe its current web development strategy, tools used in support of existing Internet site projects, and future plans for web development tools.

8. Software and Documentation Policy

The Offeror shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Offeror and the State. The cost of the escrow account must be borne by the Offeror. The Offeror shall agree to the following terms associated with all software, except third party licenses, associated with any applications or systems developed under this proposal: The State shall have the option, upon termination or expiration of the contract awarded under this RFP, in connection with all application and portal software, documentation and source code (whether originally developed by the Offeror or a third party), but not software or documentation created by third parties and purchased by Offeror, together with any software updates or upgrades made by the Offeror over the life of the contract, but excluding third party software, documentation, source code, object code, and updates, to exercise one or more of the following:

- 8.1** Contract with Offeror for a software license and ongoing support upon mutually agreeable terms and conditions; or Select a new Offeror and elect to have new Offeror support all existing systems; or Operate all existing systems under a perpetual software license including the transferable interests in any third party software licenses at the end of the Master Contract at no cost to the State.
- 8.2** The Offeror shall allow the State to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by the Offeror under the terms of the State's Contract.

U. Security and Authentication Services

- 1.** Offerors shall comply with and adhere to the State IT Security Policy and Standards where applicable. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: <http://dti.delaware.gov/information/standards-policies.shtml> . The Offeror must sign the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement found in Appendix A of this RFP when contract signed.

The Offeror shall:

- 1.1. Ensure that State information is protected with reasonable security measures.
 - 1.2. Promote and maintain among the Offeror's employees and agents an awareness of the security needs of the State's information,
 - 1.3. Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of by means of information technology,
 - 1.4. Ensure that appropriate security measures are put in place to protect the Offeror's internal systems from intrusions and other attacks, whether internal or external, e.g., message interception, tampering, redirection, or repudiation.
2. The Offeror shall fully describe its approach to security, including but not limited to, the use of firewall hardware and software and how these will be configured its network. The Offeror shall submit a narrative response explaining how its proposal addresses each element of the security infrastructure.

The Offeror shall describe how it would:

- 2.1. Assure confidentiality of data;
 - 2.2. In transit – provide the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a malicious attack;
 - 2.3. In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;
 - 2.4. Assure integrity of data – determine how to maintain data integrity and Customers' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution;
 - 2.5. Maintain access control – determine method needed to prohibit Customers from accessing data or computer facilities unless such access was expressly approved by the State CM;
 - 2.6. Provide authentication – determine how to provide robust authentication services; and
 - 2.7. Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.
3. The Offeror shall provide diagrams that detail its schema for network, server, and transaction security (**see Appendix C**). The State requires data confidentiality, as through the use of standardized and widely distributed tools such as Secure Sockets Layer (SSL). The State requires data confidentiality, integrity and non-repudiation of transactions. The State expects the transaction to be protected in transit through the use of either private leased-lines or VPNs. Full

audit trails must be maintained for transactions. Access controls must also be strictly enforced and audited.

4. Any and all remote administration of the hardware, operating system, or application software will require approved authentication techniques such as the use of strong, dual-factor authentication. The State requires that any and all remote support be conducted from within the United States unless otherwise specifically approved.
5. For payment transactions made through Internet sites, the Offeror shall describe how it will ensure that transaction information is secured through encryption, authentication, and other standard payment card operating procedures to ensure that card information remains secure. The Offeror shall describe how it will prohibit Customers from accessing State data, unless such access is expressly approved by the appropriate State authorities. The Offeror shall describe how it will maintain and ensure data integrity and Customer confidentiality and privacy.
6. The security requirements of this section shall continue to apply to all State information in the possession of the Offeror after the expiration or cancellation of the Contract.
7. Access Identification and Authorization service applications and some Customer services will need to be accessed by a unique identification code assigned to an individual or entity using the service. The Offeror shall describe recommended access security options in its proposal.
8. Privacy and Ownership of Information Protection of personal privacy must be an integral part of the business activities of the Offeror to ensure that there is no inappropriate use of State information at any time. To this end, the Offeror shall comply with the following conditions: Personal information obtained by the Offeror will become and remain property of the State. At no time will any information belonging to or intended for the State be copied, disclosed, or retained by the Offeror or any party related to the Offeror for subsequent use in any transaction that does not include the State. The Offeror may not use any personal information collected in connection with the State's Contract issued from this proposal for any purpose other than fulfilling the State's Contract. The State is the Data Custodian of the data and must approve all access to that data. The Offeror does not have any ownership over data at any time. Privacy policies established by governmental agencies or state or federal law must be complied with. Privacy policy statements as may be developed and amended from time to time by the State will be appropriately displayed on Agency web pages. In particular, the Offeror must provide sufficient security to protect the data of the State. The Offeror shall work with the State CM to identify the appropriate Data Custodians.
9. Access to State Computer Networks

The Contractor shall not connect any of its own equipment to a State Local Area Network/Wide Area Network (LAN/WAN) without prior written approval by the State.

10. The Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the State CM or as deemed appropriate by the State.

11. Physical Security

At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements, which includes being prepared to be escorted at all times and providing information for State badging. Each person who is an employee or agent of the Contractor or subcontractor and not in possession of a State badge, shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

12. Security Clearances will be required by the State – **(see DTI Security Policy <http://dti.delaware.gov/information/standards-policies.shtml>)**

13. 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.

V. Service Level Agreements

1. The State, in conjunction with the selected Offeror, intends to establish Service Level Agreements (SLAs) for the development and on-going operations of Electronic Utility Case Management system.
2. Given the magnitude and possible scope of the Electronic Utility Case Management system Contract, it is important that the Offeror and the State enter into a contractual relationship that succinctly defines service level agreements and commitments. It is the intent of this section to specifically define the minimum SLA criteria that is required by the State. The technical requirements that are presented

throughout this RFP represent the State's minimum requirements. The Offeror shall detail in the RFP Proposal its understanding of and agreement to comply with the requirements each category, including how the Offeror will comply. The Offeror shall consider carefully the infrastructure and other resources that will be required to meet these SLAs.

3. Quarterly reports will be used to verify and analyze Offeror conformance with the defined service level agreements. The State shall have access to all performance data, in raw and processed form, for the purpose of SLA verification.
4. Offeror will measure and report on at least a quarterly basis. Proposed measurement and reporting tools must be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means.

This SLA shall address performance of Electronic Utility Case Management system availability. Availability includes the hardware, system software, telecommunications and shared interface applications.

4.1. Security Management

This SLA shall address performance of security management. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

4.2. Application Availability

This SLA shall address performance of the Electronic Utility Case Management system provided by the Offeror where the impact to the Customer community is isolated to the specific application and not all other applications on the host server.

4.3. Availability

The State's Electronic Utility Case Management system must be operational and available to Customers 24 hours a day, 365 days per year. The only exception will be for pre-defined systems administration and maintenance agreed upon within the defined Service Level Agreements. Scheduled downtime must be coordinated with and approved by the State with at least a seven

(7) day advance notice prior to performing the scheduled downtime. Scheduled downtime must be scheduled during off-hours. The Offeror must describe its approach and experience on availability and the scheduling of routine maintenance downtime.

4.4. Network and Server Performance Measurement

Monitoring and measuring the end-to-end performance experienced by Customers can be facilitated by network management and monitoring tools. Offeror shall describe how it proposes to obtain measurements and report on an ongoing basis on the performance experienced by Customers from different locations within the network. Performance management tools must provide an integrated and time-synched mechanism with which the State and the Offeror can monitor server and network performance of all aspects of the transaction, excluding any client-side performance monitoring. Offeror must include a description of what automated tools will be employed and how on-line access to performance reports will be provided to the State. Also, the Offeror shall describe any use of sub-contractors or outsourced services to perform web site monitoring service functions.

4.5. Disaster Recovery

The Offeror shall establish and maintain an alternative processing arrangement adequate to resume within 24 hours the application's processing services provided under the Contract, in the event the Hosted site or equipment is unavailable due to human error, equipment failure, man-made or natural disaster. Offeror shall describe in detail its approach for alternative processing arrangements; identify its alternative processing site; and its disaster recovery testing cycle.

4.6. Performance Monitoring and Problem Resolution

The Offeror shall describe its plans for performance monitoring and problem resolution. The Offeror shall describe procedures to be included for interfacing and consulting with hardware and software suppliers to identify and correct problems. The Offeror shall perform maintenance at times that will not adversely impact daily operations. The Offeror shall coordinate maintenance schedules and procedures based on the State's requirements. Offeror's plans for regularly performing normal and preventive software maintenance must be included in the proposal.

W. SCOPE OF WORK CHECKLIST

Delaware Public Service Commission is looking for a fully integrated turn-key Commercial off-the-shelf (COTS) SYSTEM FOR AN ELECTRONIC UTILITY CASE MANAGEMENT SYSTEM that includes the application requirements listed in the document below. Selected vendors will be required to provide **Demonstrations and a Hands-On trial period**. In addition, vendors are required to submit a **High Level Project Plan** to identify tasks and approach.

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.
 All functionalities listed should be checked in one of three columns:
 YES - indicating that the solution would provide this functionality as proposed standard to the product selected
 *NO - indicating the solution would not provide this functionality as proposed and that this functionality would not be possible
 MODIFICATION - indicating that a modification would be required to achieve stated functionality. If this selection is chosen, the solution and pricing must include work involved to make this modification for the final deliverable. The vendor must provide detailed specifications in the comment column.

Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
		Y	N	X	
1	Number of years in business (please indicate in comment field)				
2	Number of Employees in support (please indicate in comment field)				
3	Number of Employees in Programming (use comment field)				
4	Public or Private Firm (please indicate in comment field)				
5	No. of States served with this product (please indicate in comment field)				
6	Average Size (please indicate in comment field)				
7	Largest Customer (please indicate in comment field)				
8	Smallest Customer (please indicate in comment field)				
9	Classroom training				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
10	On-site training (preference)				
11	Video training/Online Training				
12	Provide Workshops that target specific needs				
13	Online user manual				
14	Online support				
15	Toll-free telephone support				
16	Newsletter				
17	User group meetings				
18	Software updates part of maintenance				
19	Programming language used – Java, .Net, etc... (please indicate in comment field)				
20	Operating System used Unix, Windows. (please indicate in comment field)				
21	Database System - Oracle, MS SQL.. (please indicate in comment field)				
22	Data Base Reporting tools - Crystal, SQL, etc... (please indicate in comment field)				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
23	Desktop OS supported: Windows XP, Windows Vista, Windows 7 (please indicate in comment field)				
24	Desktop Application supported: MS Office 2K3,2K7, 2K10 (please indicate in comment field)				
25	Portable Device supported: Tablets, Smart Phones, etc... (please indicate in comment field)				
26	Remote access requirements: Browser, Citrix ... (please indicate in comment field)				
27	Web Portal (please indicate in comment field)				
28	Web Registration				
29	Internet				
30	LAN/WAN				
31	How will end users access system?				
32	Describe how data will flow through system starting at entry point thru the end user				
33	Other Access Methods: Wireless, etc... (please indicate in comment field)				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
34	Disaster recovery				
35	Network security				
36	Project management (please indicate in comment field and in Project Plan)				
37	APPLICATION MANAGEMENT				
38	Web Portal - the Offeror system must provide a Web Portal to allow for online filing as well as an online calendar. Web Portal should use cascading style sheets (CSS), so it can easily be styled to match the look and feel of State's Common Look and Feel, ensuring a consistent corporate image				
39	Start Page – the Offeror system must provide a custom end user start page from which the user can access tasks assignments and create their own tabs and columns.				
40	The system should provide for filtering of task assignments;				
41	System should provide a contact management system that eliminates redundant individual (contact), company (entity), and address details that are stored in a single, centralized database and can, therefore, be linked to each other—and to other records—in any number of ways, forming a complete and distinct profile of				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	each contact and entity				
42	If a contact, address, or entity changes, the change needs to be made only once and the record is automatically updated everywhere it is referenced				
43	When applications are filed they can be routed to a "holding area" for review and determination of whether they meet minimum filing requirements and how they should be processed				
44	Provides a Forms and Correspondence Templates Library				
45	Automatic population of various templates				
46	Interfaces with social networking sites				
47	Offeror must have tools to measure and monitor performance				
48	Email and Mailing Lists – the Offeror system must provide the ability to email reports and documents from within the system				
49	The Offeror must implement the E-filing, case management and document management in compliance with the standards defined by the Conference of State Court Administrators and The National Association for Court				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	Management Joint Technology Committee				
50	COMPLAINTS				
51	System must allow users to record and track complaints, related investigations, and any required actions or dispositions, facilitating the aggressive enforcement of state statutes and agency regulations				
52	Provide pre-defined Microsoft Word document templates to assist in the generation of required form letters				
53	Provide an Issues Tracking database system				
54	DOCKET MANAGEMENT				
55	E-filing system should automatically generate a docket number, index and date stamp attachments and send an e-mail notification;				
56	Docket management system supports unstructured filings				
57	Flexibility in docket management software to allow for changes to automatic deadlines				
58	Importing of paper documents into the electronic docket record				
59	Docket management system				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

All functionalities listed should be checked in one of three columns:

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	supports unstructured filings				
60	Importing of paper documents into the electronic docket record				
61	The Docket Management supports annotations such as electronic sticky notes, rubber stamps and comments;				
62	Docket management system will be compliant with State and Federal regulations				
63	ORDER APPROVAL				
64	Manage Order approval workflow with digital signoff				
65	Allow electronic signatures to be added to document templates (i.e. orders, etc...)				
66	Allow for relating Documents to an Order				
67	Allow for the tracking of Pending Actions / Tasks items to an Order				
68	Allow for tracking Remarks by staff for each Order				
69	Trigger a workflow when Order is created				
70	System must provide for bulk approval of orders based on order type(s).				
71	HEARING MANAGEMENT				
72	E-filing system should automatically generate a docket number, index and date stamp				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	attachments and send an e-mail notification				
73	Initial procedural schedule drafted based on Hearing Examiner assigned and statutory deadlines				
74	System must provide for the tracking of Pending Actions / Tasks items				
75	System must allow for tracking Remarks by staff for each Docket				
76	System must provide for related Supporting Documents to a Hearing				
77	Calendars may be integrated to Outlook and once the procedural schedule is submitted personal calendars and the PSC calendar will automatically be updated				
78	COMMISSION SCHEDULING AND AGENDA MANAGEMENT				
79	System must allow for relating Documents to Commission Meetings				
80	System must allow for the tracking of Pending Actions / Tasks items				
81	System must support context sensitive reports for Commission Meetings				
82	System must allow for relating Companies to Agenda Items				
83	System must allow for the tracking of Pending Actions / Tasks items				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
84	System must allow for tracking Remarks by staff for each Agenda Item, categorized by Type, time stamped remarks and linked to a user				
85	System must support a calendar for Hearings, Holidays, Appointments and Meetings				
86	Calendar must support a 1 day, 5 day, 7 day and monthly view (like Outlook)				
87	System must allow the ability to schedule meetings either individually or reoccurring				
88	System can be used to schedule both personal and public events on a single calendar as well as to identify the individuals and parties available for appointments				
89	System must be able to schedule and automatically publish selected events, such as commission meetings and hearings, to the Internet				
90	System must be able to print or email Agendas and published to the Internet, or saved in PDF, HTML, RTF, or XML format				
91	System must support digital signature processing method compliant with the State of Delaware statute				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
92	TARIFF MANAGEMENT				
93	Manage Tariff phase of the filing cycle				
94	Tariff management must include automatic insert of revised pages into tariff and tracking of history of changes				
95	INVOICE GENERATION AND PAYMENT PROCESSING				
96	The Offeror system must manage Invoice generation and payment processing				
97	System must allow for both individual and batch payments				
98	System must allow for payment full refunds, partial refunds and the voiding of payments				
99	System must provide auditing and tracking				
100	System must allow invoices to have multiple detail lines				
101	E-payment processing - must integrate with State approved E-Payment Gateway (currently Govolutions)				
102	ELECTRONIC DOCUMENT FILING AND STORAGE Manage the requirements of the case and document management. The System are grouped				

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	functionally into the following areas:				
103	1. ARCHITECTURE				
104	The System should be deployed under a Service Oriented Architecture (SOA)				
105	The Architecture should adhere to the State of Delaware Technology Standards and Policies. Refer to http://www.DTI.Delaware.gov				
106	Architecture should be flexible and scalable				
107	The System should be based on a scalable design that could accommodate an increase in the number of users or workload by supplementing infrastructure without requiring redesign.				
108	System should support standards based Open Systems Integration with internal or external applications.				
109	System should support a Web based user interface with customizable start page.				
110	System should be capable of secure remote access with the same user interface and functionality.				
111	New functionality should be incorporated without requiring System redesign or significant				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	downtime.				
112	The System should support user configurable Business Logic without requiring extensive programming.				
113	Workflows must be flexible and customizable by Admin staff. Data integrity checks to prevent errors.				
114	All case content should be hosted in a common Database in a nonproprietary format and not on a file system.				
115	Case content should not be accessible directly by desktop applications or system tools.				
116	System should be able to subscribe to external services such as Document Management System, Business Process Modeler, Workflow Engine, and Security Monitor or provide the functionality internally.				
117	The System should not be structured so as to maintain a single point of failure				
	2. FUNCTIONAL				
118	The System should manage the complete life cycle of any and all cases and its supporting material.				
119	On-line forms can be easily added to library of on-line forms to				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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MODIFICATION - indicating that a modification would be required to achieve stated functionality. If this selection is chosen, the solution and pricing must include work involved to make this modification for the final deliverable. The vendor must provide detailed specifications in the comment column.

Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	support electronic filing				
120	Each case should have a System assigned a unique identifier.				
121	The System should support the business processes of all of PSC departments.				
122	The System should support all possible case filing mechanisms PSC wishes to offer, including electronic transactions.				
123	The System should be able to provide at least first level response to all filings 24 hours a day.				
124	Level of access to case content should be based on individual specific user profiles and not be configurable by the user.				
125	Documents and other media access should only be permitted through the System user interface and not by direct access.				
126	The System should permit only one instance of each case.				
127	The System must maintain versioning of documents				
128	The System provides imaging with OCR				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

All functionalities listed should be checked in one of three columns:

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
129	The database or the document management and control system should provide support for true audit trails.				
130	System content should not be permanently replicated in order to deliver services.				
131	System should support content based searches and filtering for all cases.				
132	System should be able to integrate legacy cases.				
133	System should maintain synchronization with hardcopy documents or manual processes.				
134	Users should be able to subscribe to a case for notifications subject to security profile.				
135	System should support smart subscriber based notifications.				
136	System content should be hosted on a common database and not located on a file system.				
137	Case content should not be accessible directly by desktop applications or system tools.				
138	The System must have the capabilities of capturing or receiving input from hardcopies as well electronically generated documents in Microsoft Office, Adobe PDF, and Online				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

All functionalities listed should be checked in one of three columns:

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	Forma format.				
139	All data and document entry must be dully time stamped.				
140	All entries must record the source of origin as a permanent record.				
141	All points of entries for cases must verify submissions for completeness before processing.				
142	Exception reports must be generated for incomplete case submittals detailing the deficiencies in documents or other necessary information for processing.				
143	Exception reports must be published to all PSC case subscribers in accordance to individual profiles.				
144	The System must be able to inform all interested parties of case deficiencies via letter and electronic communication.				
145	All case submittals must be notified to all relevant PSC parties. All authorized case documents must be published to relevant PSC case subscribers in accordance with individual security profiles.				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
146	The System must acknowledge receipt of case submittal to submitter in letter and electronic format.				
147	The status of each case submitted must be published to all relevant PSC case subscribers.				
148	Each case must be categorized by predefined PSC classifications at the point of entry.				
149	Statistics for each case category must be maintained and made available to the reporting system.				
150	The System must facilitate predefined forms for all case data entries required by PSC personnel in a standardized format.				
151	The System must be able to generate predefined form letters extracting relevant data from the database for standard communication with submitters.				
152	The System must be capable of generating interactive agendas of items to be discussed during Commission meetings based on predefined business rules along with links to all relevant documents.				
153	Agenda items modified by Commission or Staff must be fed back into the System along with				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	action items and workflow tasks.				
154	Every System transaction must generate a transmittal acknowledgement to register the activity				
155	This acknowledgement must be integrated in the Record Management System				
156	Reports and E-filing forms can be modified by the Administrator				
157	4. DATABASE				
158	All case content should be hosted in a common database.				
159	The database or the document management system should provide support for true audit trails.				
160	Data should not be permanently replicated in order to deliver services.				
161	The database should guarantee data integrity. All operational requirements of data (Backup, Restore, Purging, etc.) should be managed through standard database tools or System management module.				
162	The database should enforce				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	secure access to its content.				
163	The database should maintain a true audit trail of all access and modifications.				
164	The database should only be accessed by authorized System components and not by external applications.				
165	The database should be mined for management reporting.				
166	The database should be configured for 24 hours access.				
167	The database should be able to reconfigure its content for optimal system performance.				
168	The database should provide data migration for the legacy system to the new system. (LIST AS SEPARATE OPTION)				
169	The databases to be considered must be set as part of the PSC contract agreements.				
170	5. CPCN and other consideration				
171	Bond or Credit Letter of credit				
172	Need List with amounts, expiration dates and contact information for				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	applicant				
173	Queries and Reports				
174	The System must include a robust Reporting System configurable for preset reports and forms.				
175	The Reporting System should be user configurable for ad hoc reporting subject to user security profile.				
176	The Reporting System should support automated report generation.				
177	All reports should be generated through a secure, content sensitive Reporting System.				
178	System shall provide filing reports for PSC (including rejections)				
179	System must allow authorized PSC staff to search, correlate, query, and match records on all variables contained in the records in order to discover all instances in which the records of a single customer are misidentified as being the records of two or more customers				
180	System must be able to identify the number of registered user requests made by user type, reports based on the registered				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

All functionalities listed should be checked in one of three columns:

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	user requests, and system logins/logouts. An exact, unalterable copy of any report must be saved by the system				
181	System must enable PSC to perform ad hoc queries to respond to requests from other state agencies and authorities, the Delaware Public Advocate, and Utilities; to respond to requests. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system				
182	The Offeror shall maintain a historical record of reports created by users and maintained for six (6) years				
183	System must have the capability to produce automatic threshold reports and templated notices. The criteria have not yet been determined and may change over time. A report function for this activity is required and must allow for parameters to be changed				
184	PSC will have the option to request ad hoc reports as necessary throughout the life of the contract				
185	Document Management and				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	Control System				
186	The System should contain or support a Document Management System adhering to DoD 501 5.2 standards.				
187	<p>The System should contain or support a Document Management System adhering to IS01 5489 standards.. The DoD 5015.2 provides the “baseline functional requirements” for the successful implementation of a Record/Document Management Application. IS0 15489 is an international standard for recordkeeping. It being divided into two parts:</p> <p>ISO 15489.1 Part 1 provides the framework for recordkeeping, specifically in creating record managements standards, identifies the regulatory environment in which this organization operates, and strengthens the recordkeeping system, necessary to carry out a comprehensive records management program. It also covers monitoring and auditing operations, as well as staff training requirements.</p> <p>ISO 15489.2 Part 2 is an informative Technical Report that provides practical</p>				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	guidance to implement the framework set out in Part 1. This part includes records management policies and procedures, record process control and provides additional guidance about monitoring and auditing records systems to ensure that the organization meets their legal and accountability requirements.				
188	Offeror must be knowledgeable with PSC laws, statutes, regulations and business rules that drive the workflows. (use the comment field to explain experience)				
189	PSC would like to have the option to either Local or Remote host, please specify system capability in comment field.				
190	The actual database will reside either with the Offeror on the Offeror's servers or Hosted at PSC. The database and all of the data in the database shall belong to PSC.				
191	Offeror shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	mutually agreed to by the Offeror and the State.				
192	The Offeror or PSC (depending on the hosting model) shall be responsible for maintaining the computer hardware and software that will be used by the Offeror and PSC for data collection and reporting.				
193	Ability to import Legacy Data				
194	The system must provide for Data Normalization for legacy information				
195	The Offeror shall maintain information permanently unless otherwise stated in PSC Record retention schedule. Offeror solution will facilitate purging of records.				
196	The Offeror system shall perform data integrity checks to ensure that the data submitted meets the accuracy and completeness threshold established by PSC.				
197	Offeror shall have a toll-free number and email address by which customers may contact the Offeror to resolve problems and receive information concerning data transmission				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
198	Offeror will provide a Toll-free number shall be staffed Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Voice mail access shall be available at all other times.				
199	Offeror must provide online tutorial education for users				
200	HOSTING				
201	PSC would like to have the option to either Local or Remote host, please specify system capability. The actual database will reside either with the Offeror on the Offeror's servers or Hosted at PSC.				
202	The database and all of the data in the database shall belong to PSC.				
203	Offeror is required to provide PSC with a yearly schedule for the escrow of software and data				
204	The Offeror or PSC (depending on the hosting model) shall be responsible for maintaining the computer hardware and software that will be used by the Offeror and PSC for data collection and reporting				
205	The Offeror system must follow the PSC Record Retention				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	requirements				
206	SECURE WEB SERVICES				
207	PSC expects that the system will receive a substantial amount of requests for information each day. A comprehensive system that is able to meet this anticipated demand is required to successfully manage this program, to keep response times to a minimum, and to provide continuous (24 hour a day) access to authorized users.				
208	The system must provide for an electronic user registration process and must allow PSC to authenticate user registrations before providing login accounts. Users include Utilities, Public Service Commissioners and Staff, and Public Advocate Staff. Only registered users will be allowed to request program information.				
209	The system must meet the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, in addition to common internet industry stands for privacy and security.				
210	The system must allow for configuration of multiple level of security access for the different				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	categories of authorized users is required. Examples of such access would include an administrator level for PSC staff, a level appropriate for Public Advocate staff, and a level appropriate for certain regulatory staff.				
211	The system must permit multiple users to be on the system and in the same applications at the same time				
212	The system must provide for custom screens with multiple data filters				
213	The system must permit a registered user to request and receive information, including automatic reports, via the Internet. PSC is interested in enabling registered users to receive reports without intervention by staff for those requests where there is an exact match. The user would automatically receive the report without intervention by PSC staff. This would enable users to access the system 24/7				
214	Manual input of requests: Not all requestors will necessarily have Internet access. PSC staff will need the ability to process requests received by other means, i.e., phone, fax, e-mail, or in person. PSC will need the ability				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	to query the system to respond to those queries. PSC does not have an estimate of the volume of manual requests anticipated				
215	Ability to communicate with registered users: PSC is interested in the ability to communicate information of interest to registered users of the web-based program through broadcast alerts and/or an information section on the home page including the use of social media.				
216	DATA SECURITY & CONFIDENTIALITY				
217	How will access to system data be protected and secured? (use comment field)				
218	The Offeror shall comply with Federal, State of Delaware and PSC privacy and security laws, regulations and rules				
219	On-going compliance with Federal and State regulations & standards as part of software maintenance agreement				
220	For any breach or suspected breach of security of the collected data, the Offeror shall: <ul style="list-style-type: none"> Notify PSC immediately by telephone or e-mail 				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
	<ul style="list-style-type: none"> • Conduct an investigation • Confiscate and secure any evidence in conjunction with any such occurrences • Provide PSC with a written report of the investigation within three (3) business days of first learning of the breach • Subsequently supply a written report outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches, and • Assist PSC, in communication to customers and stakeholders, including testifying, in any proceedings or hearings, which may be undertaken for any security violation 				
221	Security Roles/Groups/Access Control Lists				
222	Secure remote access with a web browser				
223	Data encryption at all levels meeting Federal/State standards (HIPAA)				
224	Transaction audit trail				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

All functionalities listed should be checked in one of three columns:

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
225	Disaster Contingency Plan/Documentation				
226	Offeror is responsible for Application security code review and auditing				
227	Offeror's System Architecture includes Test/Development/Production systems				
228	Offeror's System design must have high level of availability				
229	Offeror must use Change Management Methodology				
230	Offeror must use an Issues tracking database to generate problem tickets				
231	Offeror responsible for all user system notifications and alerts				
232	EASE OF USE				
233	The Process Configuration Console can accommodate on-line configuration changes;				
234	Some modifications can be made by System Administrator with no programming knowledge				
235	View multiple screens at once				

The following are requirements for the requested solution. The proposal should discuss how the solution would provide for the following items. Use the Comment section to provide additional detail.

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Item #	Vendor Information/Application Requirements/Features:	Check one for each feature: Y= Yes N= No X = Chg / Mod			Comment (please provide any additional information or costs):
236	Ability to archive documents to Film, Disk or Tape				
237	Personalized user views to address his or her working preferences and responsibilities				
238	Ability to override or skip steps in workflow or automatically do so based on some condition;				

III. Required Information

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

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.

B. General Evaluation Requirements

1. Meets mandatory requirements
2. Appropriateness of proposed solution in terms of Business & Technical Requirements.
3. Organization, Staff Qualifications and Experience with similar projects.
4. Understanding the scope of the project. (Must complete Scope of Work Checklist and provide hand-on demonstrations of product)
5. Project Management Methodology (Must include a High Level Project Plan).
6. Costs (Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix D)

IV. 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 Procurement website at <http://bids.delaware.gov/>

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

Kevin Wright
Delaware Department of State
401 Federal Street Dover Delaware 19904
Kevin.Wright@state.de.us

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. Please enclose the RFP Contract number in correspondence.

5. Consultants and Legal Counsel

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

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred 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 6 paper copies and 6 electronic copies on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1 PM EST on August 22, 2011**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Public Service Commission
RE: Electronic Utility Case Management System RFP
861 Silver Lake Blvd. Cannon Building, Suite 100
Dover, Delaware 19904**

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 **1 PM EST on August 22, 2011**. 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 State of Delaware 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 **March 30, 2012**. The State of Delaware 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 State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware 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 State of Delaware.

9. Concise Proposals

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

10. Realistic Proposals

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

The State of Delaware 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 State of Delaware/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 State of Delaware 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, all the State of Delaware'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 State of Delaware 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 State of Delaware 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 State of Delaware 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’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, 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 State of Delaware 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 State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware 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 State as a result of this procurement. The State 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 State of Delaware from the full exercise of its options under Section IV.B.16.

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 State of Delaware.

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 State of Delaware.

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 State of Delaware'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 State of Delaware will allow written requests for clarification of the RFP. All questions due no later than **August 5, 2011 by 12:00 PM** will be consolidated into a single set of responses and posted on the State's website at **August 12, 2011 by 12:00 PM** Friday. 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.

b) RFP Answer Process

All questions and answers will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov> by **August 12, 2011** by **12:00 PM**. Vendors' names will be removed from questions in the responses released.

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware 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 State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. Notification of Withdrawal of Proposal

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

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

18. Revisions to the RFP

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

19. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware'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.

20. Award of Contract

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

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

a. RFP Award Notifications

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

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; 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 will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware 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 Director of Professional Regulation, 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 State of Delaware 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. **Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.**

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.

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:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Meets Technical Standards, Infrastructure and Site Requirements	10	10
2.	Completeness of response RFP Requirements	30	30
3.	Ease of Use	10	10
4.	Demonstrations / Hands-On trial period	20	20
5.	Training plan, vendor support	20	20
6.	Qualifications of vendor in LTC	5	5
7.	Cost	5	5
	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

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 State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team between **September 5-12, 2011**. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. MANDATORY PREBID MEETING:

A mandatory pre-bid meeting has been scheduled for **Wednesday, August 10, 2011 at 9 AM EST** at the Delaware Public Archives Building, Delaware Room, 121 Duke of York St, Dover, DE 19901. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

E. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State shall be for 3 years with 3 extensions for a period of 1YR for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, 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 State of Delaware'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 within twenty (20) days after award of the contract. 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 State of Delaware 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 State of Delaware employee or agent of the State of Delaware 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 State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware 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 State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware 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 State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware 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.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware 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 State of Delaware required under the contract shall be sent by registered mail to:

**KEVIN WRIGHT
DEPARTMENT OF STATE
401 FEDERAL STREET
DOVER, DELAWARE 19904**

e. Indemnification

1. General Indemnification.

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, 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, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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

- (a)** Procure the right for the State of Delaware to continue using the Product(s);
- (b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

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

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	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.

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 State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

j. Penalties

The State of Delaware 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 State of Delaware 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 State of Delaware, 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 State of Delaware.

I. Termination for Convenience

The State of Delaware 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 State of Delaware, 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 State of Delaware. If the contract is terminated by the State of Delaware 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 State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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.

p. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware 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, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

q. Applicable Law

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

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

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

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

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

r. 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.

s. 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.
- (2) Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- (3) Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware 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 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 State of Delaware.

2. Definitions of Requirements

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

requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

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

Appendix A

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

Note: The Offeror to execute Appendix A during contract negotiations or following contract award and that an executed Appendix A is *not* required to be submitted with the Offeror's bid.

State of Delaware

DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

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

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

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

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

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

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____

Rev. 1/19/2006

Appendix B
Women owned business (MWBE) Reporting

Women owned business (MWBE) Reporting

The Offeror shall provide the State CM with the required MBE reports.

In accordance with Executive Order 14 (Increasing Supplier Diversity Initiatives within State Government), the State of Delaware is committed to supporting its diverse business industry and population. The successful vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to:

- Name of State contract/project
- Name of the MWBE
- MWBE contact information (phone, email)
- Type of product or service provided by MWBE
- MWBE certifications for the subcontractor (State MWBE certification, Minority
- Supplier Development Council, Women's Business Enterprise Council)
- A template used for this reporting may be found at:
http://gss.omb.delaware.gov/omwbe/docs/subcontracting_report.xls
- The Minority and Women Business Enterprise Certification Application may be found at:
http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

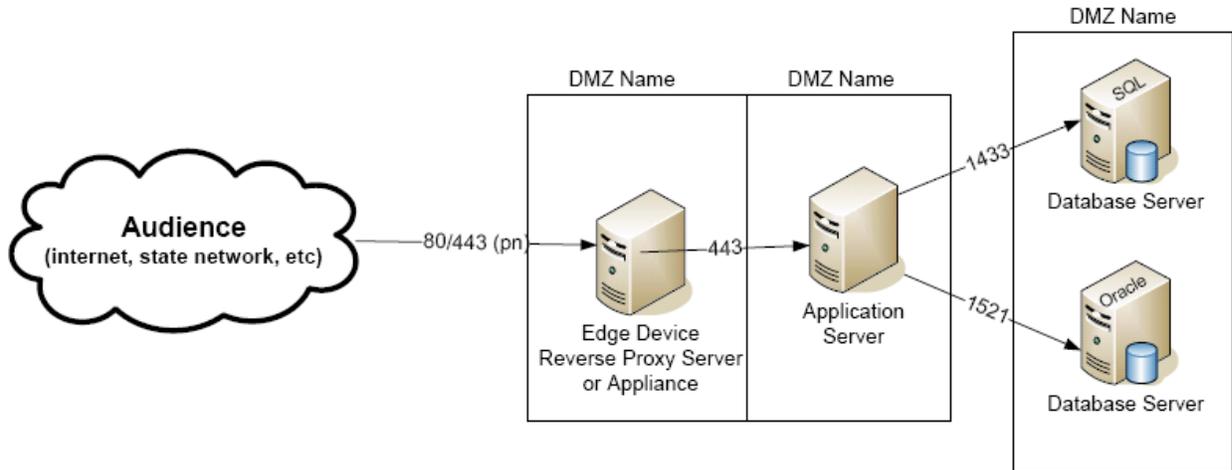
Appendix C
Architectural/Network Diagrams

Architectural Review Board Templates A-C

Must be completed

(Sample Templates Listed Below)

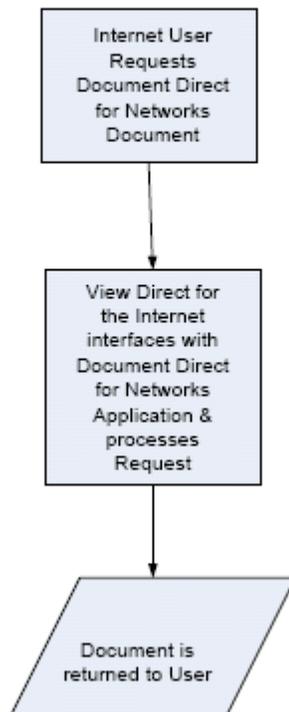
TEMPLATE A – NETWORK DIAGRAM



__ Arrow indicates the direction of the connection initiation. For instance, in this case, the application server is listening on port 443

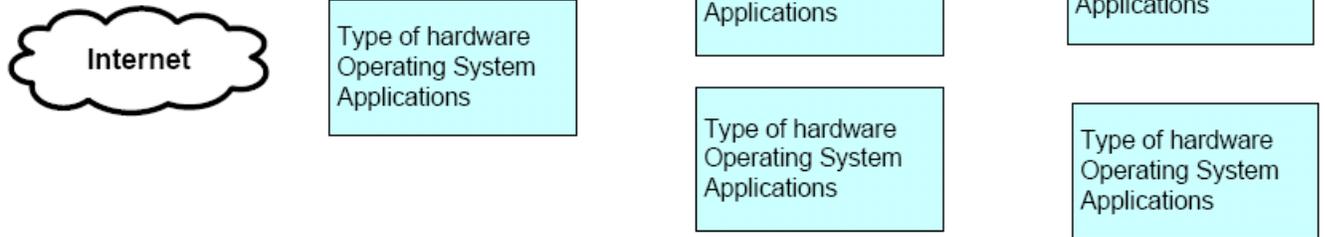
TEMPLATE B – PROCESS FLOW DIAGRAM

End User
Process
Flow



TEMPLATE C- SYSTEM DIAGRAM

Classification: Public/Confidential/Secret/Top Secret



This drawing defines the actual physical environment the system will be using to operate. It should include what physical hardware, what operating system, and what applications are being used at each point. If DMZ's are shown in the network diagram, then firewall devices that define these DMZ's are assumed and do not have to be shown.

Appendix D
Pricing Forms

**APPENDIX D
Pricing Forms**

CONTRACT NO. DOS 11 001-PSCEUCMS	
VENDOR NAME:	
	COST
I. SOFTWARE FEATURES BY SECTION (SEE SCOPE OF SERVICES):	
APPLICATION MANAGEMENT	
COMPLAINTS	
DOCKET MANAGEMENT	
ORDER APPROVAL	
HEARING MANAGEMENT	
COMMISSION SCHEDULING AND AGENDA MANAGEMENT	
TARIFF MANAGEMENT	
INVOICE GENERATION AND PAYMENT PROCESSING	
ELECTRONIC DOCUEMTN FILING AND STORAGE	
LEGACY DATA CONVERSION	
EXTERNAL SOFTWARE SUPPORT	
OTHER ITEMS	
TOTAL	
II. APPLICATION SOFTWARE ON-GOING FEES:	
TOTAL	
III. OPERATING SYSTEM SOFTWARE COSTS:	
TOTAL	
IV. HARDWARE COSTS:	
TOTAL	
V. TRAINING COSTS:	
VI. SUPPORT COSTS: (patches, helpdesk, updates, new versions)	

DPSC Project Cost Schedule

Deliverable 1: Acceptance of Project Work Plan	10%
Deliverable 2: Acceptance of Specification Design	10%
Deliverable 3: User Acceptance Testing	10%
Deliverable 4: Training	10%
Deliverable 5: Implementation	30%
Deliverable 6: System Acceptance	30%

Definitions of Project Cost Schedule

Deliverable 1: Acceptance of Project Work Plan

This deliverable is the first update of the project plan submitted with the proposal of the selected vendor. The project plan is a living document and must be updated at least weekly throughout the project to reflect actual project status and timelines. The State must approve any change that results in the change of a milestone date.

Bidder must outline a project plan with the following information:

Key dates including dates for deliverable submission, description at the subtask level including duration and required staff resources (contractor vs. State) and hours and data conversion.

The proposed schedule in the project plan must be in Microsoft Project and Excel format. Bidder must also discuss procedures for project plan maintenance, status reporting, deliverable walkthroughs, issue tracking and resolution.

Deliverable 2: Acceptance of Specification Design

Bidder must schedule meetings via the State's Project Manager with any required staff resources to ensure compliance with Scope of Services, Section II. Any required custom configuration is to be completed and approved during this phase. Bidder must design training plans, status reports, issues tracking database, user acceptance testing(UAT) plans and user test case scenarios. State staff will identify UAT testers and deliver those names to bidder so that a UAT event can be organized and scheduled.

Deliverable 3: User Acceptance Testing

Bidder will deliver a complete and configured test environment to project team and ensure that DPSC staff has access to the test environment. Bidder will work with State staff to execute UAT, resolve issues, make necessary changes based on test results, and upon satisfactory completion of UAT, gain sign-off from users and project leadership representing the State's interest.

Deliverable 4: Training

Complete "Train the Trainer" & "Super User" Sessions. Bidder will work with State staff to organize and execute "Train the Trainer" and "Super User" sessions. Train the Trainer sessions should be offered at either DPSC or Bidder location, DPSC will determine which option meets DPSC business needs. Bidder will have experienced trainer available during training sessions with clinical staff to address questions and issues.

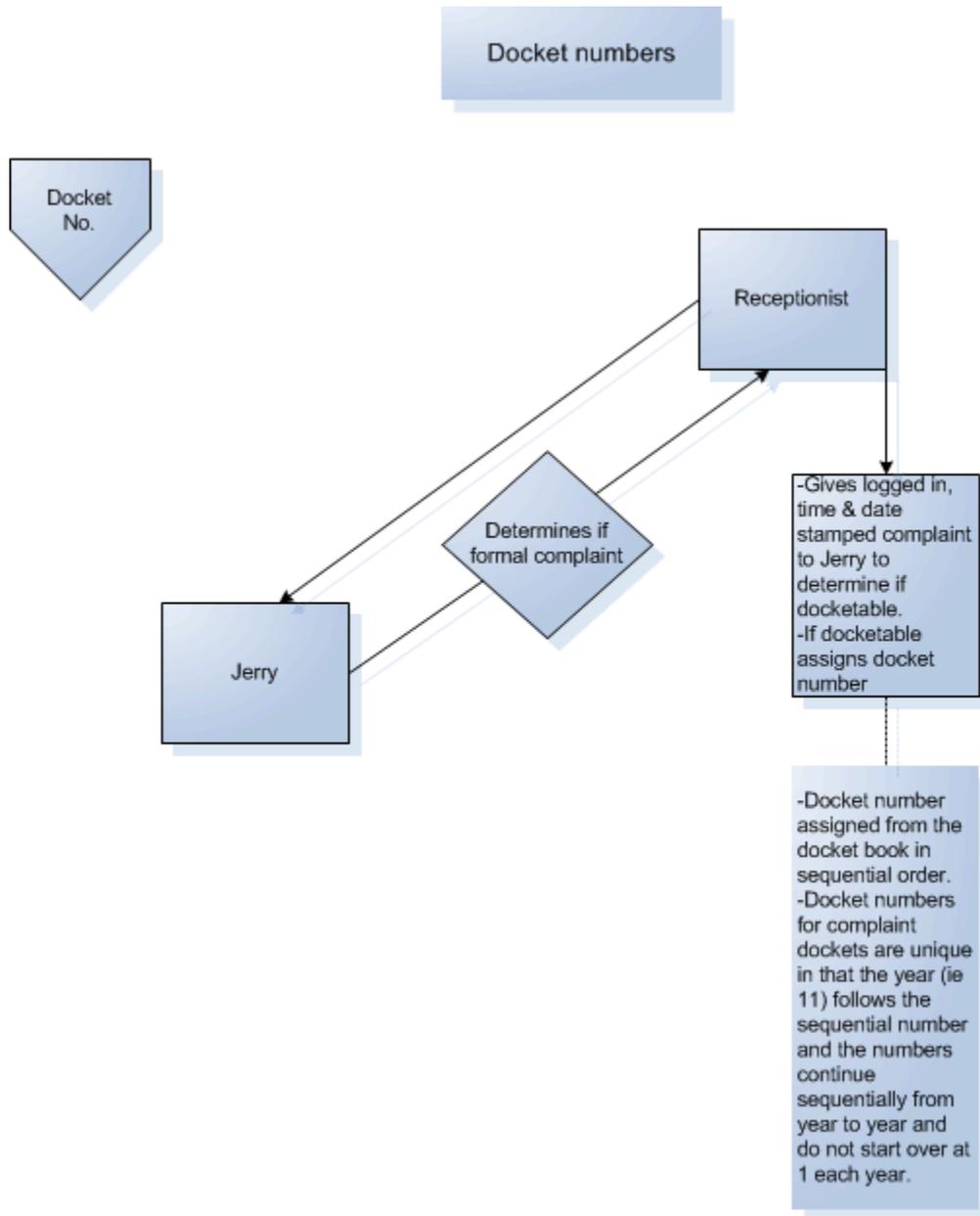
Deliverable 5: Implementation

Bidder will work with State staff to ensure that production environment is successful and meets State staff functionality. Data conversion will be implemented at this phase.

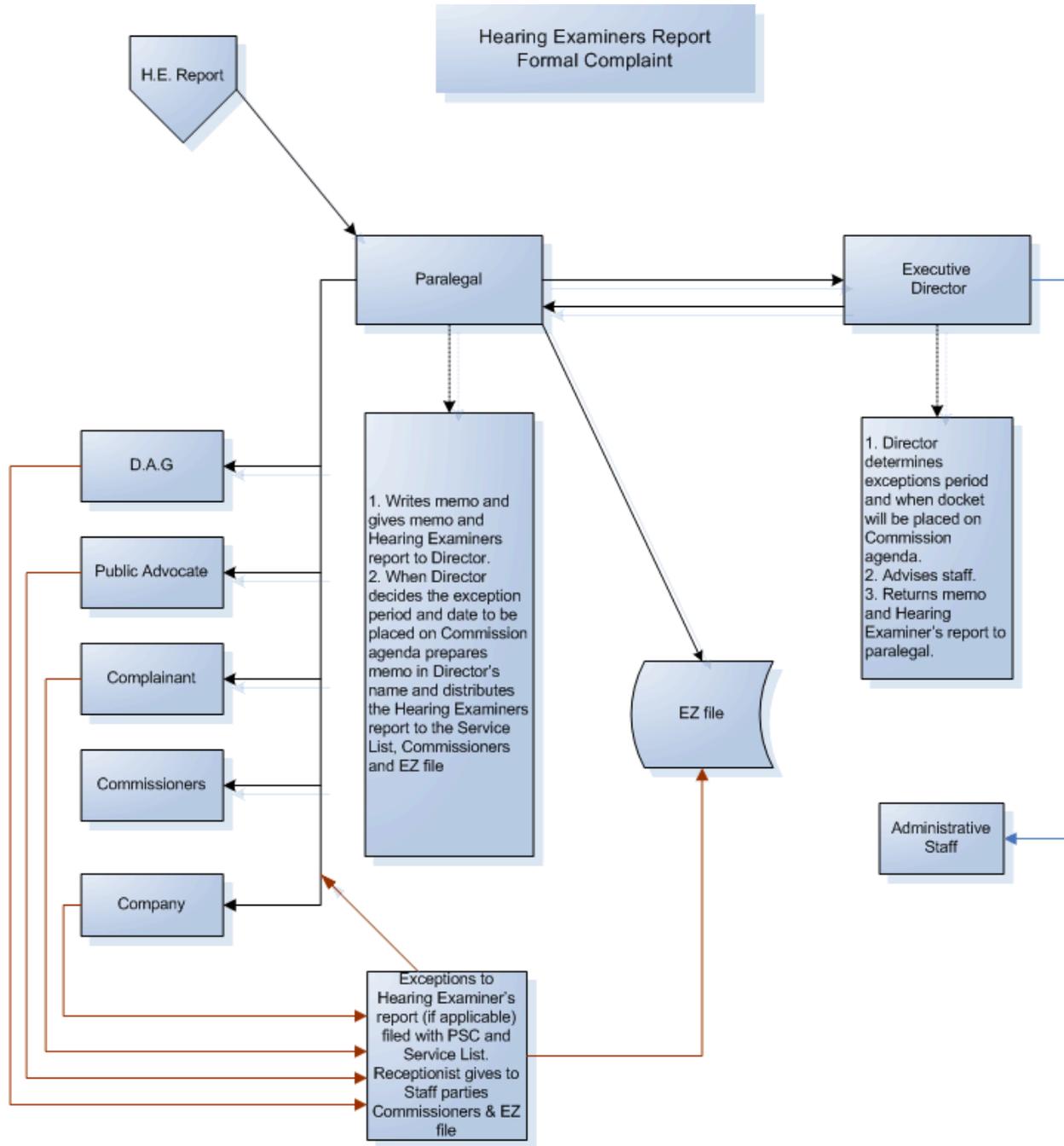
Appendix E
Work Flow Diagrams

Appendix E Work Flow Diagrams

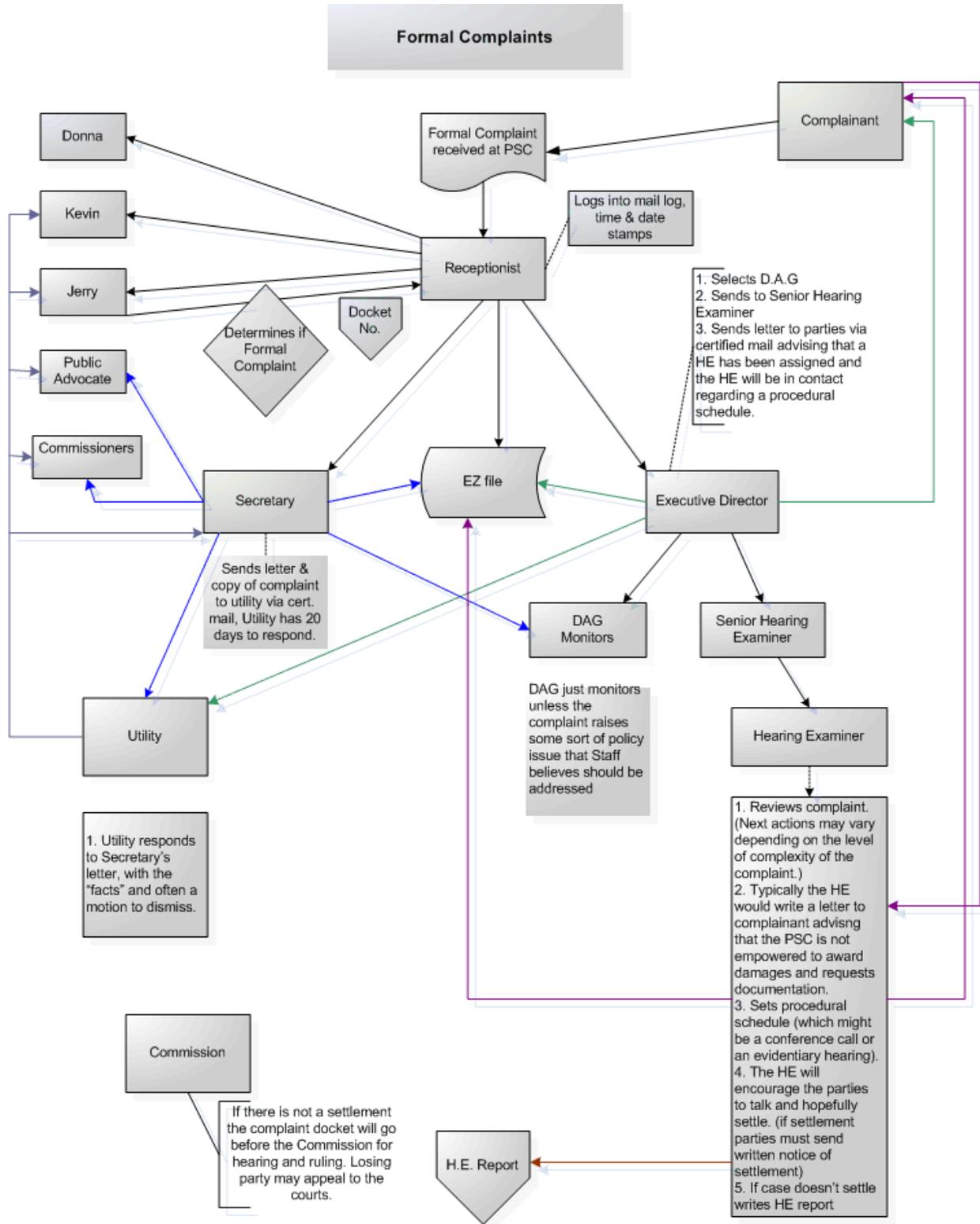
Formal Complaints



Formal Complaints

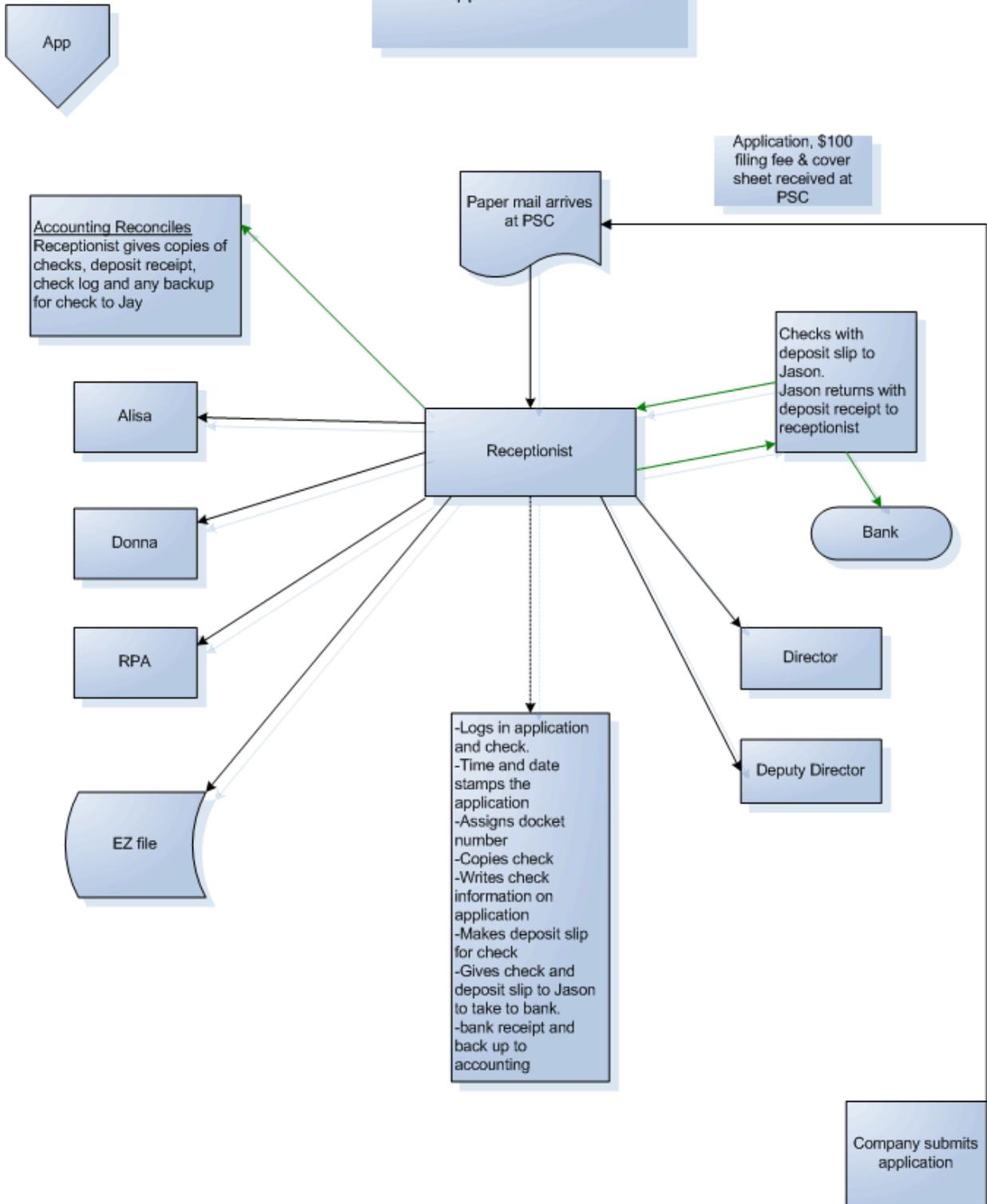


Formal Complaints

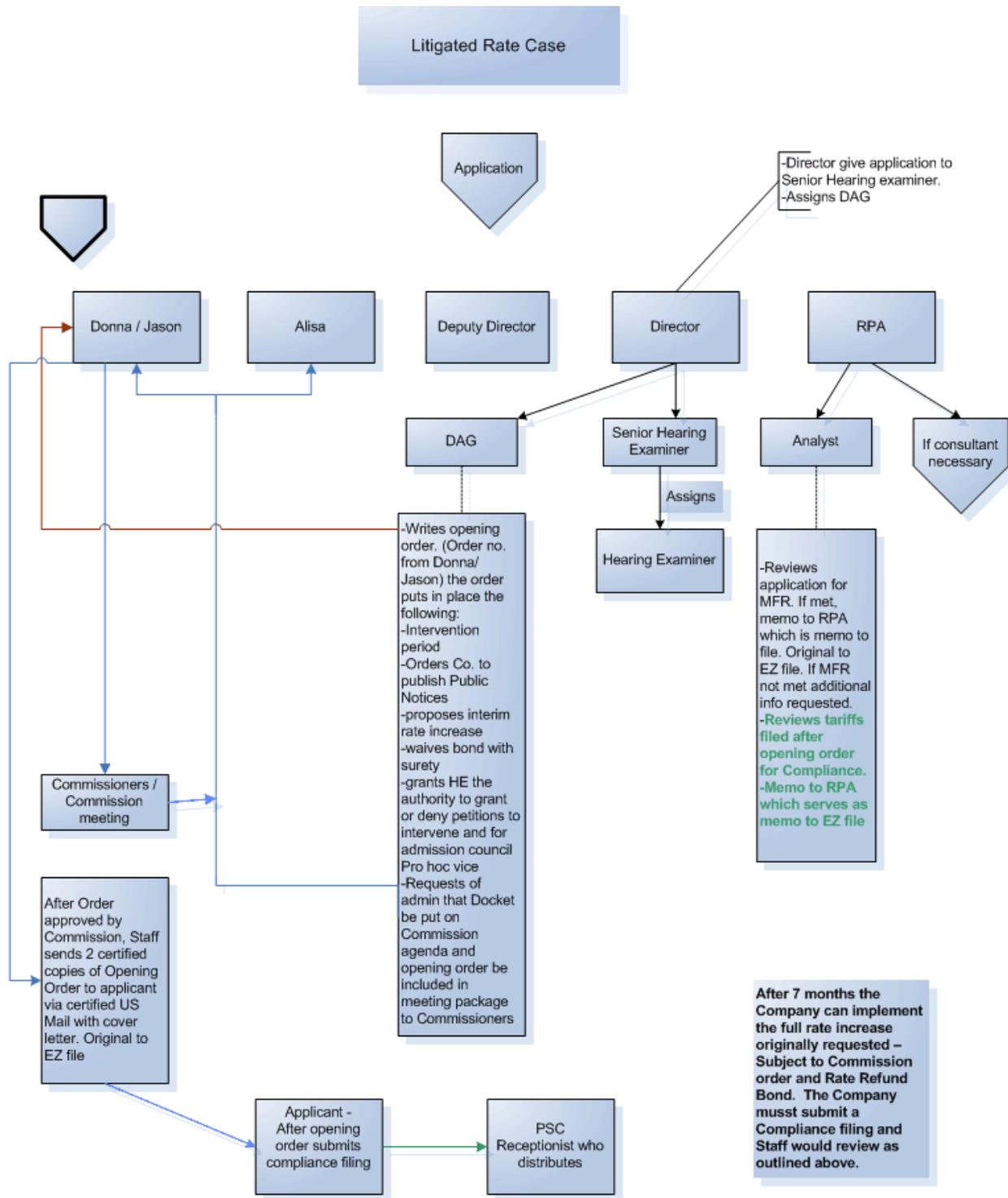


Litigation

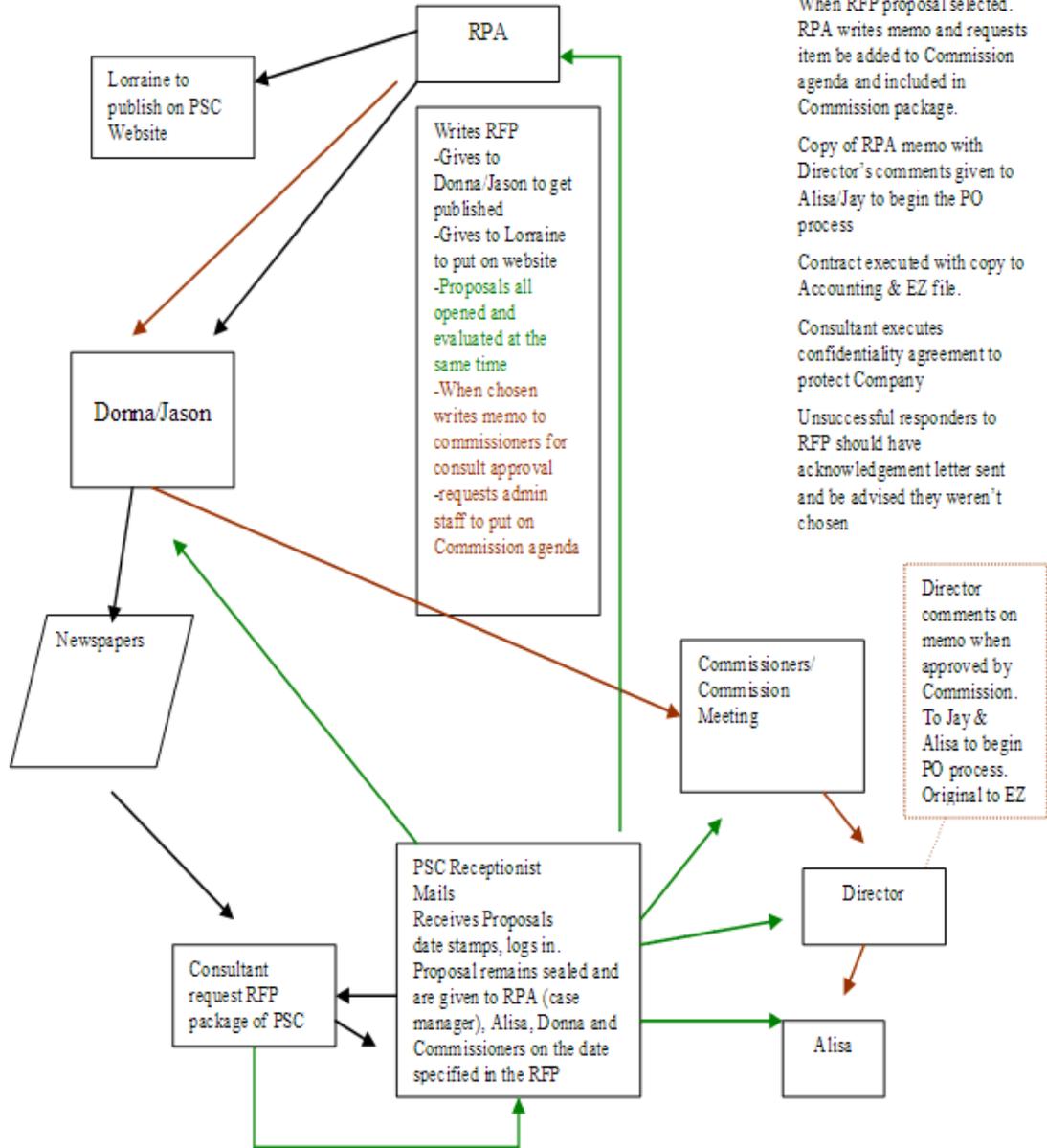
Application Process



Litigation

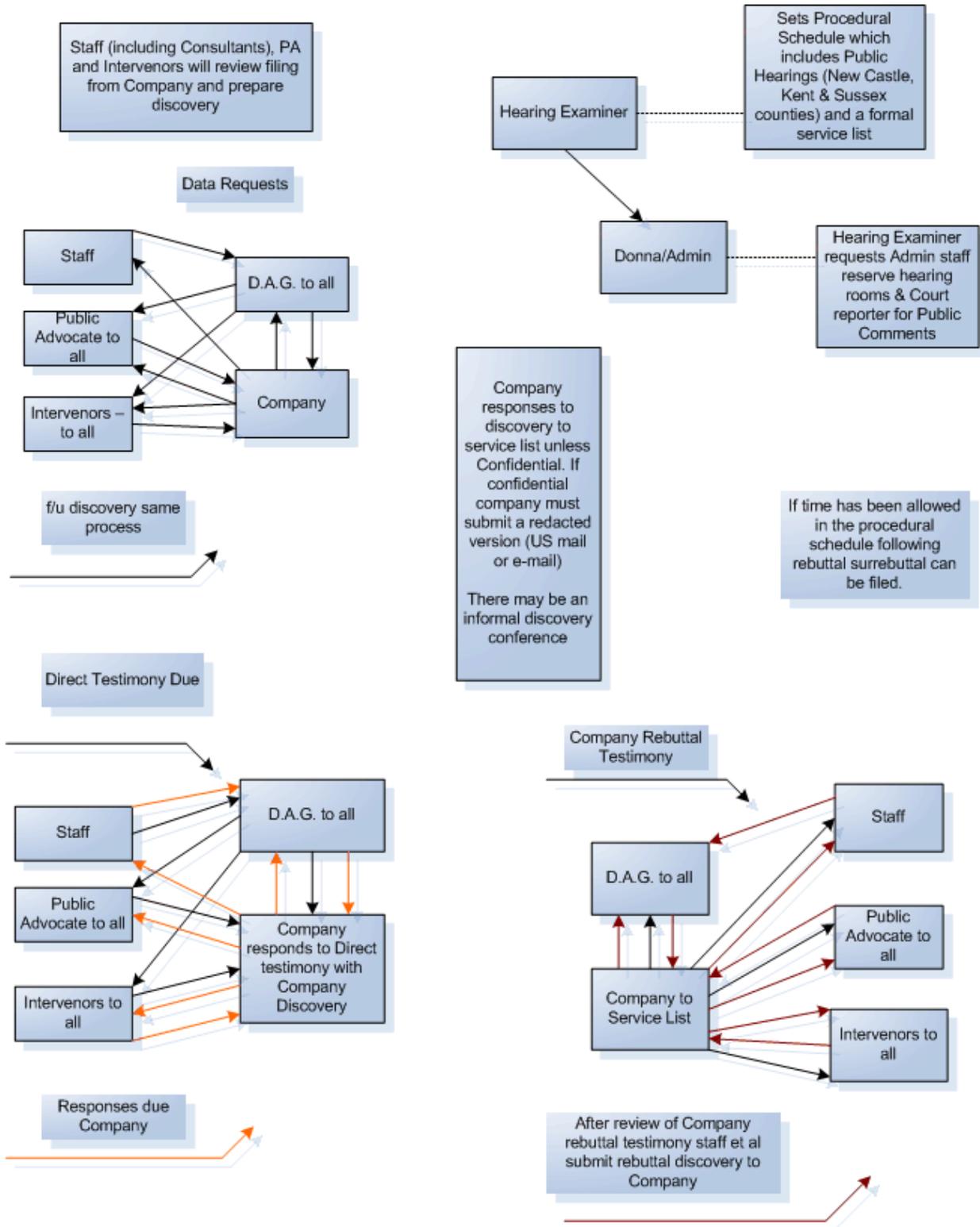


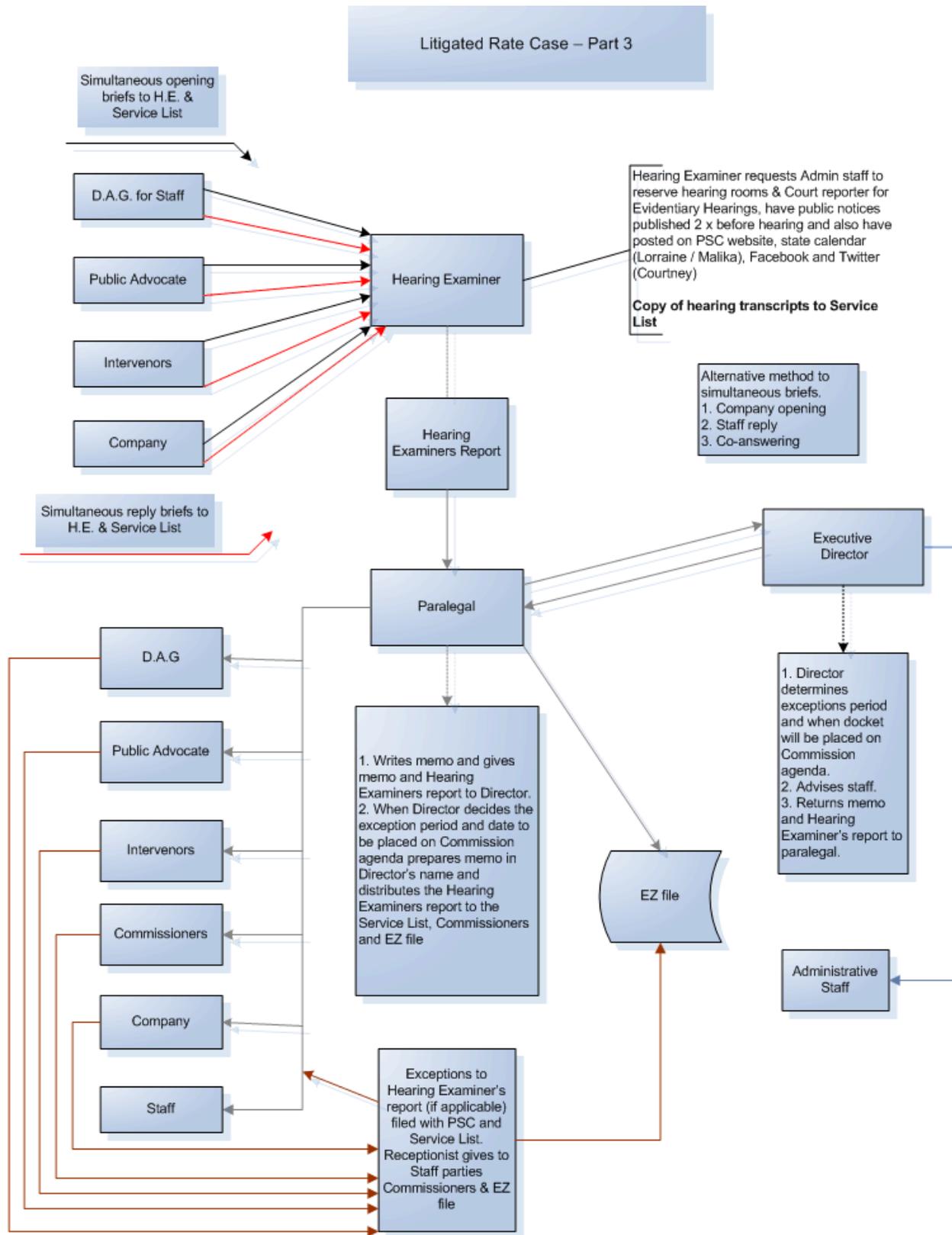
Litigation



Litigation

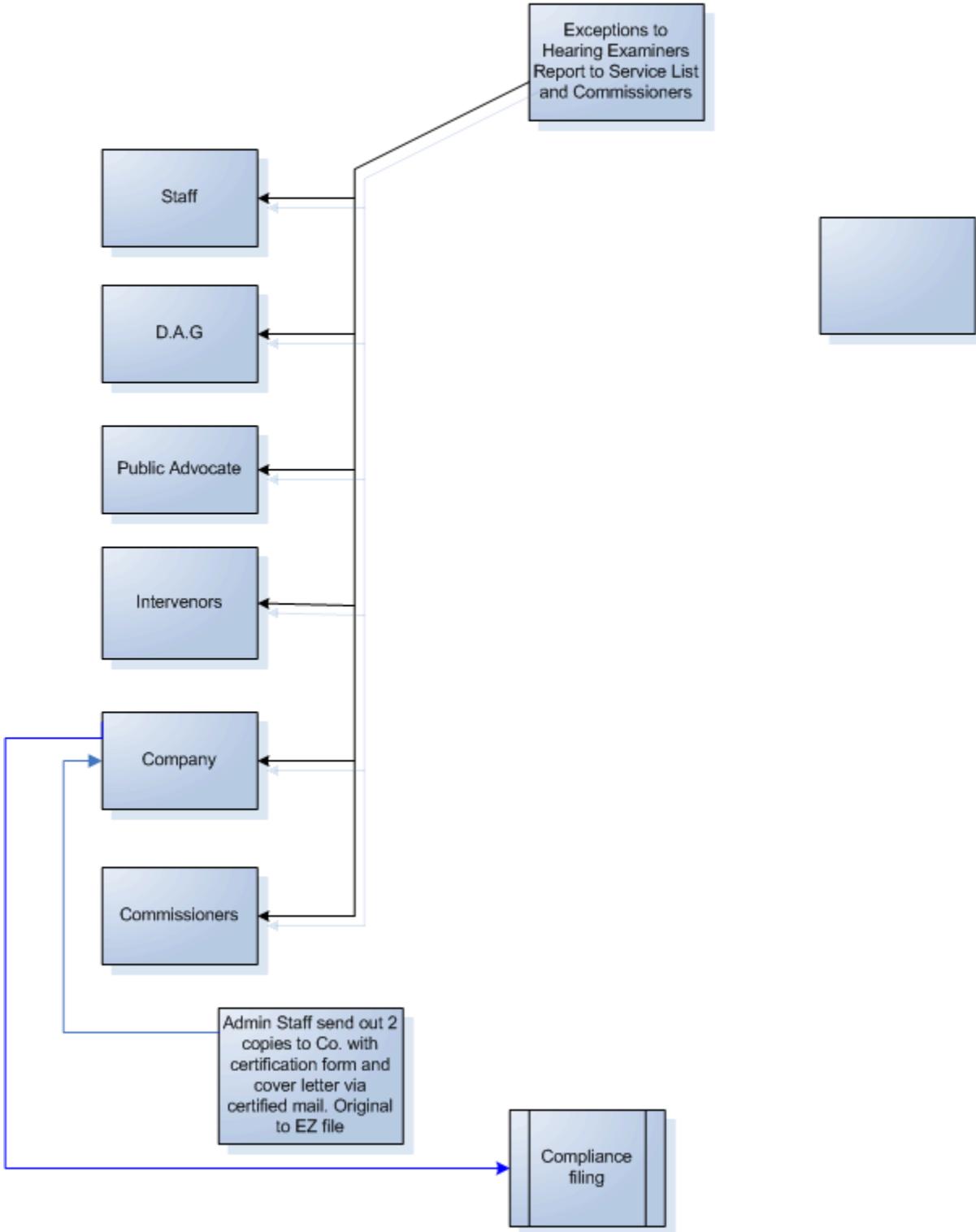
Litigated Rate Case – Part 2 at Close of Intervention





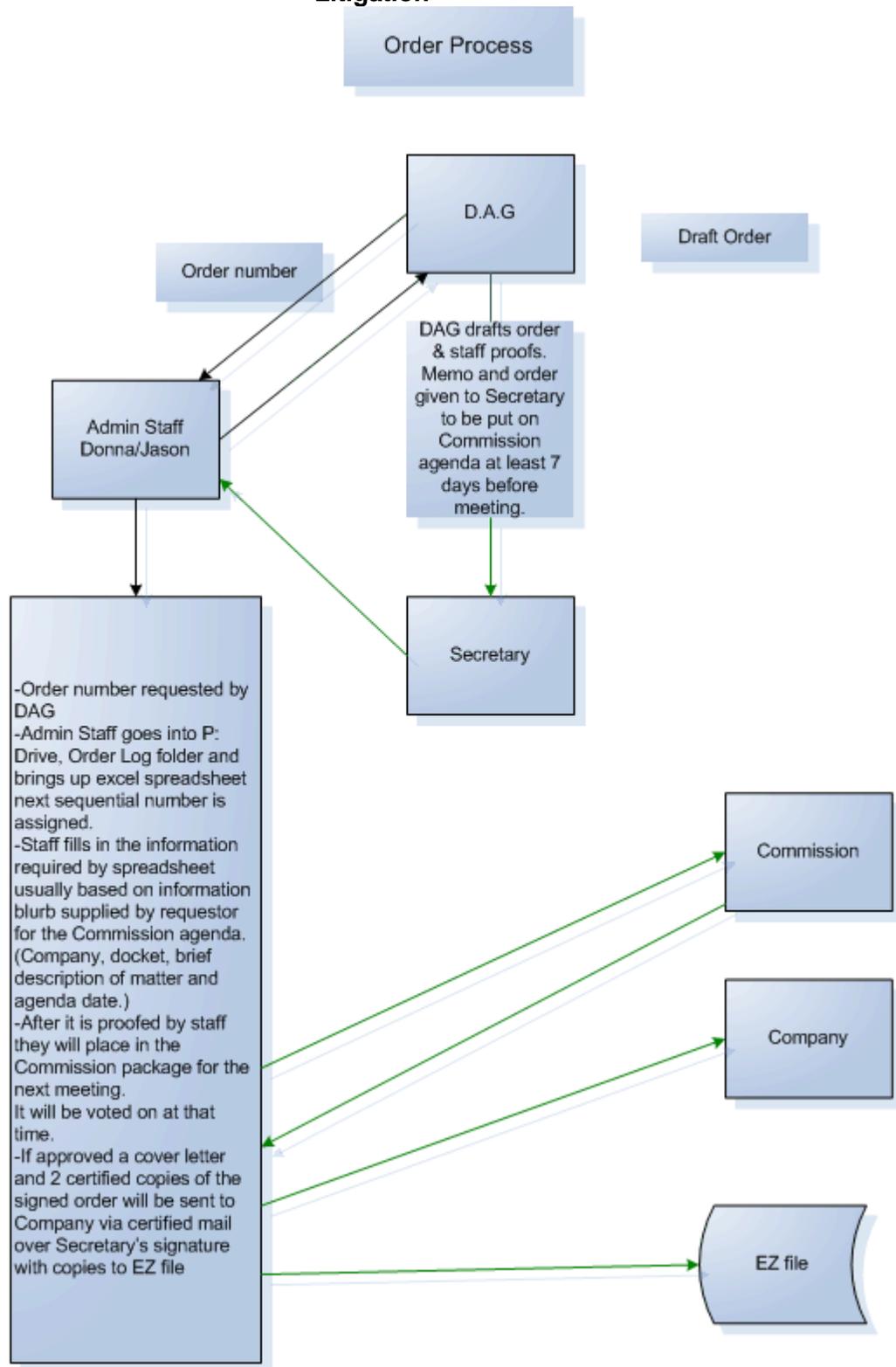
Litigation Litigation

Litigated Rate Case – Part 4 - Closing

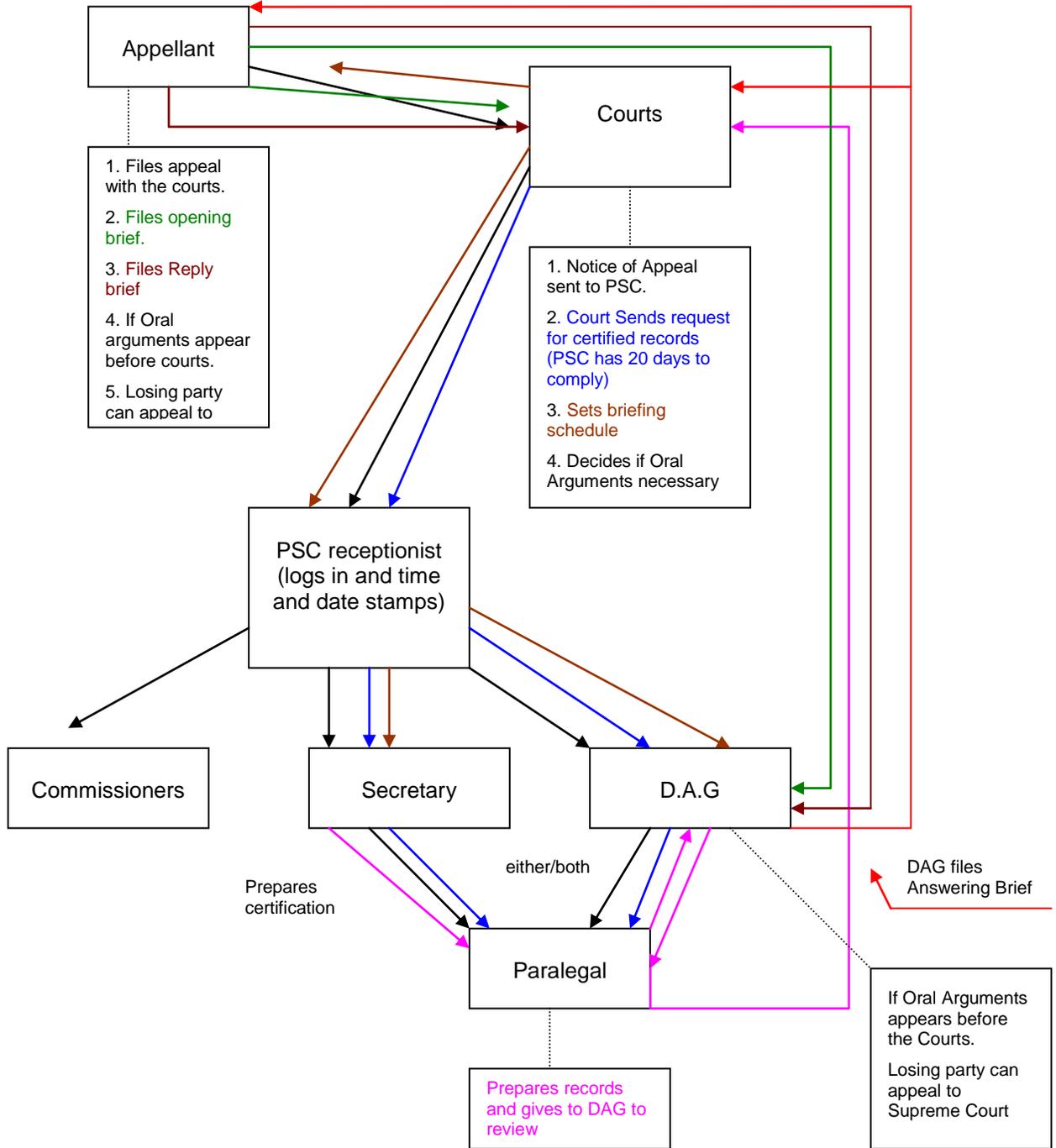


Litigation

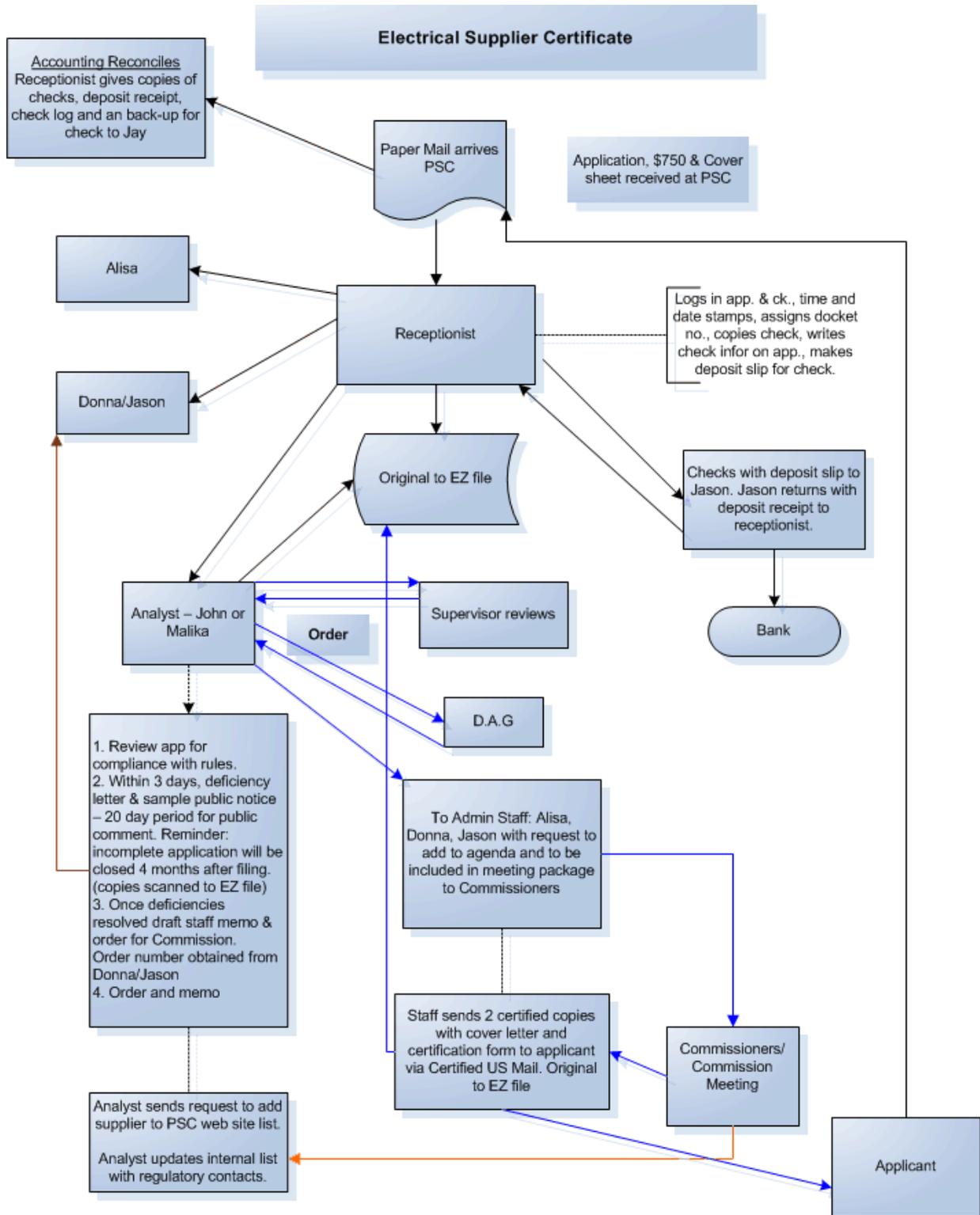
Order



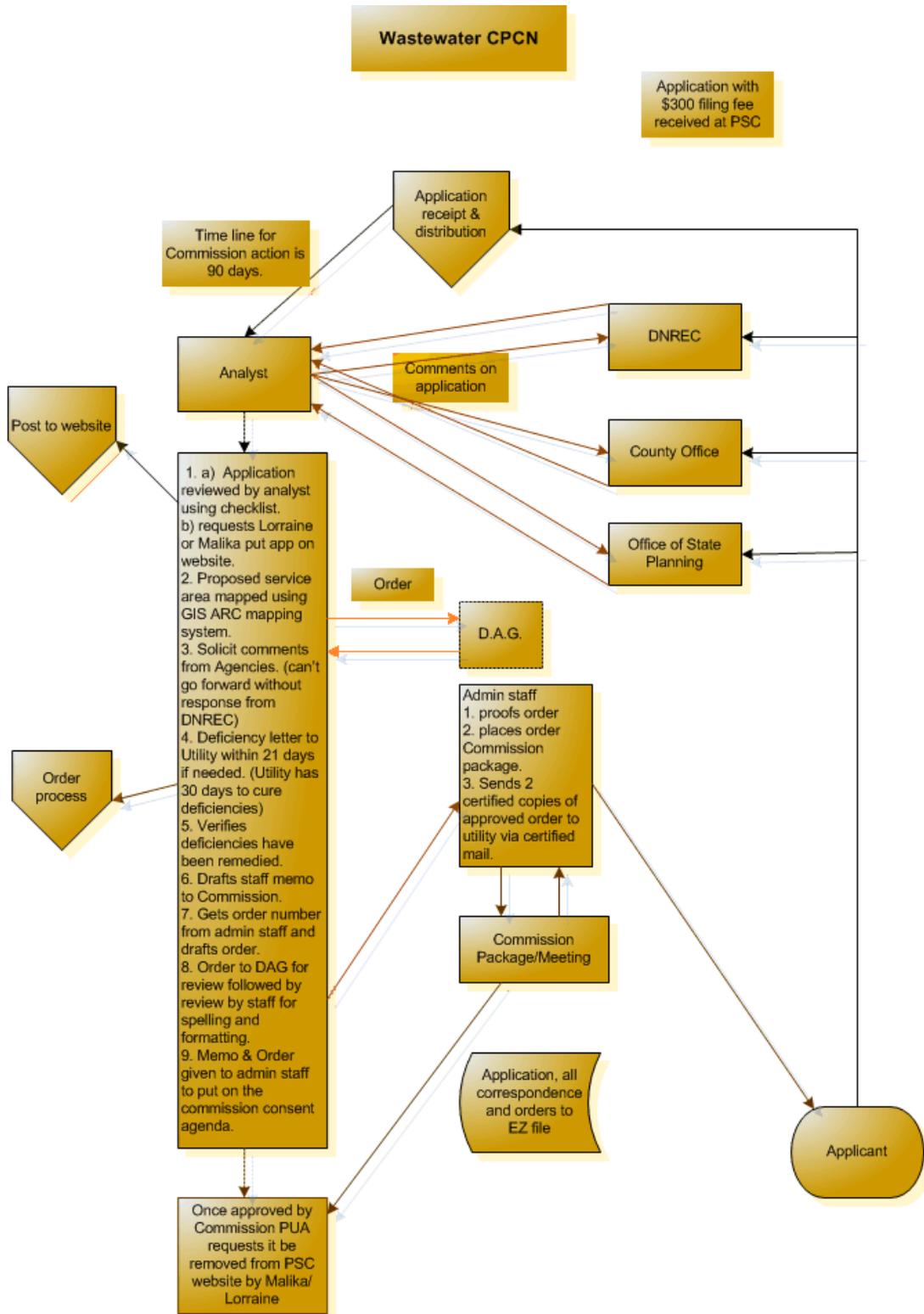
Appeals Workflow



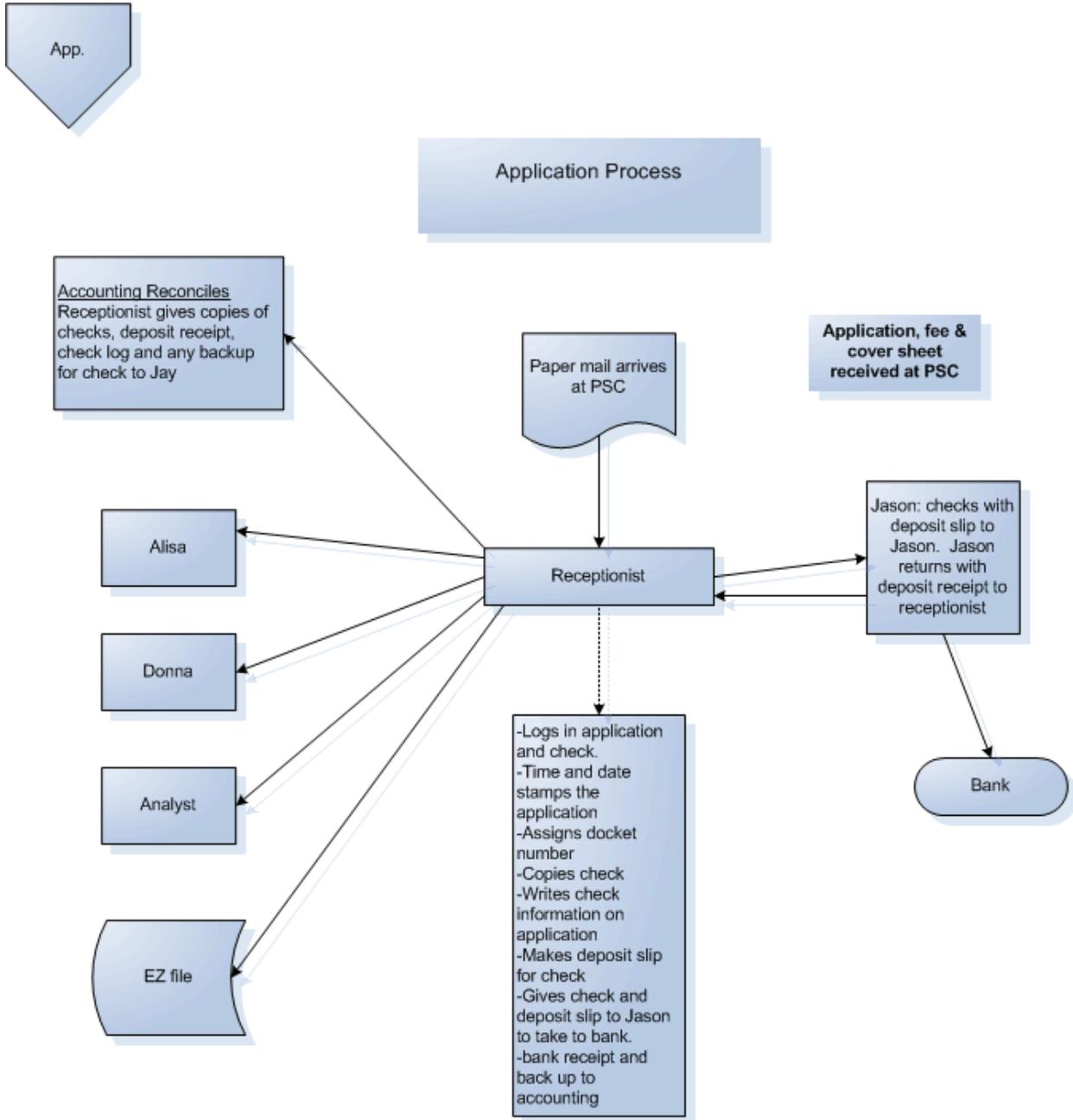
ECS Workflow



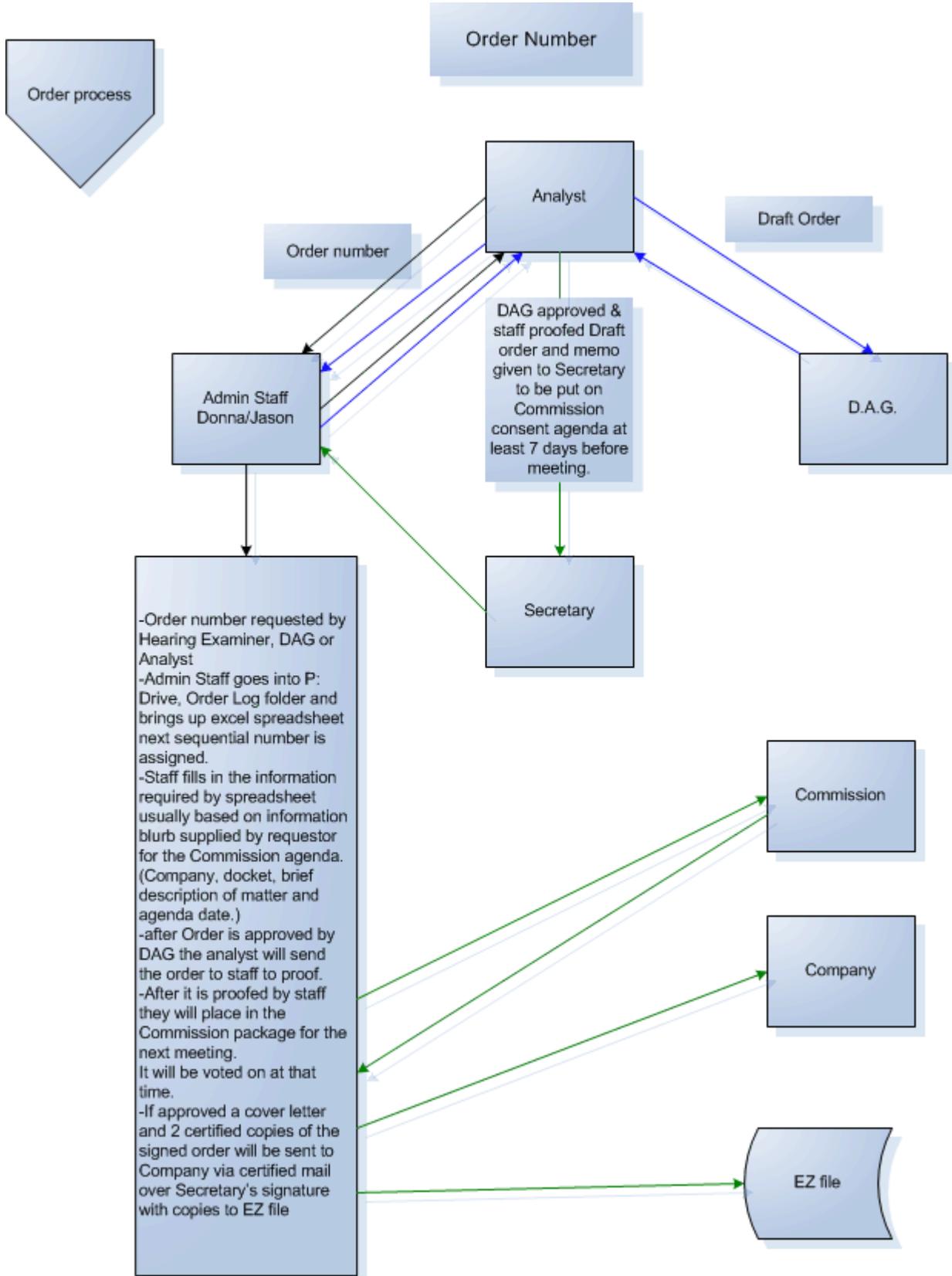
Water CPCN Workflow



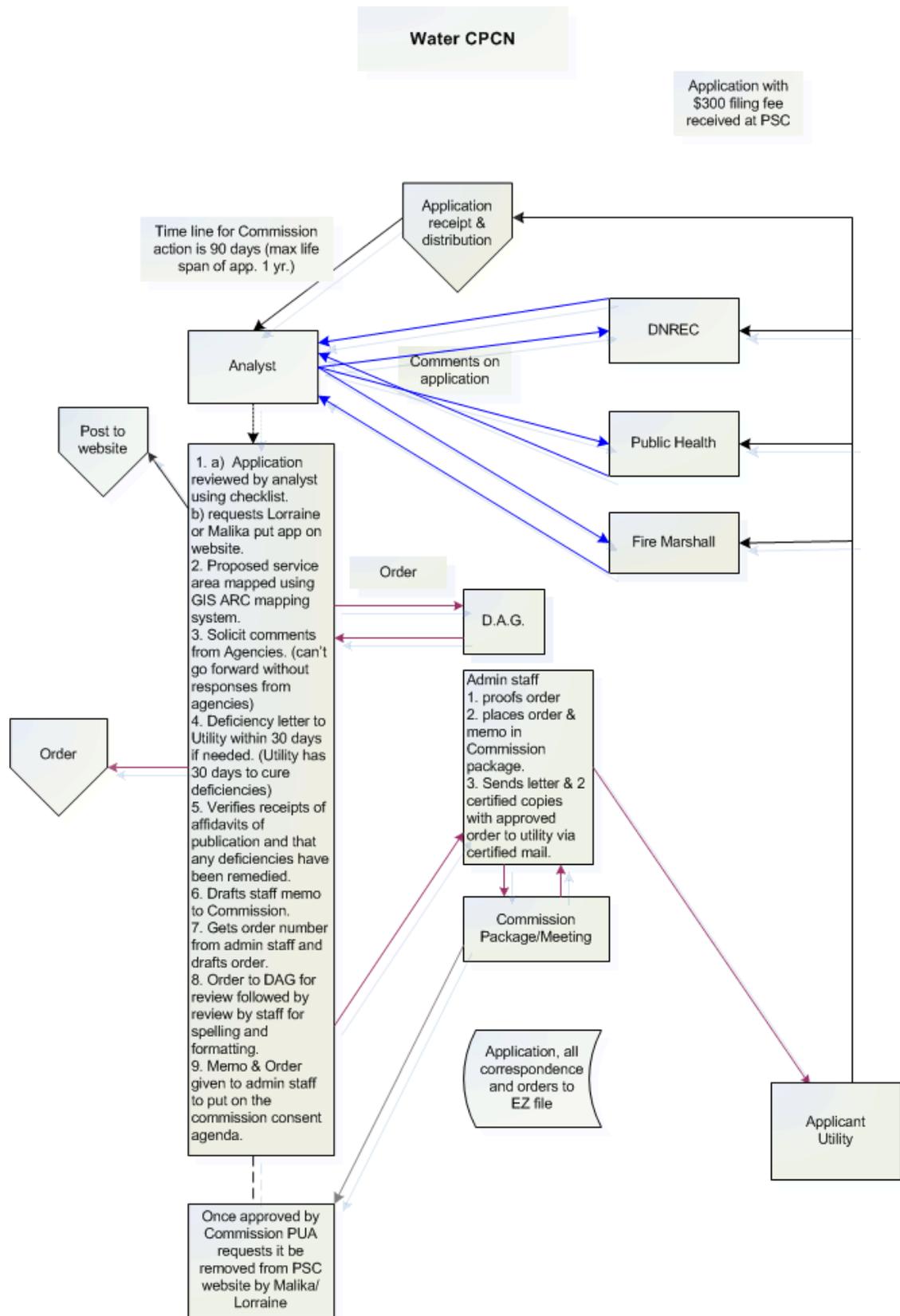
Water CPCN



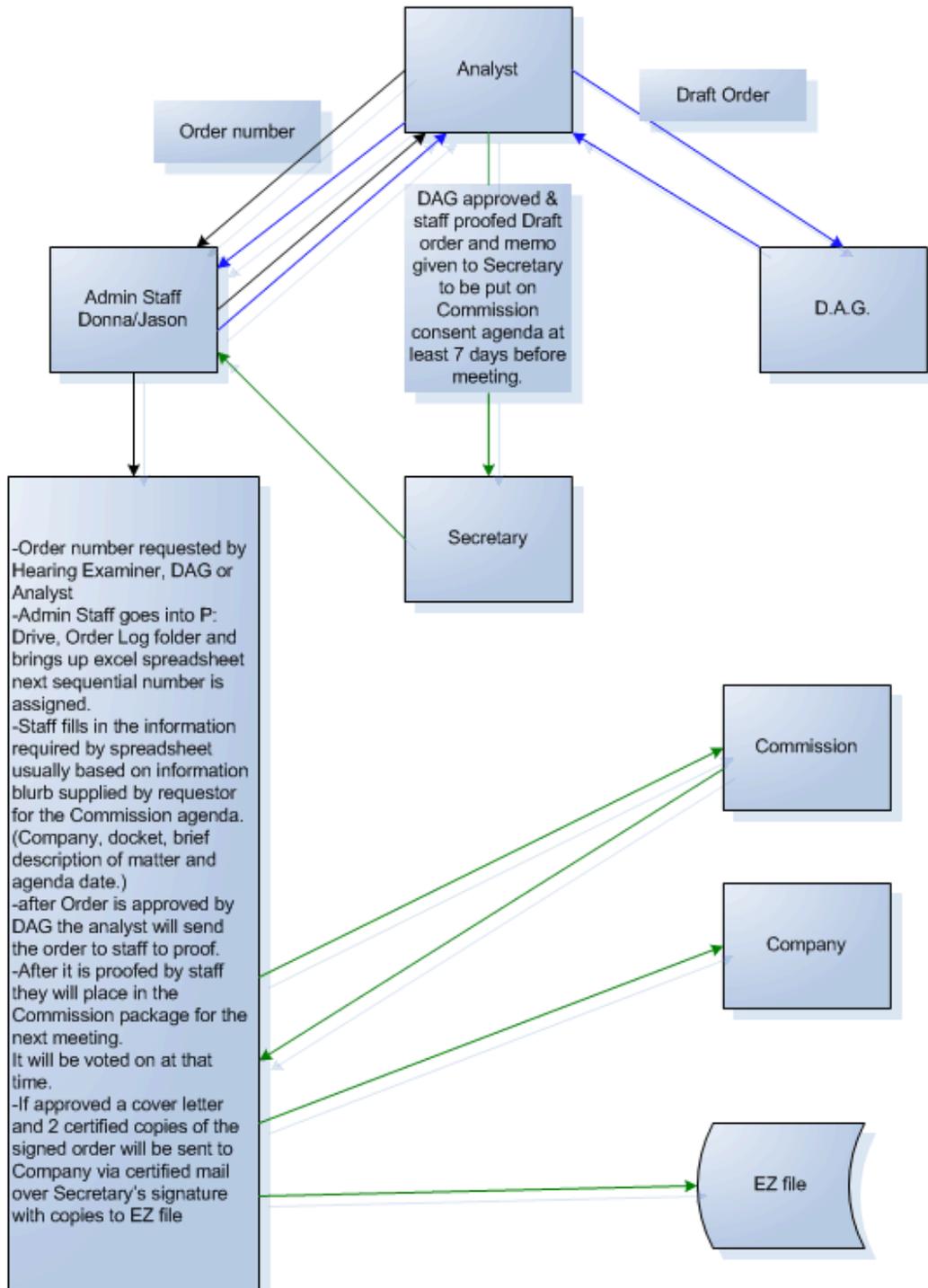
Water CPCN



Water CPCN



Water CPCN



Water CPCN

