



Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT05633-7501
<http://bgs.vermont.gov/purchasing>

[phone] 802-828-2211
[fax] 802-828-2222

SEALED BID
INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL
FOR

Integrated Case Management, Document Management & Electronic Filing System

Expected RFP Schedule Summary:

RFP Published	February 18, 2011
Questions Due	March 4, 2011 3:00 p.m. ET
Answers to Questions Posted	March 15, 2011 3:00 p.m. ET
Optional Bidders Conference	March 22, 2011 10:00 AM ET
Proposal Due (see sections 7 & 8 below for detailed instructions on Proposal Format and submission instructions)	April 15, 2011 3:00 p.m. ET
Finalist Selection / Notification	May 6, 2011
Finalist Demonstrations	May 16 – May 20, 2011
Notification of Award	June 8, 2011 2:00 p.m. ET
Contract Negotiation Period	June 8, 2011 - TBD
Contract Dates	July 1, 2011 – June 30, 2012

LOCATION OF BID OPENING: 10 Baldwin Street, Montpelier Vermont

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK

<http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: John McIntyre
TELEPHONE: (802) 828-2210
E-MAIL: John.McIntyre@state.vt.us
FAX: (802) 828-2222

Table of Contents

1	Overview and General Information.....	7
1.1	Overview.....	7
1.2	Objective of RFP.....	7
1.3	Public Service Board Background and Structure	8
1.4	Department of Public Service Background and Structure	9
1.5	Current Business Environment.....	10
1.5.1	Vermont Public Service Board – Current Business Environment.....	10
1.5.2	Vermont Public Service Board – Current Technology Environment	11
1.5.3	Department of Public Service - Current Business Environment	12
1.5.4	Department of Public Service - Current Technology Environment.....	12
1.6	Single Point of Contact	13
1.7	Questions and Answers	13
1.8	Bidders’ Conference.....	14
1.9	Instructions for Bidders.....	14
1.10	Schedule of Events.....	14
2	Requirements	14
2.1	Costs of Preparation	14
2.2	Quality	15
2.3	Worker’s Compensation; State Contracts Compliance Requirement.....	15
2.4	Invoicing	15
2.5	Cancellation	15
2.6	Method of Award	16
2.6.1	Evaluation Process.....	16
2.7	Demonstration.....	17
2.8	Confidentiality	17
2.9	Contract Terms	17
2.10	Location of Work	18
2.11	Statement of Rights.....	18
2.12	Taxes.....	19
2.13	Order of Precedence	19
2.14	Specification Change	19

2.15	<i>Amendments</i>	19
2.16	<i>Non Collusion</i>	19
2.17	<i>Business Registration</i>	19
2.18	<i>Contract Negotiation</i>	19
2.19	<i>Software License and Maintenance Agreement Requirements</i>	20

3 Specific Bid Requirements..... 20

3.1	<i>Compatibility with State Standards</i>	20
3.2	<i>Interoperability</i>	20
3.3	<i>Web Services & SOA</i>	20
3.4	<i>Compatibility with Existing Technology Environment</i>	21
3.5	<i>State of Vermont Enterprise Considerations</i>	21
3.6	<i>Mandatory Bid Requirements</i>	22
3.7	<i>Vendor Technical Support Services</i>	22
3.8	<i>Documentation</i>	22
3.9	<i>Hardware/Software</i>	22
3.10	<i>Custom Software</i>	22
3.11	<i>Data</i>	22
3.12	<i>Software Licensing</i>	23
3.13	<i>Application and Database Architecture</i>	23
3.14	<i>Required Project Policies, Guidelines and Methodologies</i>	23

4 Functional Requirements 24

4.1	<i>User Interface</i>	24
4.2	<i>Security and Administration</i>	24
4.3	<i>Docket and Matter Management</i>	24
4.4	<i>Document and Records Management</i>	25
4.5	<i>Export and Import</i>	26
4.6	<i>Indexing and Searching</i>	26
4.7	<i>Report Generation</i>	26
4.8	<i>Calendaring, Scheduling, and Docketing</i>	26
4.9	<i>Timekeeping</i>	26
4.10	<i>Electronic Filing</i>	27

4.11	<i>Actions Taken When Electronic Filing is Received</i>	27
4.12	<i>Issuing Electronic Documents</i>	27
4.13	<i>Tracking Capabilities</i>	27
4.14	<i>Web Access</i>	28

5 Scope of Work - Professional Services Requirements 28

5.1	<i>Project Phase 1: Planning and Business Analysis</i>	28
5.1.1	Task 1: Project Kickoff & Planning	28
5.1.2	Task 1 Deliverables:	29
5.1.3	Task 2: Business Analysis and Fit/Gap Assessment	29
5.1.4	Task 2 Deliverables:	30
5.1.5	Phase 1 State Responsibilities	30
5.1.6	Phase 1 Contractor Responsibilities	31
5.2	<i>Project Phase 2: System Installation and Configuration</i>	31
5.2.1	Task 1: System Installation	31
5.2.2	Task 1 Deliverables:	31
5.2.3	Task 2: Basic Configuration	31
5.2.4	Task 2 Deliverables:	32
5.2.5	Task 3: Interface Planning & Development	32
5.2.6	Task 3 Deliverables:	32
5.2.7	Task 4: Conversion Planning	32
5.2.8	Task 4 Deliverables:	32
5.2.9	Task 5: Report Planning	32
5.2.10	Task 5 Deliverables:	32
5.2.11	Task 6: Security Configuration	32
5.2.12	Task 6 Deliverables:	32
5.2.13	Task 7: Custom Document Template Creation	32
5.2.14	Task 7 Deliverables:	33
5.2.15	Task 8: Basic Conversion	33
5.2.16	Task 8: Deliverables	33
5.2.17	Phase 2 State Responsibilities	33
5.2.18	Phase 2 Contractor Responsibilities	33
5.3	<i>Project Phase 3: User Acceptance Testing (UAT)</i>	33
5.3.1	Task 1: UAT Training	33
5.3.2	Task 1 Deliverables:	33
5.3.3	Task 2: User Acceptance Testing	34
5.3.4	Task 2 Deliverables:	34
5.3.5	Phase 3 State Responsibilities	34
5.3.6	Phase 3 Contractor Responsibilities	34
5.4	<i>Project Phase 4: Deployment</i>	34
5.4.1	Task 1: Final Go-live Plan	34
5.4.2	Task 1 Deliverables:	35

5.4.3	Task 2: Conduct End-user Training.....	35
5.4.4	Task 2 Deliverables:.....	35
5.4.5	Task 3: Final UAT	35
5.4.6	Task 3 Deliverables:.....	35
5.4.7	Task 4: Final data conversion	35
5.4.8	Task 4 Deliverables:.....	35
5.4.9	Task 5: Production Deployment	35
5.4.10	Task 5 Deliverables:.....	35
5.4.11	State Responsibilities	35
5.4.12	Contractor Responsibilities	36
5.5	<i>Project Management</i>	36
5.6	<i>Project Scope – Change Management</i>	37
5.7	<i>Contract/Project Change Orders</i>	37
5.8	<i>Staffing</i>	38
6	Cost Proposal	38
6.1	<i>Price Guarantee</i>	38
6.2	<i>Warranty Period</i>	38
6.3	<i>Maintenance Agreement</i>	38
6.4	<i>Performance Measures</i>	38
7	Vendor Response Content and Format	38
7.1	<i>Format</i>	38
7.2	<i>Functional Requirements</i>	39
7.3	<i>Scope of Work and Professional Services Requirements</i>	39
7.4	<i>Product Support and Customer Service</i>	39
7.5	<i>Confidentiality</i>	39
7.6	<i>Exceptions to Terms and Conditions for Technology Contracts</i>	39
7.7	<i>Acknowledgment of Terms</i>	39
7.8	<i>Education and Training</i>	40
7.9	<i>Experience and Qualifications</i>	40
7.10	<i>Financial Requirements</i>	40
7.11	<i>Certificate of Compliance</i>	41
7.12	<i>Workers’ Compensation; State Contracts Compliance Requirement; Self Reporting</i>	41
7.13	<i>Workers’ Compensation; State Contracts Compliance Requirement; Subcontractor Reporting</i>	41

7.14	<i>Offshore Outsourcing Questionnaire</i>	41
8	Submission Instructions and Checklist	41
8.1	<i>Closing Date</i>	41
8.2	<i>Submission Checklist</i>	41
8.3	<i>Sealed Bid Instructions</i>	42
8.4	<i>Delivery Methods:</i>	42
9	Attachments:	42
10	Attachment A: Certificate of Compliance	44
11	Attachment B: Offshore Outsourcing Questionnaire	49
12	Attachment C: Standard State Provisions - For Contracts And Grants	50
13	Attachment D: Commodity Purchases Terms and Conditions	55
14	Attachment E – Public Service Board Business Process Diagrams	58
15	Attachment F –Department of Public Service Business Process Diagrams	80

1 OVERVIEW AND GENERAL INFORMATION

1.1 Overview

The Office of Purchasing & Contracting on behalf of two separate agencies of the State of Vermont, the Public Service Board (Board) and the Department of Public Service (DPS) (collectively the Regulators), is soliciting competitive sealed, fixed-price proposals (Proposals) for a web-based enterprise-capable Commercial Off The Shelf (COTS) integrated electronic filing, case management, and document management system (the Work) from qualified offerors. This solution could be either an installed solution in the State's Enterprise Data Center or Software as a Service (SAAS) or a cloud-based solution.

If a suitable offer is made in response to this Request for Proposal (RFP), the Regulators may enter into a contract (the Contract) to have the selected offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how the Regulators will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

1.2 Objective of RFP

The Regulators have identified the following objectives for the Work:

- The Regulators seek proposals for a software solution with three basic functionalities: document management, case management, and electronic filing, all of which should be fully integrated.
- This should be a web-based solution that could be accessible from any internet connection.
- This solution could be either an installed solution in the State's Enterprise Data Center, Software as a Service (SAAS) or a cloud-based solution.
- If an installed software solution is proposed, it must be an enterprise-capable solution that can be easily scaled across the enterprise and deployed in other state agencies and departments as the need may arise in the future while still maintaining appropriate security and segregation of data between different entities.
- The new system should allow for the management of all documents, including those filed electronically as well as those created by the Regulators, in individual dockets and non-docketed proceedings in a single location. The system should provide the Regulators with the ability to control and limit who is allowed to electronically file different types of documents in individual dockets and non-docketed proceedings.
- The new system should provide the capability to create working files for the Board and the DPS that are completely separate and segregated but which are related to and linked to the filings in individual dockets and non-docketed proceedings.
- The new system should provide staff with a means to track case openings and closings; create routine documents, labels and envelopes using the case matter database; track documents associated with dockets and other matters; and archive information according to State of Vermont criteria. This capability should be available for all documents.
- The new system should provide the staff with reporting capabilities to assist in responding to internal and external queries.

- The new system should assist (1) the Public Service Board Chairman, managers, and team leaders and (2) the Department of Public Service Commissioner, Deputy Commissioner, Directors, team leaders, and program/project managers in assigning, monitoring, and scheduling workloads.
- The system should enable electronic filing of documents by parties to a Board proceeding and documents required to be filed with the DPS (e.g. Annual Reports). Upon filing, the system should be capable of incorporating the filing into the document and case management systems and providing notice to all parties and Board personnel working on the matter of the submission.
- The electronic filing system should enable the Regulators, parties, and the public to access individual filings via the Web once posted to the system. This access should incorporate robust search functionality and also provide security that prevents public access to confidential information.

To meet these goals, the Regulators are soliciting proposals from qualified offerors to provide and implement a fully functional and integrated case management, document management and electronic filing system. The Contractor must supply application software, integration and installation services, data conversion, system and user training, project management, system maintenance, and support to satisfy the functional requirements specified in this RFP.

1.3 Public Service Board Background and Structure

The Public Service Board is a three-member, quasi-judicial Board that supervises the rates, quality of service, and overall financial management of Vermont's public utilities: electric, gas, telecommunications, privately owned water, and wastewater companies. The Board also supervises cable television companies, although federal law preempts most authority to regulate cable rates or programming. The Board also reviews the environmental and economic impacts of proposals to purchase energy supply or build new energy facilities; monitors the safety of hydroelectric dams; evaluates the financial and land use aspects of nuclear plant decommissioning and radioactive waste storage; reviews rates paid to independent power producers; and oversees the statewide Energy Efficiency Utility.

The regulatory process the Board administers often requires public hearings, evidentiary hearings, workshops, rulemakings and other forms of inquiry and investigation to ensure that high-quality service is provided by the utilities at rates that are just and reasonable for both the customer and the utility. For some matters, the process is set out in statute. For others, the Board determines the process.

The Board refers to the most common type of formal proceeding as a "docket." Like in a case before a court, there are formal "parties" to a docket; parties have certain rights and obligations with respect to their participation in the docket. Generally, only parties are allowed to make certain types of filings in a docket, although occasionally the Board will allow a non-party to make such a filing. In addition, any member of the public is always able to file a public comment in any docket.

The Public Service Board is comprised of 27 employees, including 3 Board Members (the Chair and 2 part-time Members); the Clerk of the Board; 7 Administrative Staff; 8 Attorneys and 8 Technical/Financial Staff, who also serve as hearing officers. All employees are housed in the Board's offices at 112 State Street in Montpelier, Vermont.

1.4 Department of Public Service Background and Structure

The Department of Public Service is an agency within the executive branch of Vermont state government that represents the public interest in public utility matters regarding energy, telecommunications, privately owned water, and wastewater by carrying out the following functions:

- Representing the public interest in utility cases before the Public Service Board, federal regulatory agencies, and state and federal courts.
- Providing long range planning for the state's energy and telecommunications needs through the Vermont Electric Plan and the Comprehensive Energy Plan.
- Overseeing and promoting energy efficiency.
- Administering grants and federal energy programs.
- Resolving utility customer complaints.
- Informing the public about utility-related matters.
- Making and administering contracts for the purchase of power on behalf of the state.

As the public's advocate, the DPS is a separate agency from the [Board](#), which serves as the quasi-judicial or decision-making authority in utility regulatory cases.

The Department of Public Service has approximately 50 employees headed by a Commissioner who is appointed by the Governor. The DPS is organized into five divisions:

- The [Public Advocacy](#) and Consumer Affairs Division--represents the public interest in administrative litigation before the Public Service Board and in other forums such as the Federal Energy Regulatory Commission, the Federal Communications Commission, the Nuclear Regulatory Commission, and the courts. The Division is also responsible for the [Consumer Affairs group that](#) assists consumers to reach informal resolution of complaints against regulated utilities, advocates for consumer protection policies and provides public information to assist in making consumers more effective advocates for themselves in utility-related matters.
- The [Telecommunications](#) Division--makes recommendations concerning telecommunications companies' tariff filings, provides technical expertise on telecommunications and cable matters, and provides expert witness services and testimony in telecommunications and cable administrative litigation before the Public Service Board and in other forums such as the Federal Communications Commission and the courts.
- The [Engineering Division](#)-- is comprised of engineers specializing in gas and electric energy production and distribution, and nuclear power, with a focus on safe, reliable and efficient operations. The Division provides expert witness services and testimony in administrative litigation before the Public Service Board and in other forums such as the Federal Energy

Regulatory Commission, the Federal Communications Commission, the Nuclear Regulatory Commission, and the courts.

- The [Planning](#) and Energy Efficiency Division—develops, revises and maintains the state’s plans for energy, conducts economic analysis of utility proposals for the purchase of energy resources and the building of facilities and transmission lines, reviews proposed utility special contracts and integrated resource plans, and supports litigation with technical support and expert witness testimony. The [Energy Efficiency](#) group works to develop policies and programs that increase energy efficiency and the use of renewable energy in Vermont.
- The [Finance, Economics](#) and Business Administration Division—develops and recommends financial and economic policies, reviews and makes recommendations regarding rate and tariff filings, financings, mergers and acquisitions, and special contracts for all utilities, and provides expert witness services and testimony in administrative litigation before the Public Service Board and in other forums such as the Federal Energy Regulatory Commission, the Federal Communications Commission and the courts. The division administers state and federal grants, prepares cost and other financial reports, handles the purchase and re-sale of electricity to Vermont utilities and collects the utility Gross Revenue Tax that funds the operation of the Public Service Board and DPS. The Division is also responsible to provide administrative support for the agency. That includes information systems liaison, budgeting, accounts receivable, accounts payable, payroll, facilities and vehicle management, and human resource liaison.
- [Public Affairs and Legislative Liaison functions are carried out through the office of the Deputy Commissioner.](#)

1.5 Current Business Environment

1.5.1 Vermont Public Service Board – Current Business Environment

Currently the Board does not have an electronic case management system. It uses a WordPerfect table to track the status of pending cases, an Outlook calendar to keep track of hearings and workshops, and various paper-based tracking systems. The Board keeps service lists and docket logs as individual WordPerfect files. Documents issued by the Board are stored on the Board's in-house file server.

Board Orders, hearings, workshops, intervention deadlines and public notices regarding certain permit applications are posted to the Board's website. Members of the public can use a web form to file public comments.

It is increasingly common for parties to provide the Board with electronic copies of their filings via email or on a CD. In the most significant cases (typically only a few per year), the Board creates a webpage for the case and posts all parties' filings to this webpage. All electronic filings remain in the Clerk's official email folders, or on CDs, with copies of the email filings also typically kept in Board staff's email folders.

The Board has documented most of its existing business processes. They are attached in Appendix E.

1.5.2 Vermont Public Service Board – Current Technology Environment

The purpose of this section is to document the current technology environment of the Board. This will include the software, hardware, and infrastructure aspects of the Board's systems, along with any initiatives that are currently under way or have recently been completed. The Board contracts with an independent firm to provide support for workstations and the local area network; the Board does not have in-house computer technical support.

- **Wide Area Network**
The Board's Internet connectivity is provided by the Department of Innovation and Information (DII). The Board has a single location in Montpelier.
- **Local Area Network**
The Board's local area network (LAN) is a Windows based LAN running TCP/IP network protocol connected to a DII distribution layer switch. DII provides and manages the firewall. The network is available from outside by VPN. There are two virtual Windows Server 2003 servers running the network, one acting as print and file server, the other managing McAfee Virus-Scan Enterprise. The virtual servers run on a Dell 1950 server, and reside in an external USB-connected enclosure with a pair of mirrored drives.
- **Database Hardware/Software**
The Board does not maintain any database of its work.
- **Network/Directory Services and E-Mail**
Authentication is through Active Directory. The Board uses the enterprise MS Exchange email system hosted by DII. Desktop mail client is Outlook and OWA is used for external mail access.
- **Desktop Environment**
The department's desktop computers use Wintel-based hardware and operating systems. The Board is standardized on WordPerfect X4 for word processing, though all users also have Microsoft Office 2007 applications installed. All of the desktops contain Pentium 4 (or newer) processors and run Windows XP or Windows 7 as their operating system. All desktop computers are replaced on a revolving cycle.
- **Document Management**
The Board does not have an enterprise Document Management System.
- **Imaging**

The Board does not have an enterprise imaging system but does have imaging capability available on one copier that has scan-to-email or scan-to-file functionality.

1.5.3 Department of Public Service - Current Business Environment

Currently the DPS does not have (a) an electronic case management system, (b) a document management system, or (c) an electronic web-enabled filing process or system. All official documents are filed in hard copy. Unofficially, clients occasionally provide electronic versions that are sent to the DPS as attachments to emails or are sent via delivery service on CDs. The DPS uses the Microsoft Office Suite of applications along with WordPerfect in handling the cases and in tracking the status of pending cases, an Outlook calendar to keep track of hearings and workshops, and various paper-based manual tracking systems. The DPS keeps service lists and docket logs as individual Microsoft Word and WordPerfect files. Electronic documents received from clients and electronic documents issued by the DPS are stored on the State's file servers and occasionally on individual employees' hard drives. Hard copy documents, received from clients, petitioners and others and documents issued by the DPS are filed manually in standard locked and unlocked metal file storage cabinets within the DPS. On a regular basis the hard copy documents are moved from the DPS to storage sites off-premise or are destroyed in accordance with document retention requirements. Some permanent documents are converted to pdf copies and filed on CDs or converted to microfiche while others are retained in their original state.

Generally, no or very little information and actual documents are posted to the DPS's web site.

The DPS has documented most of its business processes. They are attached in Appendix F.

1.5.4 Department of Public Service - Current Technology Environment

The purpose of this section is to document the current technology environment of the DPS for software, hardware, infrastructure and technical support.

- **Software**
The DPS utilizes the standard enterprise array of software products that are administered through the Department of Innovation and Information (DII). The Microsoft suite of products is the predominate software; however, there is little standardization. The DPS continues to use two word processing software applications-- WordPerfect and Microsoft Word that will have to be accommodated within the systems contemplated by this RFP.
- **Desktop Environment**
The department uses desktop and lap top computers with Windows operating systems (Windows XP or Windows 7). All desktop computers are replaced on a revolving cycle.
- **Wide Area Network**

The DPS's Internet connectivity is provided by the DII. The DPS has a single location in Montpelier.

- **Local Area Network**
The DPS's local area network (LAN) is a Windows based LAN running TCP/IP network protocol connected to a DII distribution layer switch. DII provides and manages the firewall and the LAN. The network is accessible from outside by VPN and Citrix. The DPS utilizes DII provided servers for running the network. The DPS LAN operates on enterprise servers, located in the State's enterprise data center.
- **Technical Support**
The DPS has an ongoing SLA with DII for technical support including desktop support, software, hardware and infrastructure.
- **Network/Directory Services and E-Mail**
Authentication is through Active Directory. The DPS uses the enterprise MS Exchange email system hosted by DII. Desktop mail client is Outlook and OWA is used for external mail access.
- **Document Management**
The DPS does not have an enterprise Document Management System. The DPS utilizes a predominately a manual document management process. (File folders, file cabinets).
- **Imaging**
The DPS has an enterprise imaging system that has scan-to-email and scan-to--file functionality.

1.6 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: **John McIntyre**, Purchasing Agent, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. **John McIntyre**, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

E-mail Address: John.McIntyre@state.vt.us

1.7 Questions and Answers

Any bidder requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **March 4, 2011 @3:30PM**. Questions may be e-mailed to john.mcintyre@state.vt.us. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have

these available as soon after the question period ends, contingent on the number and complexity of the questions.

1.8 Bidders' Conference

A pre-proposal bidders' conference has been scheduled for **Friday March 22, 2011 at 10:00 am EST**.

Call in number: [866-628-8620]

PIN: [994153]

While attendance is not mandatory, interested bidders are highly encouraged to participate in this conference call. Interested firms will have the opportunity to submit questions regarding the RFP requirements during the call. A sound recording of the meeting will be distributed upon request. Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP.

1.9 Instructions for Bidders

See sections 7 and 8.

1.10 Schedule of Events

The expected timetable, including the Proposal due Date and other important dates, are set forth below. The name of any Contractor submitting a proposal shall be a matter of public record on the Proposal Due Date.

RFP Published	February 18, 2011
Questions Due	March 4, 2011 3:00 p.m. ET
Answers to Questions Posted	March 15, 2011 3:00 p.m. ET
Optional Bidders Conference	March 22, 2011 10:00 AM ET
Proposal Due (see sections 7 & 8 below for detailed instructions on Proposal Format and submission instructions)	April 15, 2011 3:00 p.m. ET
Finalist Selection / Notification	May 6, 2011
Finalist Demonstrations	May 16 – May 20, 2011
Notification of Award	June 8, 2011 2:00 p.m. ET
Contract Negotiation Period	June 8, 2011 - TBD
Contract Dates	July 1, 2011 – June 30, 2012

2 REQUIREMENTS

2.1 Costs of Preparation

The offeror shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

2.2 Quality

If applicable, all products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

2.3 Worker's Compensation; State Contracts Compliance Requirement

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires that bidders comply with the following provisions and requirements.

(a) (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

The bidder is required to report information on any violations that occurred in the previous 12 months.

(a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

In order for a bidder's response to be considered valid, bidders must complete and submit the following two (2) forms at time of bid:

Self Reporting
Subcontractor Reporting

2.4 Invoicing

All invoices are to be rendered by the Bidder on the Bidder's standard billhead and forwarded to the State Project Manager. Details such as name & address will be determined during negotiations. The bidder's proposal must clearly specify the address for submitting payments. All payments are to be based on State of Vermont's acceptance of agreed to, fixed price deliverables. The State will hold back 10% of each deliverable payment as retainage. Upon completion of all deliverables to the satisfaction of the State, all retainage withheld will be paid to the bidder in full, subject to the terms and conditions of the contract.

2.5 Cancellation

The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the State Project Manager or the Regulators, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract

2.6 Method of Award

Awards will be made in “the best interest of the State of Vermont”. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

2.6.1 Evaluation Process

PHASE I – Determination of Responsiveness

The purpose of this phase of the evaluation is to determine if the proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for completeness, responsiveness to the RFP’s instructions and compliance with the mandatory requirements of the RFP. Proposals which are declared to be “responsive” will be eligible for further consideration.

PHASE II – Evaluation of Proposals

Proposals that are declared responsive (those which successfully pass Phase I above) will be further evaluated by a selection committee. The purpose of this phase is to determine the most technically and functionally complete system that meets the needs of the Regulators, assess the total management and technical capabilities of the firm, and ensure that the bidder has demonstrated the ability to effectively and efficiently perform the responsibilities defined in this RFP.

In consideration of these goals, each proposal will be rated in accordance with the following criteria:

2.6.1.1 Evaluation Criteria

Evaluation Factors	Total Points for This Criterion
<i>Solutions/services offered-</i> Quality, effectiveness, and ease of use of case management and document management systems that include electronic filing	30%
Customer service & support	20%
<i>Experience, qualifications, references-</i> (demonstrating experience with case management and document management software that includes electronic filing)	25%
Cost	20%
Enterprise capability	5%
Compliance with RFP Requirements	Pass/Fail

Financial statements may be requested from finalists as well as telephone interviews conducted. Offeror’s references may be contacted as well.

The State will not consider any prompt-payment-discount terms proposed by the offeror in evaluating cost. The lowest cost proposal will receive the maximum number of points allocated to cost.

2.7 Demonstration

A demonstration will be required for offerors selected as finalists. Provisions may be made to furnish the offeror with any needed test data and a description of desired outputs. After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposals receive the highest scores and are determined to be reasonably susceptible for award will be required to provide an on-site demonstration of their proposed solutions for the evaluation committee and other stakeholders. The State will factor information presented during demonstrations into the evaluation scoring. Offerors will be responsible for all costs associated with providing the demonstration.

The evaluation team will work with the selected vendors to schedule vendor demonstrations. Please note the timeframe referenced in the schedule in section 1.10 above.

2.8 Confidentiality

The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

2.9 Contract Terms

The selected Contractor will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the Contractor's response will be in the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a Contractor is in violation of any portion of the agreement, including an inability by the Contractor to provide the products, support, and/or service offered in their response. The state reserves the right to purchase hardware or software recommended in the Contractor's proposal from any state contract in force.

Contractors planning to submit a bid are advised of the following:

The State of Vermont expects the Contractor and their legal counsel to carefully review and be prepared to be bound by the **Standard State Provisions for Contracts and Grants** outlined in Attachment C. If the Contractor wishes to propose an exception to any Standard State Provisions for Contracts and Grants, it must notify the State of Vermont in its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts

and Grants as outlined in Attachment C of the RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

All contracts are subject to review and approval by the Attorney General and Secretary of Administration. A separate software license and maintenance support agreement will be required for all major software, if any, proposed for this project.

Once awarded, the term of the Contract will be from the award date forward through the term stated in the contract. The Contractor should guarantee its rate offerings, over the term of the contract, and those should be comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the contract, the Contractor agrees to apply those same discounts and offerings to the State of Vermont.

The State of Vermont has no legal authority to indemnify a Contractor and will not consider additional limitations of liability either for the primary contract or any related software agreement that the Contractor wishes the State to sign, and those issues are not negotiable. Contractors who are not able to legally enter into a contract under those conditions should not submit a bid.

2.10 Location of Work

As a general rule, project work will be done in Montpelier, Vt. The bidder will be required to work on-site in such site or sites in Montpelier, Vt. as may be identified by the State where space will be provided, however travel to other State facilities may be needed and the Contractor will be responsible for such travel using their own mode of transportation. Occasional exceptions to this rule may be established by mutual agreement between the Bidder and the State Project Manager. Where applicable, the State will provide a project facility with desks, telephone, LAN connections, and printers. The State will provide desktop PCs and/or laptops for use during the project. If specific laptop computers or other mobile peripheral devices are required by the bidder then the bidder must provide their own equipment and will be given the appropriate support by the State. Bidders will be provided support by the state in setting up any accounts or connections required (i.e. State email system, network connectivity, network printing etc.) and Contractors will have access to State phones for use in project related business calls. The State will not pay bidders cell phone bills.

The successful bidder may be required to complete a non-disclosure agreement.

2.11 Statement of Rights

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Offerors may be asked to give a verbal presentation of their proposal after submission. Failure of Offeror to respond to a request for additional information or clarification could result in rejection of that Offeror's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The

State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2.12 Taxes

Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

2.13 Order of Precedence

The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the Offeror's response and any amendments.

2.14 Specification Change

Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

2.15 Amendments

No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

2.16 Non Collusion

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

2.17 Business Registration

To be awarded a contract by the State of Vermont an offeror must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf>

2.18 Contract Negotiation

Upon completion of the evaluation process, the State may select one or more Service Providers with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State of Vermont. In the event the State is successful in negotiating with the Service Provider, the State will issue a notice

of award. In the event State is not successful in negotiating a contract with a selected Service Provider, the State reserves the option of negotiating with another **Service Provider**.

2.19 Software License and Maintenance Agreement Requirements

The bidder shall provide The Regulators with a Contract or Agreement for any System licenses and maintenance support that is part of the proposed requirements. Failure to provide the license and maintenance agreements as part of the RFP response may result in rejection of the Offeror's proposal.

As already noted, the State of Vermont has no legal authority to indemnify a Contractor, and will not consider additional limitations of liability either for the primary contract or any related software agreement that the Contractor wishes the State to sign, and those issues are not negotiable. Contractors who are not able to legally enter into a contract under those conditions should not submit a bid.

3 SPECIFIC BID REQUIREMENTS

3.1 Compatibility with State Standards

The software must be compatible with state standards and the existing State technology environment. Standards affecting this case management system include, but are not limited to, those found at:

Department of Information and Innovation: Policy Central
http://dii.vermont.gov/Policy_Central

Vermont States Archives and Records Administration: Vermont Standards & Best Practices,
<http://vermont-archives.org/records/standards/vermont.htm>

Examples of applicable state standards include Records Management, Electronic Mail (E-Mail), Indexing/Metadata/Classification; File Formats, Imaging/Microfilm, Information Privacy and Security Compliance, Information Systems and the World Wide Web.

3.2 Interoperability

The solution must be compatible with and conform to at least one of the following information exchange standards such as the National Information Exchange Model (NIEM), the Global Justice XML Data Model (Global JXDM) or the Justice Information Exchange Model (JIEM) so that data can be shared with other systems that support these exchanges.

3.3 Web Services & SOA

The solution should also include web services capabilities that will allow for it to function within a service-oriented architecture (SOA) environment. Services that are available to be exposed and consumed should be outlined in the solution's technical documentation.

3.4 Compatibility with Existing Technology Environment

The software must be able to integrate with the technology environments identified in Section 1.5.1 and Section 1.5.2 and the enterprise data center environment.

Our current enterprise environment primarily utilizes x86 and x86-64 based processing, both physical and virtual deployments as well as numerous shared storage technologies. Operating systems currently supported are several Linux distributions and Microsoft Windows.

3.5 State of Vermont Enterprise Considerations

The State of Vermont has a largely decentralized technology structure with most large Agencies and Departments having their own IT resources. The Department of Information and Innovation (DII) serves as the Enterprise IT shop for the State of Vermont hosting various enterprise applications like email and Microsoft Office SharePoint Server (MOSS). DII includes the Enterprise Project Management Office (EPMO) and the office of the Enterprise Architect/CTO. The Commissioner of DII is the State CIO. DII also manages the State's WAN and all Telecommunications resources.

In early 2010 the Vermont Legislature allocated funding for "Enterprise Case Management" recognizing that several Agencies and Departments had requirements for some kind of case management solution. The legislature charged the CIO and DII with working across State government to seek a multi-agency solution to meet the various case management requirements.

Given that missive, any proposed case management solution also must be "enterprise capable" and will be evaluated, in part, for its ability to serve a broader purpose across the State enterprise. While it may not be possible to find a "one size fits all" solution, we will, to the extent possible, seek solutions with the broadest applicability possible.

Ultimately the State will be looking to establish an enterprise contract and licensing terms that can serve the immediate needs of the Board & DPS, and can also be expanded to any other agencies or departments that could utilize the solution. Part of the enterprise goal is to achieve whatever economies of scale are possible in software license costs, support and maintenance costs, infrastructure costs and combining implementation and training costs across entities where feasible.

Please describe how your system would scale for multiple business units with different missions. For example, if Agency x and Agency y both want to take advantage of automated case management, how would your system handle increasing users while maintaining responsiveness and insuring security, privacy, etc. We have situations where data must not be visible outside of a department, so if they share your system with another department, how do you ensure the data is isolated and protected? Please explain the architecture and the related security model. Additionally, tell us how your system might leverage an MS Office SharePoint Server (MOSS) environment.

We also need to know if your solution has the ability to integrate with external document management systems such as OnBase or Documentum. Please describe what level of integration

is available in your base solution and any experience you have integrating with these specific external document management solutions, including MOSS.

3.6 Mandatory Bid Requirements

Each respondent must demonstrate its ability to successfully implement a solution of this size and scope. See requirements specified under section 7.2 below.

3.7 Vendor Technical Support Services

The offeror must provide a complete description of their standard support offerings for end users and technical staff including; help desk, application and technical support. Provide a copy of the standard service level agreement covering these services if applicable.

3.8 Documentation

Documentation requirements are outlined in section 5 below.

3.9 Hardware/Software

All purchases must be compatible with Statewide and applicable Agency/Department IT architecture policies and standards and be approved in accordance with State bulletins and statutes. The State expects to purchase only software and services under this RFP.

3.10 Custom Software

The State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS product, source-codes, maintenance updates, documentation, training materials, and configuration files, developed under any SOW. Custom software developed for the State shall not be reused, resold, re-licensed, or repurposed by a Contractor without written permission from an authorized representative of the CIO.

Upon the Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, software source codes, and all associated Software Source Code Documentation. For all custom software provided to the State pursuant to contracts awarded as a result of this RFP, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and Software Source Code Documentation to a State-approved escrow agent.

3.11 Data

Data and derived data products (including aggregated, "de-identified", or "randomized" data) collected, manipulated, or directly purchased as part of a SOW shall become the exclusive property of the State. The State is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the terms of agreement or the license.

3.12 Software Licensing

Please describe the licensing options available and describe the advantages of the various options.

We expect to license roughly 80 users between the DPS & the Board.

Licensing options may include:

Named user

Per server

Per work team

Concurrent User

Enterprise (unrestricted)

3.13 Application and Database Architecture

Please describe the application and database architecture of the solution that you are proposing.

3.14 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to insure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. Agency specific confidentiality and privacy policies, such as Health Insurance Portability and Accountability Act (HIPAA) may apply. Other required policies, guidelines and methodologies include, but are not limited to:

The State's Information Technology Policies & Procedures at:

http://dii.vermont.gov/Policy_Central

The State's Record Management Best Practice at:

<http://vermont-archives.org/records/standards/pdf/RecordsManagementBestPractice.pdf>

The State Information Security Best Practice Guideline at:

http://vermont-archives.org/records/standards/pdf/InformationSecurityBestPractice_Eff.20090501.pdf

The State Digital Imaging Guidelines at:

<http://vermont-archives.org/records/standards/pdf/ImagingGuideline2008.pdf>

The State File Formats Best Practice at:

http://vermont-archives.org/records/standards/pdf/FileFormatsBestPractice_Eff.20071201.pdf

The State File Formats Guideline at:

<http://vermont-archives.org/records/standards/pdf/FileFormatsGuideline2008.pdf>

The State Metadata Guideline at:

<http://vermont-archives.org/records/standards/pdf/MetadataGuideline2008.pdf>

4 FUNCTIONAL REQUIREMENTS

The case management, document management, and electronic filing web-enabled software should allow users to manage documents and e-mails, track case progress, and manage complex relationships through a centralized database. The software should allow parties and the public to file documents electronically and access public documents via a web browser. It is important to note the system must be able to segregate public and non-public electronically filed information and provide a very high level of security for non-public data and information.

To help Contractors understand the Regulators' functional and technical requirements, the Regulators have documented most of their current business processes; these are included as Attachments E and F to this RFP. The Regulators expect to make modifications to these processes when the integrated system is implemented to reflect the shift to an electronic, rather than paper-based, operation. The Regulators are also willing to consider modifications to these processes based on Contractors' experience and knowledge of best practices. However, any such modifications must be consistent with Vermont's current recordkeeping and other statutory requirements.

4.1 User Interface

- Ability to access components of the integrated system (case management, document management, and electronic filing system) via a web browser.
- Ability to access from outside Board and State of Vermont networks as well as through mobile devices.

4.2 Security and Administration

- Ability to limit access to dockets, matters, and individual documents, at a minimum, and portions of individual documents, if possible, to authorized users only (perform redaction or remove redaction as required). Ability to add, remove, and change a user's access based on dockets, matters and individual documents.
- Ability for users to define content permission types for the type of tasks that can be performed on their dockets or other matters.
- Ability to recall case or matter deletions (e.g. Undo feature).
- Ability to check for duplicate cases or matters.
- Ability to configure granular levels of security (e.g. groups, department, folder, file, document, sub-document etc.) for all docket and matter types.
- The solution must be able to utilize any LDAP compliant system for user authentication purposes. This would be Active Directory, SUN IDM, Oracle IDM, OpenLDAP, etc.

4.3 Docket and Matter Management

- Ability to securely date stamp the receipt of all incoming documents and filings.
- Ability to manage each docket or other matter in one file location, including contacts, notes, documents, e-mail, transcripts, image files, web/legal research, and other case-related matters.
- Ability to manage all activities and events associated with a case or matter.
- Ability to enable groups to work on dockets and other matters collaboratively.

- Ability to enter multiple pieces of information at any point (e.g. type of case, staff assignments, etc.).
- Ability to create customized views and data entry for the Public Service Board and for the Department of Public Service.
- Ability to allow users to customize views of individual dockets and other matters.
- Ability to create routine documents, labels, and envelopes in WordPerfect and Word using the docket/matter database.
- Ability for end users to create and/or utilize stored document templates for various types of routine document creation.
- Ability to change contact information globally (for example, updating a new address for an attorney who appears in a number of different dockets and other matters).
- Ability to “drag and drop” email items and email attachments directly from Outlook into the Case Management system.
- Ability to automatically generate "ticklers" to provide advance alerts for user-specified categories of upcoming actions, and ability to automatically export the ticklers in any docket or other matter to multiple, specified Outlook calendars (e.g., the ticklers in a particular case involving three staff members would be automatically exported to each of the three staff members' Outlook calendars).
- Ability to track status of pending items in a docket or other matter (e.g., track when specific motions are ruled upon).
- System and rules must be sufficiently flexible and customizable to accommodate non-docket matters (e.g., informal investigations conducted through workshops or paper filings, annual report and tax return filings).

4.4 Document and Records Management

- Ability to track the location of paper files associated with a case or matter.
- Ability to archive information according to State of Vermont criteria.
- Ability to support a variety of document types, including Word, WordPerfect, Excel, PDF, Microsoft Suite, and .ptx files.
- Ability without limitations to perform full-text searches of all documents.
- Ability to link documents containing confidential information with appropriate motion requesting confidential treatment, or Board order granting confidential treatment.
- Ability for Board staff to change link for documents containing confidential information from motion requesting confidential treatment to Board order granting confidential treatment.
- How does your solution handle document destruction? What about Legal holds? If it does neither, do you have a records management component that can be used with your solution, or will the State have to look to a third-party records management system (i.e. OnBase Retention Module, Documentum, Enterprise Vault)?
- Is your solution integrated with any records management systems? Is there a way to index/classify a document when it is created or received?
- Can the system automatically assign indexing and metadata to the record based on contextual information?
- The system should have the ability to integrate with external document management solutions such as Documentum, OnBase, or SharePoint and be configurable on an entity level

basis to utilize those solutions as a document management back end if desired by the deploying agency or department.

4.5 Export and Import

- Ability to easily import or export data, files, and documents using industry-standard formats, including WordPerfect format.
- Ability to integrate and synchronize docket and other matter information with Microsoft Outlook, laptops, and PDAs.
- Ability to import data from .ptx transcript files.
- Ability to produce documents on CD-ROM or other electronic form.
- Ability to merge database fields into WordPerfect, Word, and Excel files.
- Ability to import WordPerfect, Word, and Excel files with names and addresses into the contacts portion of the system.
- Ability to import old orders that are in WordPerfect or PDF format.
- Ability to import current paper index-card catalog of dockets.

4.6 Indexing and Searching

- Ability to perform docket-, staff-, utility/applicant-, or matter-specific searching.
- Ability to perform text and text phrase searching across the entire database.
- Ability to define and use custom search fields based on individual preferences.
- Ability to perform advanced search techniques including, but not limited to, Boolean, wild-card, date-range and text-proximity searches.
- Ability to save frequently used and user-defined searches.
- Ability to search on any and all document metadata elements.

4.7 Report Generation

- Ability to easily create and customize reports, including service lists (of which there may be multiple service lists in a single docket or other matter), metrics reporting and reports of pending and closed dockets and other matters, based on various criteria.
- Ability to save customized reports.
- Ability to generate system-level reports. Such reports may include security, audit trails, archive, case management, and user-related information.

4.8 Calendaring, Scheduling, and Docketing

- Ability to automatically calculate and override statutory and other legal deadlines.
- Ability to include Vermont-specific holidays.
- Ability to create user-defined timetables and templates for scheduling purposes.

4.9 Timekeeping

- Ability to track time or expenses by dockets, matters, utilities/petitioners, and staff members.
- Ability to track time from calendaring, scheduling, docketing, and other event-related activities to dockets and other matters.

4.10 Electronic Filing

- Ability for any user to file documents electronically via a web browser.
- Ability to set permissions so that only parties can file documents in an existing docket or matter.
- Ability to set permissions on a case-by-case basis so that non-parties can file documents in an existing docket or matter.
- Ability to set permissions so that multiple authorized representatives of one party can file documents in an existing docket or matter.
- Ability to require electronic signatures to verify all filings other than public comments.
- Ability for any user to file public comments electronically using a web form, either in an existing case or not linked to any docket or matter.
- Ability to easily support the exchange of data, both incoming and outgoing, via the state's web portal.

4.11 Actions Taken When Electronic Filing is Received

- Ability to send different types of automatic responses when an electronic filing is received, depending on whether the filing is made in a new or existing docket or matter, and whether the filing is a public comment or one made by a party.
- Ability to immediately notify designated Board and DPS administrative staff when an electronic filing is received.
- Ability to create rules that automatically determine which service list for a docket or matter should be notified of a filing (if there are multiple service lists) depending on the type of filing (desired but not required feature).
- If filing is made by a party in an existing docket or matter, ability to automatically notify appropriate service list and Board and DPS staff assigned to that docket or matter when the filing is received, without requiring intervention by Board and DPS administrative staff.
- If public comments are made in an existing docket or matter, ability to group public comments and send one notification per day to appropriate service list or lists and Board and DPS staff assigned to that docket or matter.

4.12 Issuing Electronic Documents

- Ability to incorporate electronic signatures into documents issued by the Board or the DPS.
- Ability to immediately notify all parties and/or interested persons to a docket or matter when a Board order or other Board or DPS document is issued.
- Ability to keep track of whether a party has received a newly-issued Board or DPS document; if this is not possible, ability to keep track of whether a party has opened a notification that the Board or DPS has issued a new document.

4.13 Tracking Capabilities

- Ability to track whether a filing in a new docket or matter is complete.
- Ability to keep track of when paper copies of documents must be sent to a party because a user is not able to receive electronic documents.

4.14 Web Access

- Ability for any user to see all public documents in the integrated system via a web browser.
- Ability to set permissions so individuals can see those confidential documents in a docket or matter for which they have authorization.
- Ability to search the integrated system by docket number, name of party that filed the document, document type, keyword, date, or any combination thereof.
- Ability for any user to see basic information about a docket or matter, including the docket or matter's calendar, service list, parties' non-confidential filings, and documents issued by the Board and the DPS.
- Ability for any user to see a general Board calendar with all hearings, workshops, and intervention deadlines.
- Ability for any user to see a list of pending Board dockets and matters.
- Ability for any user to see a list of new Board dockets and matters.
- Ability for any user to see a list of recent Board orders and DPS guidance letters.

5 SCOPE OF WORK - PROFESSIONAL SERVICES REQUIREMENTS

The State has outlined the following Scope of Work which includes the specific deliverables we expect to receive from the selected Contractor. If the Contractor has a different methodology for implementation that covers essentially the same deliverables, it is free to propose its own methodology so long as the required deliverables outlined below (at a minimum) are incorporated into the proposal. The State's proposed work effort for this project is divided into four major phases:

- Project Planning and Business Analysis Phase
- Installation and Configuration Phase
- User Acceptance Testing
- Deployment

5.1 Project Phase 1: Planning and Business Analysis

5.1.1 Task 1: Project Kickoff & Planning

Contractor will work collaboratively with the State's project team and project sponsors to schedule and conduct project kickoff meeting work sessions to:

- Develop the project management plan which will establish and communicate the overall project organization and governance, project management control processes and serve as the guiding document for managing the project.
- Determine the critical success factors to successfully complete the project, review all project deliverables and confirm initial project scope.
- Identify project team roles and responsibilities, resource requirements; discuss and confirm project implementation strategy (conversion, configuration, reporting, testing, training, change management).
- Develop Project Charter.

- Build initial project work plan/schedule with preliminary dates for key project milestones and estimated resource requirements.
- Identify initial project risk factors and develop risk management plan.
- Develop communication plan and schedule for project team meetings.
- Define project status reporting requirements, processes and schedule.
- Conduct sessions to discuss enterprise system design considerations and produce high level design document.

Contractor will utilize the outputs from the various meetings to build the deliverables for Task 1. The State will provide Contractor with copies of our standard templates for all required documentation or Contractor will use templates/forms that are mutually agreed upon between the State and Contractor.

5.1.2 Task 1 Deliverables:

1. Project Management Plan (PMP)
2. Project Organization & Governance
3. Project team member Roles and Responsibilities
4. Resource Plan
5. Communications Plan
6. Quality Management Plan
7. Risk Management Plan
8. Change Management Plan
9. Deliverable Acceptance Plan
10. Preliminary Project Schedule
11. Project Scope Management Plan
12. Project Charter
13. Project scope statement (Initial)
14. Project Work Plan (initial)
15. Microsoft Project (MPP file) plan file
16. High Level Enterprise System Design Document

5.1.3 Task 2: Business Analysis and Fit/Gap Assessment

- The Contractor will work collaboratively with the State project team and other stakeholders to schedule and conduct business analysis discovery work sessions. The goal of these sessions will be for the Contractor to obtain a clear understanding of the Regulators' current state business processes. Contractor will review all documentation provided by the Regulators outlining their current state business process. Contractor will develop a functional business requirements document.
- Contractor will facilitate Fit/Gap analysis sessions with State stakeholders. Contractor will compare documented functional requirements against features and workflow available within the Contractor's proposed software solution. Contractor will identify how existing business processes will fit within the system workflow and how the system will be configured to accommodate current state processes. Contractor will develop a fit/gap analysis document which will define business processes that do not fit within their solution

workflow. Contractor will define approaches and/or solutions to address any gaps between the current state business processes and its system workflow.

- Contractor will work with the State to define interface requirements such as with the Regulator's websites, the enterprise email system and/or other document management systems as may be required.
- Contractor will work with the State to review any existing data sources that can be programmatically converted into the new system. Contractor will create conversion mapping documents and gain agreement as to how data will be mapped into the new system.
- Contractor will work with the State to develop user reporting requirements and plan to implement and/or build the required reports.
- Contractor will work with the State to develop a detailed system testing and acceptance testing plan.
- Contractor will work with the State to develop a detailed training plan for both system administrators and end users.
- Contractor will work with State to develop detailed requirements for an enterprise system design including production, test and development environments. Contractor will produce a detailed system design document which will be used by the state to build the enterprise system.

Outputs from Task 1 and Task 2 activities will be used to develop the detailed Project Work Plan which will include such things as:

System installation and verification plan
System configuration plan
Detailed acceptance testing plan
Comprehensive training plan
End user training plan

5.1.4 Task 2 Deliverables:

- Business Requirements Document
- Fit/Gap Analysis Document
- Change orders or Proposals for enhancements or modifications to accommodate any gaps
- Detailed Project Work Plan
- Detailed System Design Document

5.1.5 Phase 1 State Responsibilities

1. Provide all available documentation which outlines the Regulators' current state business processes including automated and manual systems.
2. Provide Contractor with any additional clarification and description of required system features and implementation considerations that are not covered above.
3. Clarify, at the Contractor's request, the Regulators' policies, regulations and procedures.

5.1.6 Phase 1 Contractor Responsibilities

1. Become familiar with the Regulators' current state business process and systems.
2. Conduct and document a detailed analysis of the Regulators' current state business processes and functional system requirements.
3. Develop a specification report detailing the conversion and/or configuration plan for all automated and manual systems including data mapping documents.
4. Develop the detailed project work plan (in Microsoft Project 2007) by project phase. Each task will show duration and level of effort for Contractor and/or State project team members. Each project deliverable will be outlined in the plan with appropriate detail. Project Plan will include key project milestones and phase gate reviews at the conclusion of each phase. The Microsoft Project Plan may be supplemented by MS Word documents as needed for textual explanations of work to be performed.
5. Contractor will provide its schedule of expected on-site support provided by Contractor staff for each phase of the project.
6. Finalize comprehensive training plan.
7. Outline plan for integration with the Regulators' websites.

Phase Gate Review Milestone:

- State to sign off on all deliverables from this phase. Contractor and State assess readiness to proceed with next phase.
- The Regulators will approve/disapprove the phase completion recommendation of the project team before the project will proceed to the next phase.

5.2 Project Phase 2: System Installation and Configuration

The installation phase will involve the installation and verification of the Contractor's software solution into the Enterprise Data Center. Configuration planning sessions will be facilitated by the Contractor in order to determine configuration of the system based upon the requirements gathered and agreed to earlier. This phase will also include; interface planning and development; conversion planning; testing planning; training planning; reporting planning and implementation; system security configuration; custom document template creation and basic conversion of data for testing.

5.2.1 Task 1: System Installation

- Contractor will work with the State to install its system into the State's Enterprise Data Center according to the detail design and verify its base configuration.

5.2.2 Task 1 Deliverables:

- Deployment of the Contractor application in the test/development environment.

5.2.3 Task 2: Basic Configuration

- Contractor will conduct configuration planning sessions to define how the system will be configured to meet State's requirements. Contractor assists State in basic configuration of system.

5.2.4 Task 2 Deliverables:

- Basic configuration of the system is complete.

5.2.5 Task 3: Interface Planning & Development

- Contractor creates detailed plans and test scripts are created for the interfaces identified and refined during the business analysis and fit/gap processes.
- Contractor designs, develops and implements required interfaces.

5.2.6 Task 3 Deliverables:

- Contractor builds Interface Plan.
- Interfaces to all required State of Vermont, Board and DPS systems are designed, developed and implemented by Contractor.

5.2.7 Task 4: Conversion Planning

- Automated and Manual data conversion sources and any additional data sources identified during the business analysis and fit/gap processes, data mapping, customer data cleanup process and data testing requirements determined. The conversion approach and schedule are developed into a comprehensive plan.

5.2.8 Task 4 Deliverables:

- Contractor builds Conversion Plan.
- Data mapping signoff by State.
- Contractor develops data conversion scripts for agreed data sources.

5.2.9 Task 5: Report Planning

- Detailed reporting analysis and test scripts are developed to define the standard reports to be used and any additional reports identified during the Fit/Gap process.

5.2.10 Task 5 Deliverables:

- Contractor builds Report Plan.

5.2.11 Task 6: Security Configuration

- Contractor holds planning sessions to identify State security requirements and configures system security per requirements.
- State signs off on security requirements and configuration plan.

5.2.12 Task 6 Deliverables:

- Contractor works with the State to configure security per requirements.

5.2.13 Task 7: Custom Document Template Creation

- Contractor holds planning sessions to identify State requirements for custom document templates to be used with the system.
- Contractor works with State to develop custom document templates.

5.2.14 Task 7 Deliverables:

- Custom Document templates are completed.

5.2.15 Task 8: Basic Conversion

- Contractor runs conversion load scripts to convert data into development/test environment from agreed data sources.
- Contractor and State perform data conversion testing/validation to ensure data has converted correctly.
- Contractor and State perform basic system testing to ensure system is functioning as designed with the newly converted data.
- Converted data is cleansed and validated by the State.

5.2.16 Task 8: Deliverables

- Basic data conversion is complete.
- State signoff on basic conversion.

5.2.17 Phase 2 State Responsibilities

1. Provide sufficient and appropriate test data and file layouts of existing data files.
2. Review system test results and recommend either acceptance or modifications and retest.

5.2.18 Phase 2 Contractor Responsibilities

1. Validate the installation of the system.
2. Perform all required system enhancements and modifications.
3. Perform system tests to ensure that all required features are functioning properly after installation, configuration and conversion.

Phase Gate Review Milestone:

- State to sign off on all deliverables from this phase. Contractor and State assess readiness to proceed with next phase.
- The Regulators will approve/disapprove the phase completion recommendation of the project team before the project will proceed to the next phase.

5.3 Project Phase 3: User Acceptance Testing (UAT)

The Acceptance Testing Phase includes individual and end-to-end systems tests according to the agreed to test plan. It also includes training of Board and DPS end-users who will perform UAT.

5.3.1 Task 1: UAT Training

- Contractor will provide end-user training to the testing team in preparation for testing.

5.3.2 Task 1 Deliverables:

- Contractor provides end-user documentation and training materials along with delivering training sessions as required to facilitate effective UAT.

5.3.3 Task 2: User Acceptance Testing

- State users execute agreed to test scripts according to the test plan.

5.3.4 Task 2 Deliverables:

- Contractor incorporates completed user test script forms into a comprehensive UAT results document.
- State approves results of UAT.

5.3.5 Phase 3 State Responsibilities

1. Execute UAT test scripts according to test plan.
2. Validate testing results.
3. Inform Contractor of any problems.
4. Approve results of acceptance testing.

5.3.6 Phase 3 Contractor Responsibilities

1. Document test results into UAT results document.
2. Correct any problems found during acceptance testing.
3. Finalize systems and user documentation.

Phase Gate Review Milestone:

- State to sign off on all deliverables from this phase. Contractor and State assess readiness to proceed with next phase.
- The Regulators will approve/disapprove the phase completion recommendation of the project team before the project will proceed to the next phase.

5.4 Project Phase 4: Deployment

The final Stage of the project is the migration from development/test to production. At the beginning of this stage, final checkpoints exist to review all areas of the organization (such as, facilities, end users, support model, security and controls, and sites) for readiness. Once this has transpired, Contractor will develop a plan to guide remaining activities necessary for production deployment.

Once all tasks in the cutover timeline have been completed, but prior to commencement of normal production business transactions, or “Go Live,” end-user training will transpire and the system will undergo one final User Acceptance test to ensure that it is functioning as expected. This final test will be conducted by the Contractor and State project team and will consist of running a random sample of transactions through the system to verify that all transactions have completed correctly. This test will be executed in a non-production environment that has been copied from the actual production database.

5.4.1 Task 1: Final Go-live Plan

- Contractor will work with State to develop the detailed schedule of events that must occur to prepare the system and the business units for production use.

- 5.4.2 Task 1 Deliverables:
- Contractor develops go-live plan.
 - State stakeholder sign off on go-live plan.
- 5.4.3 Task 2: Conduct End-user Training
- Contractor will deliver end-user training.
- 5.4.4 Task 2 Deliverables:
- End-user training.
 - End-user training documents.
- 5.4.5 Task 3: Final UAT
- Contractor and State will perform final UAT.
 - Conduct Go/No Go assessment.
- 5.4.6 Task 3 Deliverables:
- Final UAT Report.
 - State UAT acceptance.
- 5.4.7 Task 4: Final data conversion
- Contractor will perform final data conversion before go-live.
 - State and Contractor will validate results of conversion.
- 5.4.8 Task 4 Deliverables:
- Final data conversion.
 - Conversion validation.
- 5.4.9 Task 5: Production Deployment
- Contractor and State perform final readiness assessment in preparation for go-live.
 - State accepts final UAT and conversion results in preparation for go-live.
 - State will approve/disapprove readiness assessment recommendation before production use will commence.
 - Contractor configures production environment.
- 5.4.10 Task 5 Deliverables:
- Signed UAT acceptance document by State.
 - Production deployment
- 5.4.11 State Responsibilities
1. Perform Final UAT with Contractor.
 2. Coordinate and monitor all production deployment activities.
 3. Coordinate and monitor conversion activities.
 4. Validate and correct, as necessary, converted data.

5. Provide staff time for orientation and training of the Regulators' management, hearing officers, and administrative personnel.

5.4.12 Contractor Responsibilities

1. Ensure that all data, programs and files are successfully installed and operational on the new system.
2. Convert data from old system to new system.
3. Manage the cutover process to ensure that there is no break in service between operating on the old systems and the new system.
4. Correct any problems identified during the conversion effort.

5.5 Project Management

The Contractor shall follow project management methodologies that are consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide. Contractor's staff and subcontractors are to follow a consistent methodology for all SOW activities. The Project Management plan from Phase 1, Task 1 will outline the specific processes by which the project shall be managed.

The Contractor will provide a project manager ("PM") and his/her effort will incorporate all the tasks necessary to oversee the project. These tasks include updating Project Plans, assigning staff, scheduling meetings, reviewing status reports, addressing project issues and change orders, and preparing presentations for upper management.

The Contractor shall be responsible to the State's Project Manager and the Regulators. The Contractor's Project Manager has overall responsibility for the project deliverables, schedule, and successful implementation of the software as planned and all activities of Contractor's resources. The Contractor PM and the State PM will work cooperatively to ensure State project team activities and objectives are planned and performed according to the project plan schedule in place. The State PM is responsible to oversee the Contractor's adherence to contract provisions and the agreed-to project plan, and to ensure appropriate resources are allocated within the State to accomplish the agreed-to objectives. The State PM will be responsible to engage the project executive sponsors as required in the event of any problems or issues needing their intervention.

The Contractor's Project Manager shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Work Plan. Progress will be monitored, and approach adjusted as necessary in Project Status Meetings. The Project Work Plan (for both State and Contractor tasks) shall be updated by the Contractor, agreed upon and reports printed for each Status Meeting.

The Contractor's Project Manager shall work closely with the State's Project Manager on a day to day basis. The Contractor's Project Manager shall be on-site in Vermont as required during the entire project based upon the agreed project schedule. The Contractor's Project Manager shall schedule and facilitate weekly project team status meetings either onsite in Vermont or via teleconference. Contractor staff other than the Project Manager will attend as required and determined by the Contractor PM and/or the State PM. A weekly meeting schedule will be

identified during the project kickoff meeting. The Contractor's Project Manager shall provide weekly written Status Reports to the State Project Manager. Status Reports shall include, at a minimum: all tasks accomplished, incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the coming two weeks, an updated status of tasks (entered into the Project Plan and attached to the Status Report – e.g., % completed, completed, resources assigned to tasks, etc), and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations, achievements to date, risk management activities, unresolved issues, requirements to resolve unresolved issues, action items, problems, installation and maintenance results, and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule where applicable. The State PM and the Contractor PM will come to agreement on the exact format of the report document at or before the project kickoff meeting.

Summary of Project Management Deliverables:

- Contractor PM to work with State project team to develop a detailed project workplan (in Microsoft Project).
 - Maintain and update project plan on a regular basis (at least weekly, if not daily).
- Project kickoff meeting.
- Project Management Plan (PMP).
- Weekly project status reports as defined above.
- Up-to-date project issues log.
- Up-to-date risk log.
- Schedule and facilitate weekly project team meetings.
 - Provide meeting agenda.
 - Provide meeting discussion log, action items and update issues and risk logs accordingly.

5.6 Project Scope – Change Management

The Contractor must directly manage all activities related to Change Management. The Contractor will be required to work with the Regulators to establish and execute a change management plan to include all aspects of Change Management. This work will include, but is not limited to, defining and executing activities involved in (1) defining and instilling new values, attitudes, norms, and behaviors within the State of Vermont organization and (2) creating and conducting thorough testing and training tasks to ensure successful implementation and use of the Case Management/Electronic Filing system.

5.7 Contract/Project Change Orders

Once the fixed price contract has been signed, if there are any changes to the scope of work, a change order must be processed and signed off by the Regulators before any additional work is authorized. The State and the selected Contractor will work together to outline a change control process which will be used to manage changes to the scope of work being performed. A management reserve or contingency will be built into the original contract to accommodate

unexpected changes in project scope or deliverables. The amount of that reserve will be determined later.

5.8 Staffing

Contractor shall obtain approval in advance by the State of all staff proposed for each project. Contractor shall notify the State in advance and obtain approval of any new staff if staffing changes during a project. If any Contractor staff does not perform up to acceptable or satisfactory standards as documented in the contract or SOW, the State shall inform the Contractor. When so informed, the Contractor shall either replace the staff member(s) with approved staff or take remedial action agreed by the State to ensure staff are performing at an acceptable standard.

6 COST PROPOSAL

The proposal must be fixed cost, inclusive of expenses, for specific deliverables. The State generally doesn't enter into time and material contracts.

6.1 Price Guarantee

The Contractor is required to maintain its proposal price for a fixed period of time.

Contractor should also provide a table outlining the hourly rates for different types of resources (Project Manager, Developer, Business Analyst, Architect, etc.) that might be engaged as a result of a project change order. These prices must remain in effect for the term of the contract.

6.2 Warranty Period

The Regulators expect that the Contractor will warranty the software for a period of 6 months following the Regulators' final acceptance of the production system.

6.3 Maintenance Agreement

The State expects to enter into a standard software maintenance agreement with the Contractor following acceptance of the system/software/hardware and after the end of the warranty period. The offeror must include a complete description of the services offered under maintenance, including new software version release schedules, and the standard service level agreement terms and conditions associated with the maintenance agreement.

6.4 Performance Measures

In accordance with current State of Vermont policy and procedures, the contract may include Contractor performance measures. The specific performance measures will be determined during the contract negotiation process.

7 VENDOR RESPONSE CONTENT AND FORMAT

7.1 Format

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

- Number of Copies: Submit an unbound original (clearly marked as such) and three (3) paper copies and one (1) CD-ROM copy.
- The bid should include a Transmittal Letter, a Technical Response and a separate Pricing Response.
- The separate Pricing Response must include an original and three (3) paper copies and one (1) CD-ROM copy.
- Responses must be in the same sequence as they appear in sections 3, 4 & 5 for ease of review by the Regulators. Offerors must provide supporting narrative and documentation when required in response to the requirements of those sections

7.2 Functional Requirements

The technical response should clearly identify the ability of the proposed software solution to meet the functional requirements outlined in section 4.

7.3 Scope of Work and Professional Services Requirements

The technical response shall provide a detailed outline or plan of the offeror's approach to the successful implementation of the proposed solution. Include thorough explanations of methodologies regarding project management and control, delivery of education and training, cost control, and successful scheduling. This section shall be responsive to the tasks and deliverables described in the Scope of Work – Professional Services section 5. Also include a proposed work schedule to accomplish all of the required tasks.

7.4 Product Support and Customer Service

Offerors must provide a comprehensive response to the product support and customer service requirements specified.

7.5 Confidentiality

As discussed above under Section 2.8, all submittals will be subject to the State's Access to Public Records Law, 1 VSA§ 315 et seq. Subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Proposers shall specify in their transmittal letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information.

7.6 Exceptions to Terms and Conditions for Technology Contracts

If the Contractor wishes to propose an exception to any Terms and Conditions for Technology Contracts, it must notify the State of Vermont in the transmittal letter. Failure to note exceptions will be deemed to be acceptance of the Terms and Conditions for Technology Contracts, as outlined in Attachment D of this RFP. If exceptions are not noted in the cover letter but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

7.7 Acknowledgment of Terms

A statement from the Contractor and its legal counsel acknowledging all Customary State Contract Provisions and Purchasing and Contract Administration Terms and Conditions with any exceptions or additional provisions noted. (These will be considered when making an award).

7.8 Education and Training

Propose a training strategy and plan for training to be delivered to the Regulators' staff related to the operation of the proposed solution. The Regulators expect to train roughly 80 end users. Please include the following information:

- A discussion of your education and training philosophy.
- A description of the level of education and materials offered, including tables of contents and training materials.
- A description of training that will be provided on-site in Vermont.
- A description of any other education services that would be of particular importance to the Regulators.

7.9 Experience and Qualifications

Offerors must describe the experience of their firms in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the title, resume, and description of the type of work each listed individual will perform.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide a minimum of three reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. The State invites offerors to provide letters of reference from previous clients.

7.10 Financial Requirements

The offeror shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. An offeror can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those offerors unable to provide audited financial statements or Dun and Bradstreet report, the offeror shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

7.11 Certificate of Compliance

This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.12 Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.13 Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.14 Offshore Outsourcing Questionnaire

This form must be completed and submitted as part of the proposal to be considered valid.

8 SUBMISSION INSTRUCTIONS AND CHECKLIST

8.1 Closing Date

The closing date for the receipt of proposals is **April 1, 2011 at 3PM**. Bid must be delivered to:

Vermont Purchasing and Contract Administration Division, Office of Purchasing & Contracting
10 Baldwin St,
Montpelier VT 05633-7501
prior to **3PM**. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the bidder.

The bid opening will be held at Office of Purchasing & Contracting 10 Baldwin St, Montpelier VT 05633-7501 and is open to the public.

8.2 Submission Checklist

- Hard *Copies* (3) – (Reference 7)
- Original Unbound *Master* (1) – (Reference 7)
- Transmittal Letter – (Reference 7)
- CD – (Reference 7)
- References – (Reference 7.2)
- Standard State Provisions for Contracts and Grants (Reference Attachment C)
- Offshore/outsource form – (Reference Attachment B)
- Certificate of Compliance – (Reference Attachment A)
- License & Maintenance Agreements – (Reference 2.19 if applicable)
- Workers' Compensation; State Contracts Compliance Requirement; Self Reporting
- Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

8.3 Sealed Bid Instructions

- All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, Office of Purchasing & Contracting, 10 Baldwin St., Montpelier, VT 05633-7601. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.
- All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the bidder.
- Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at:
<http://bgs.vermont.gov/purchasing/bids>
- All bids will be publicly opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

8.4 Delivery Methods:

- U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.
- EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.
- HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- ELECTRONIC: Electronic bids will not be accepted.
- FAX BIDS: Faxed bids will not be accepted.

9 ATTACHMENTS:

Attachment A: Certificate of Compliance

Attachment B: Offshore Outsourcing Questionnaire

Attachment C: Standard State Provisions for Contracts and Grants (January 8, 2009)

Attachment D: Commodity Purchases Terms and Conditions (if applicable)

Attachment E: Board Business process diagrams

Attachment F: DPS Business process diagrams

Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

REMEMBER!

ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.

10 ATTACHMENT A: CERTIFICATE OF COMPLIANCE

DATE:

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

Taxes: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

Insurance: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

Contract Terms: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

Terms of Sale: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

Form of Payment: Would you accept the Visa Purchasing Card as a form of payment? ☐ Yes ☐ No

Insurance Certificate(s): Attached _____ will provide upon notification of award _____

Delivery Offered: _____ days after notice of award Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

RFP/PROJECT:

DATE:

Worker's Compensation; State Contracts Compliance Requirement

Self Reporting

Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

E-mail: _____ Phone Number: _____
By: _____ Fax Number: _____
Name: _____
Signature (Bid Not Valid Unless Signed)* (Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:

DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Subcontractor Reporting
Form 2 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By:

Name:

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

11 ATTACHMENT B: OFFSHORE OUTSOURCING QUESTIONNAIRE

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date:

12 ATTACHMENT C: STANDARD STATE PROVISIONS - FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall

be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:
<http://finance.vermont.gov/forms>

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment,

declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

13 ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS

1. Statement of Rights: The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2. Responses: Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.

3. Prices: Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.

4. Taxes: Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5. Order of Precedence: The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.

6. Substitution: Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.

7. Specification Change: Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

8. Method of Award: Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other

compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.

9. Default: In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

10. Cancellation: The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

11. Delivery: Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

12. Invoicing: All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. Non Collusion: The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

14. Amendments: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

15. Confidentiality: The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each

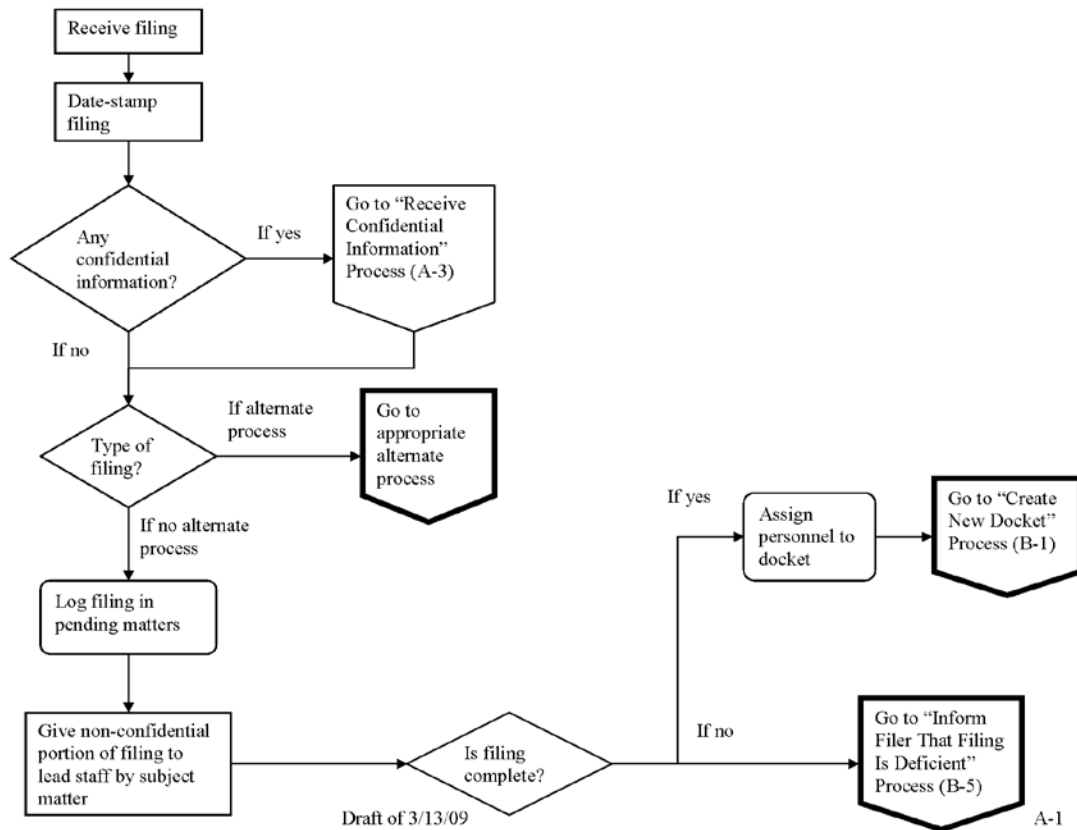
exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

16. Certification for apparel, footwear, and textiles (sweatshop prohibition): Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

14 ATTACHMENT E – PUBLIC SERVICE BOARD BUSINESS PROCESS DIAGRAMS

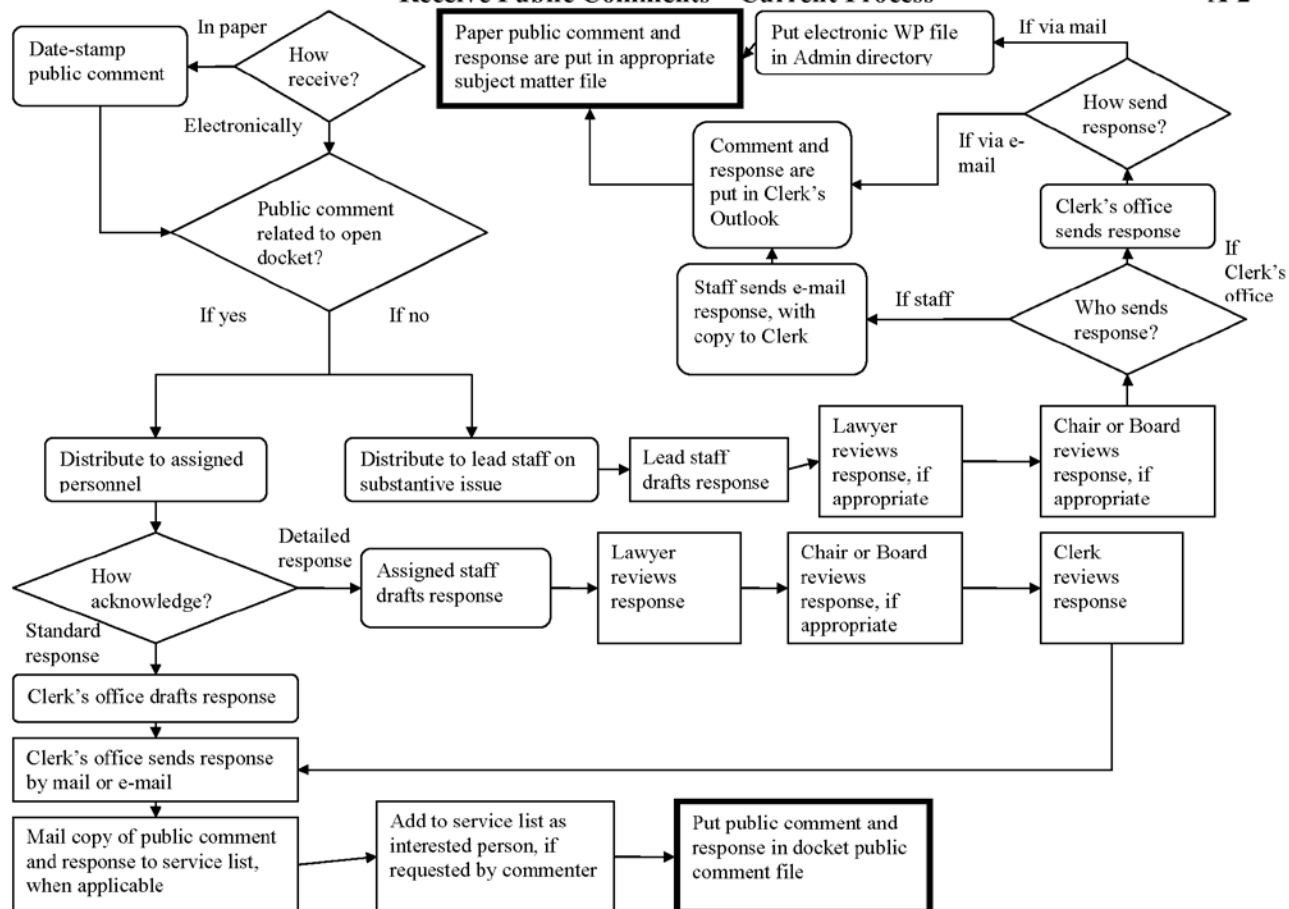
Receive New Filing (No Docket Created Yet) – Current Process

A-1



Receive Public Comments – Current Process

A-2

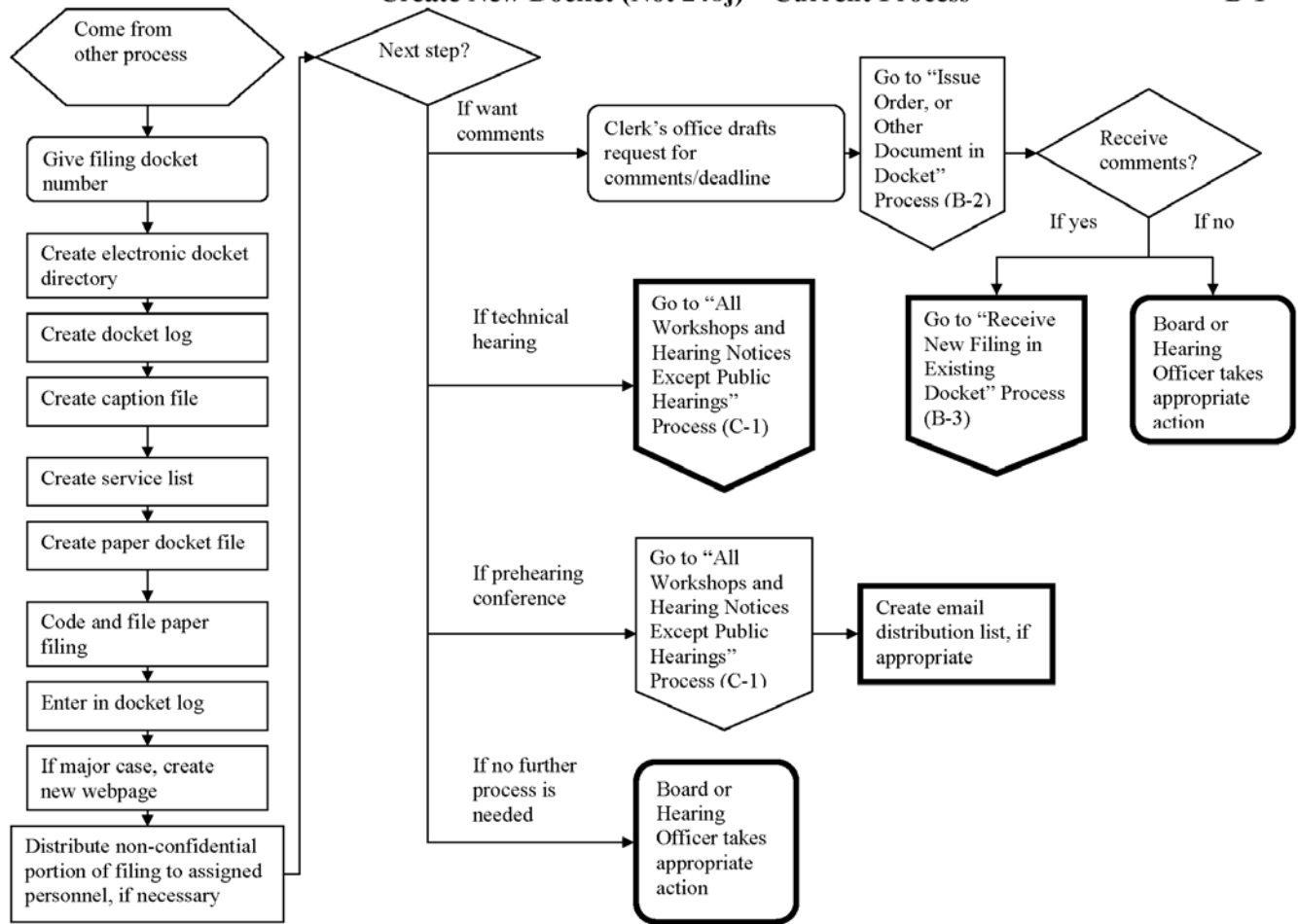


Version of 9/18/08

A-2

Create New Docket (Not 248j) – Current Process

B-1

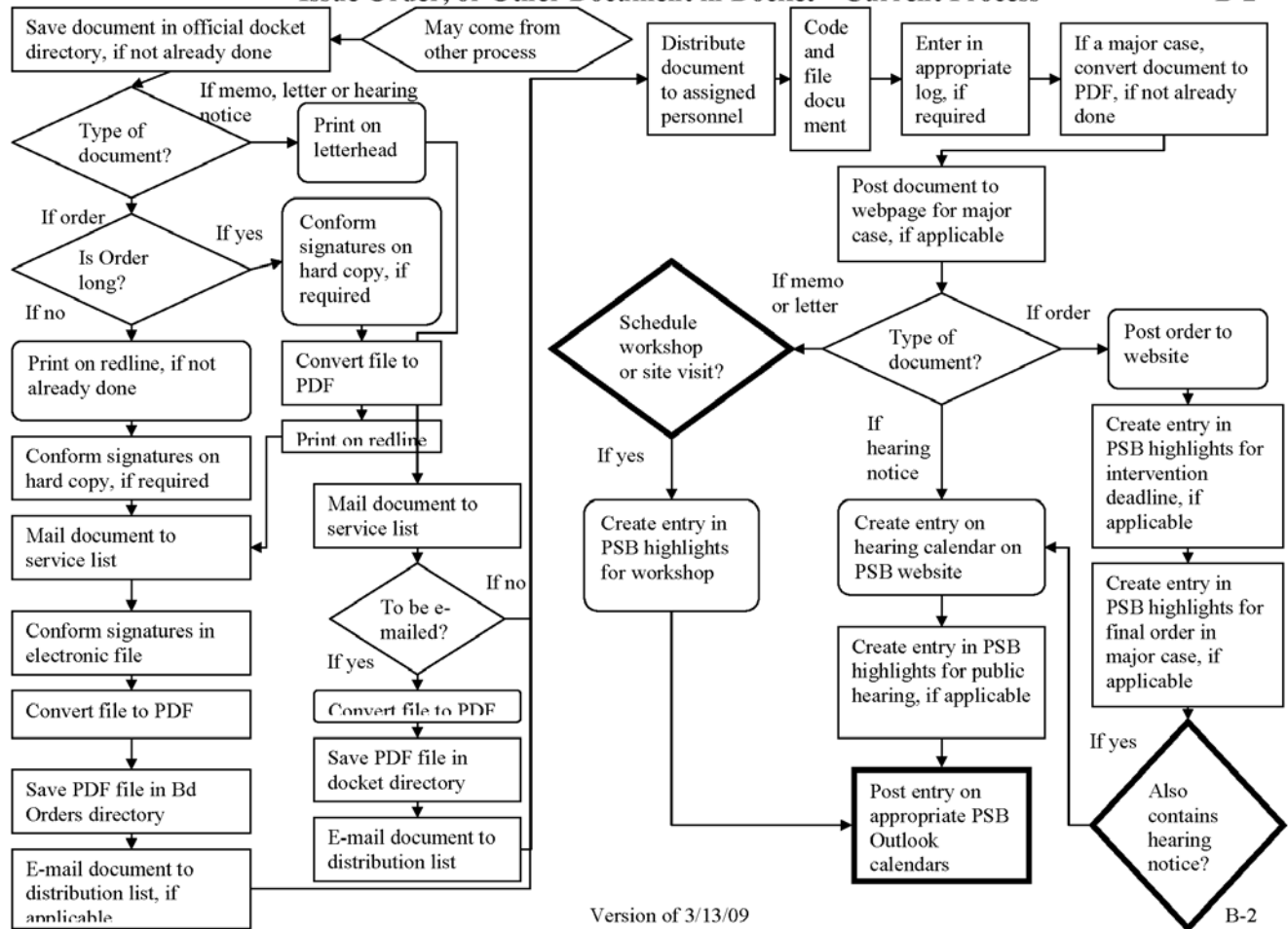


Version of 3/13/09

B-1

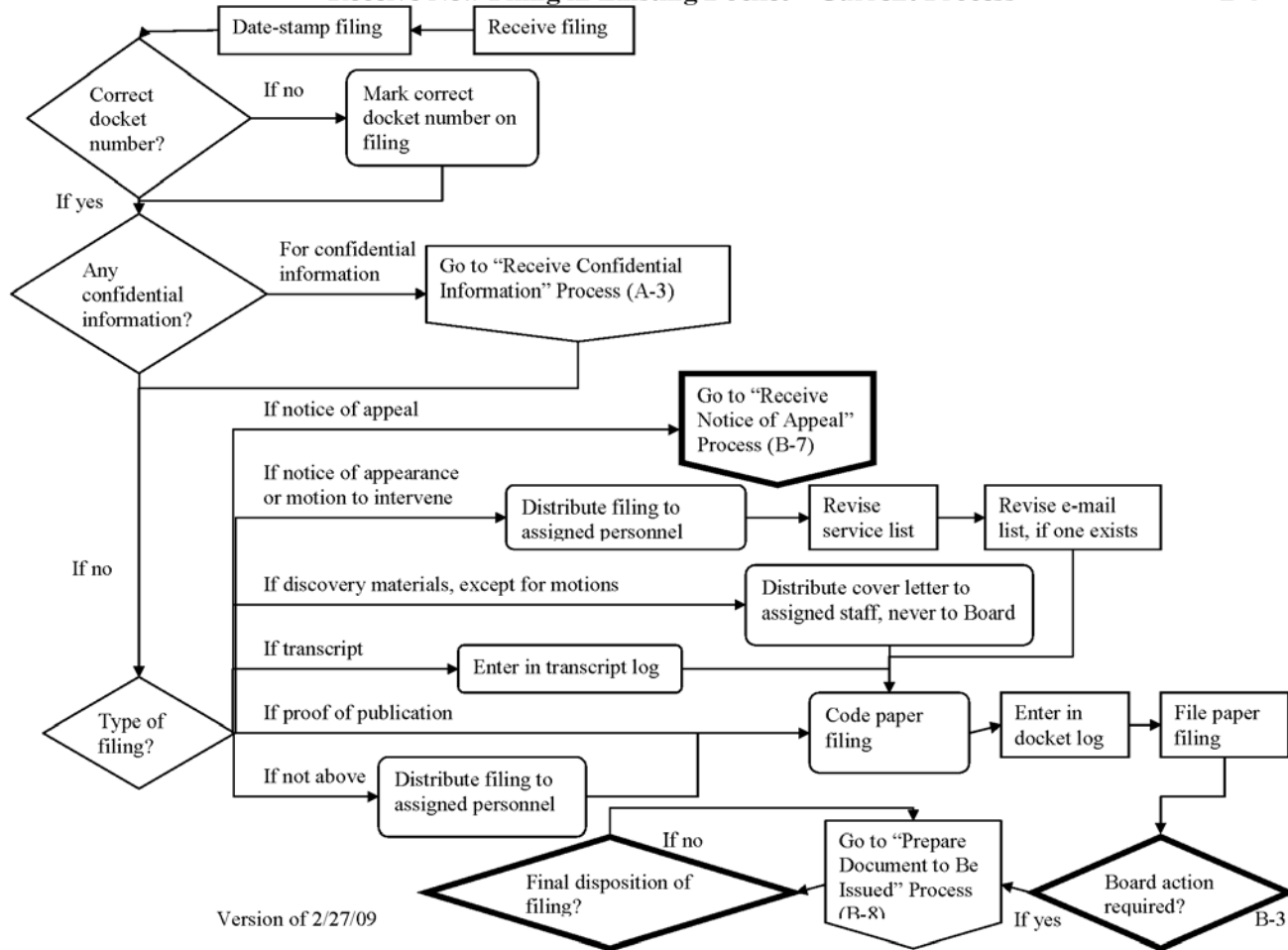
Issue Order, or Other Document in Docket – Current Process

B-2



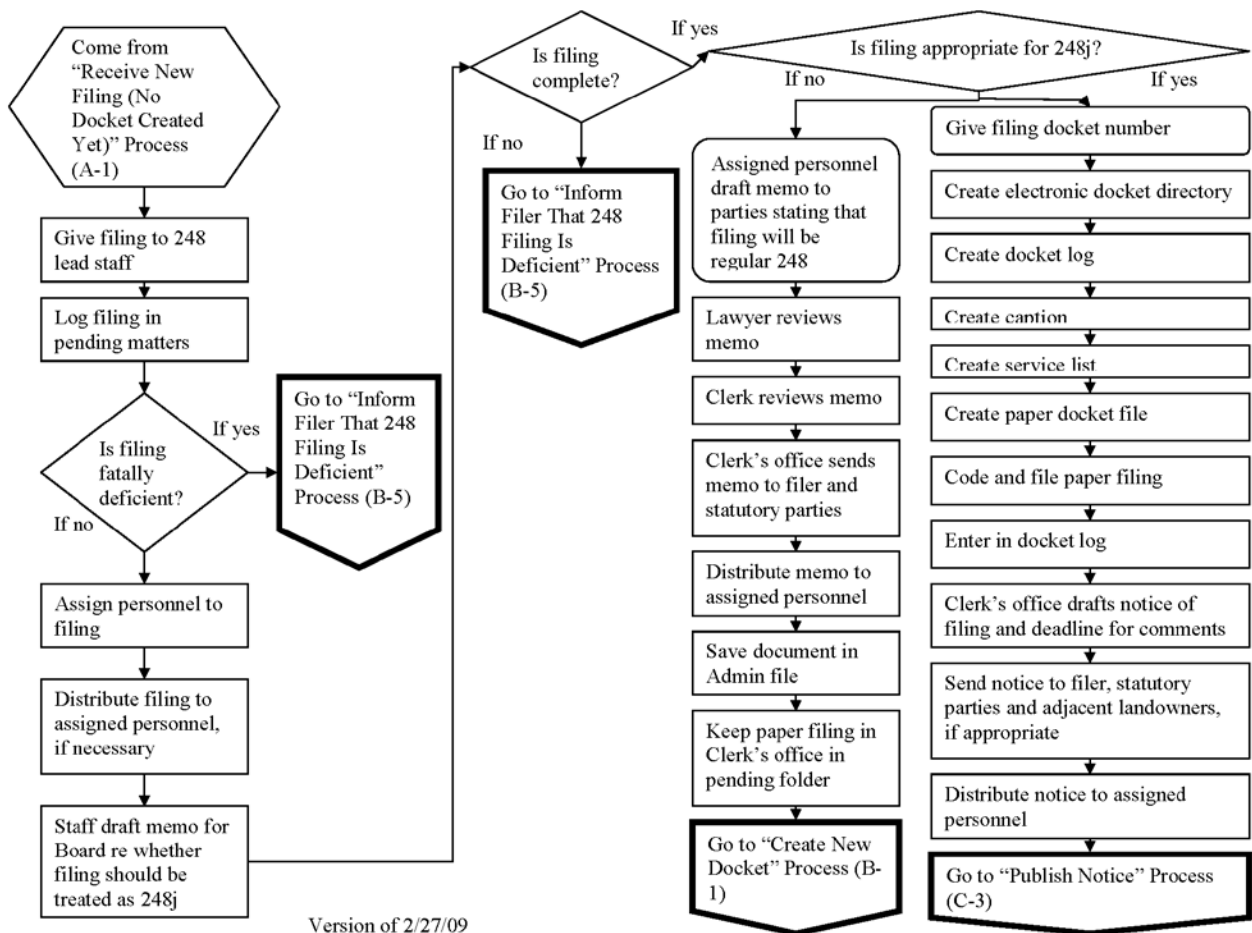
Receive New Filing in Existing Docket – Current Process

B-3



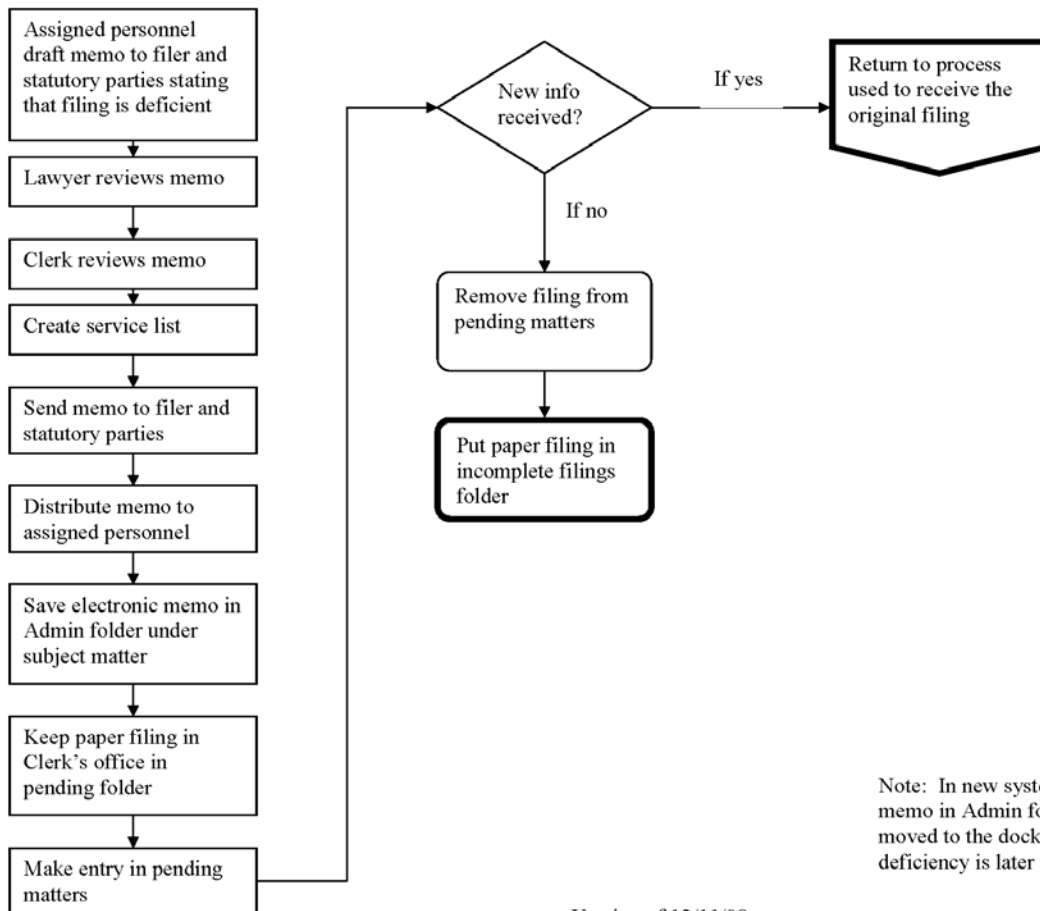
New 248j Filing (No Docket Created Yet) – Current Process

B-4



Inform Filer and Statutory Parties that 248 Filing Is Deficient – Current Process

B-5



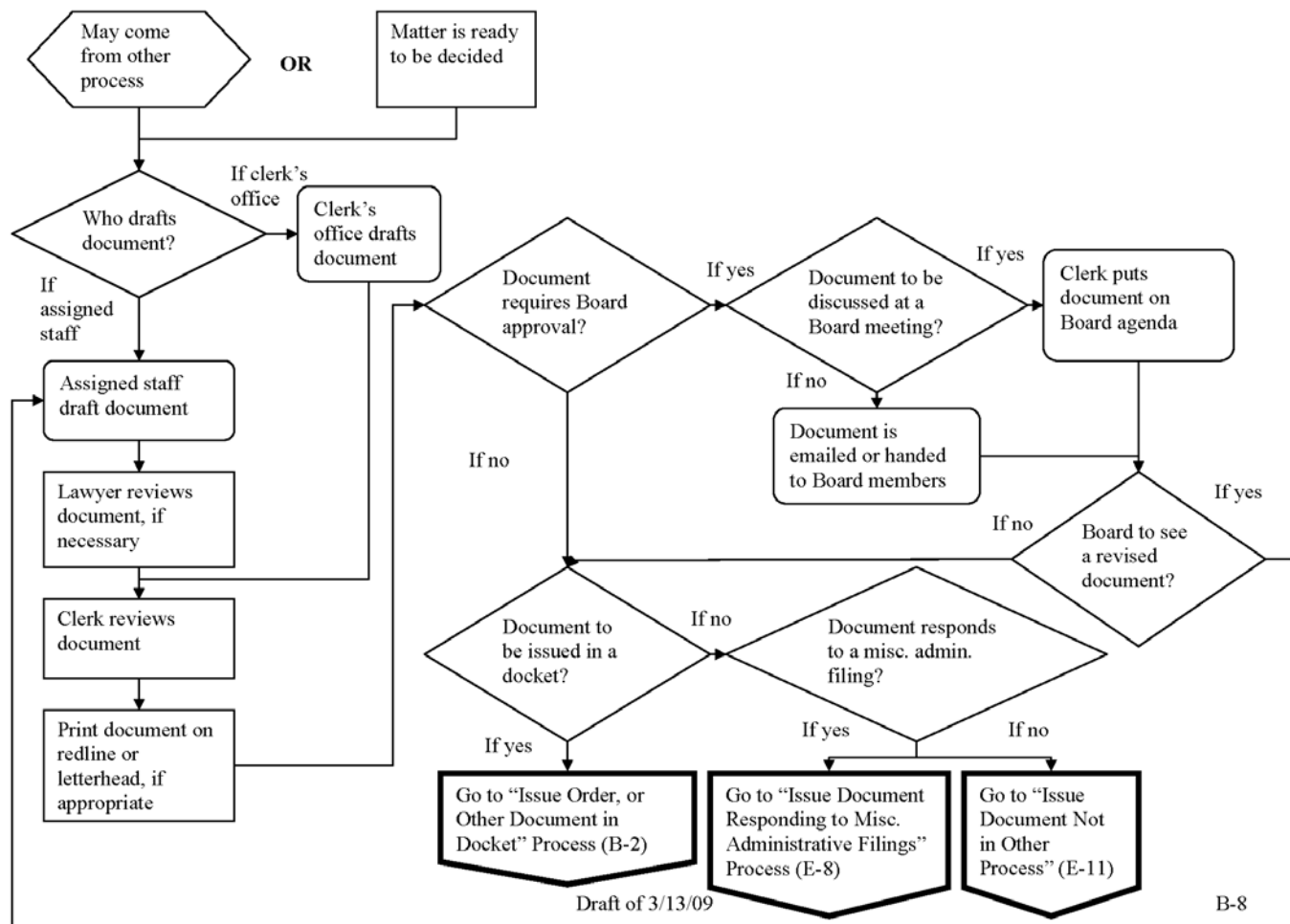
Note: In new system, can electronic memo in Admin folder be automatically moved to the docket folder if the deficiency is later corrected?

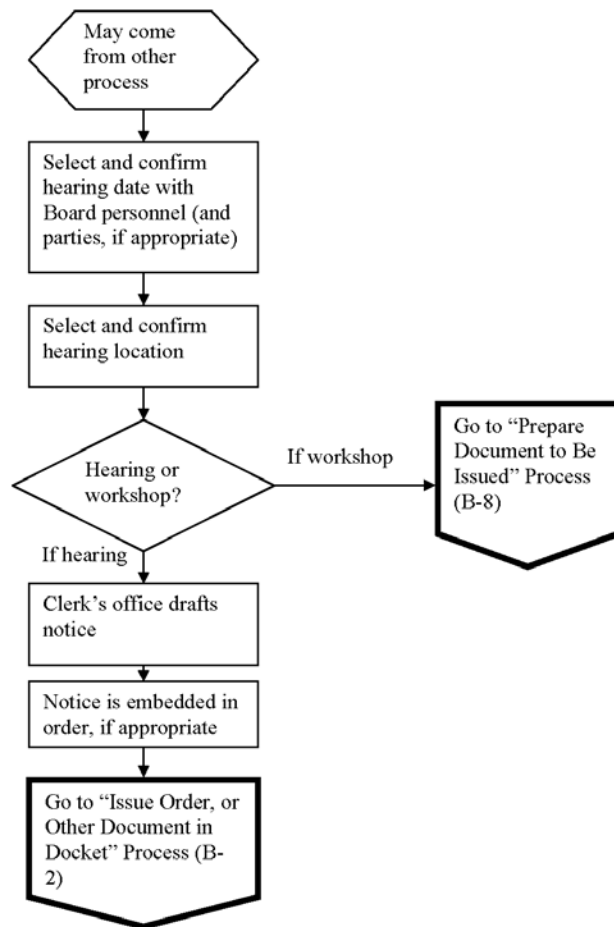
Version of 12/11/08

B-5

Prepare Document to be Issued

B-8



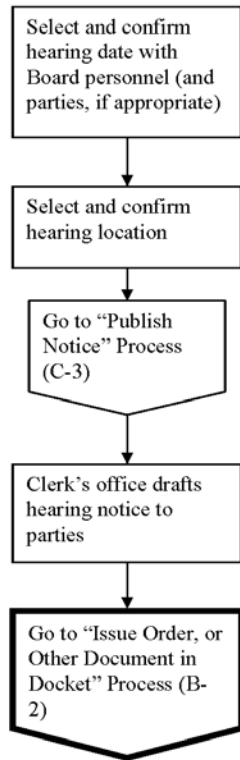


Draft of 3/13/09

C-1

Public Hearing Notice – Current Process

C-2

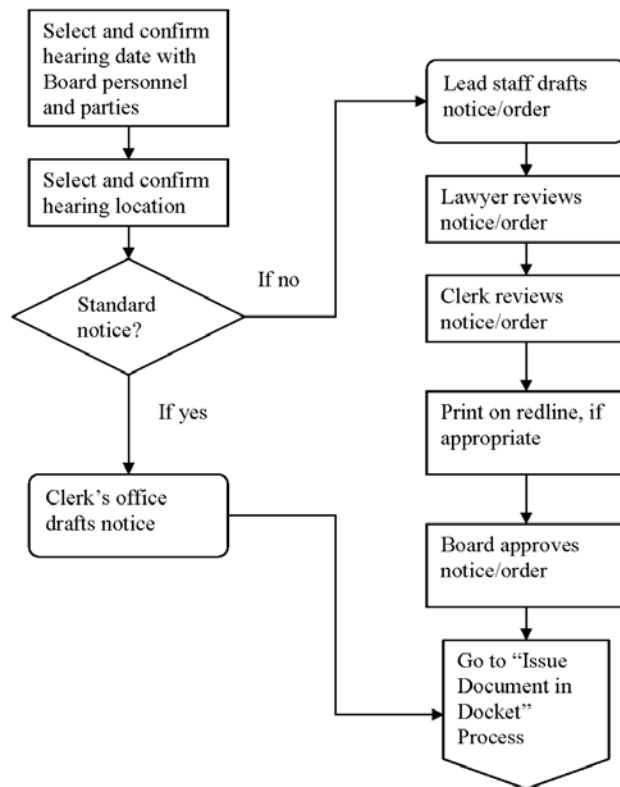


Note: Need to figure out how to indicate that will return to this process from Publish Notice – Current Process in the middle of that process

Draft of 3/13/09

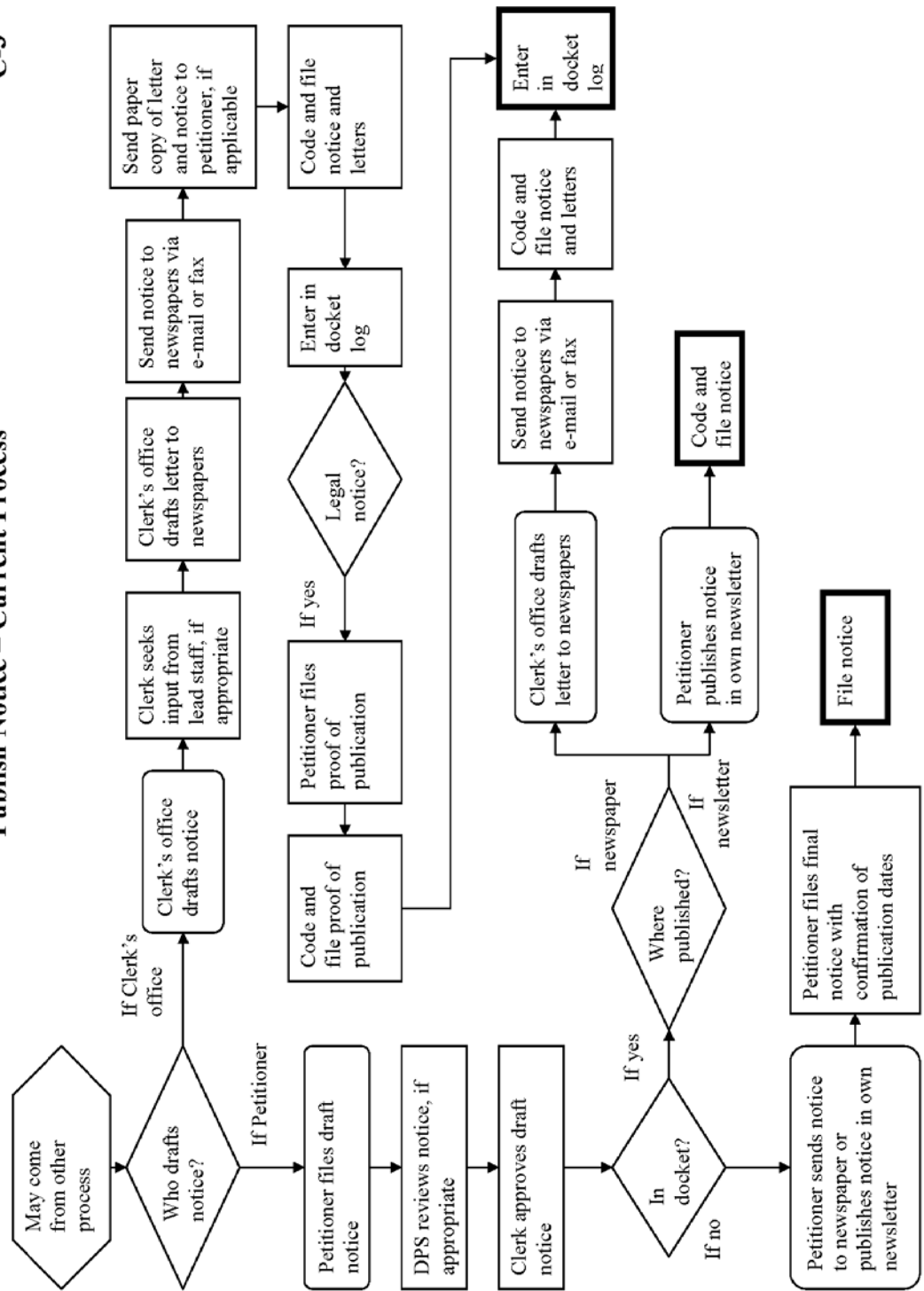
C-2

Prehearing Conference Notice – Current Process



Version of 9/18/08

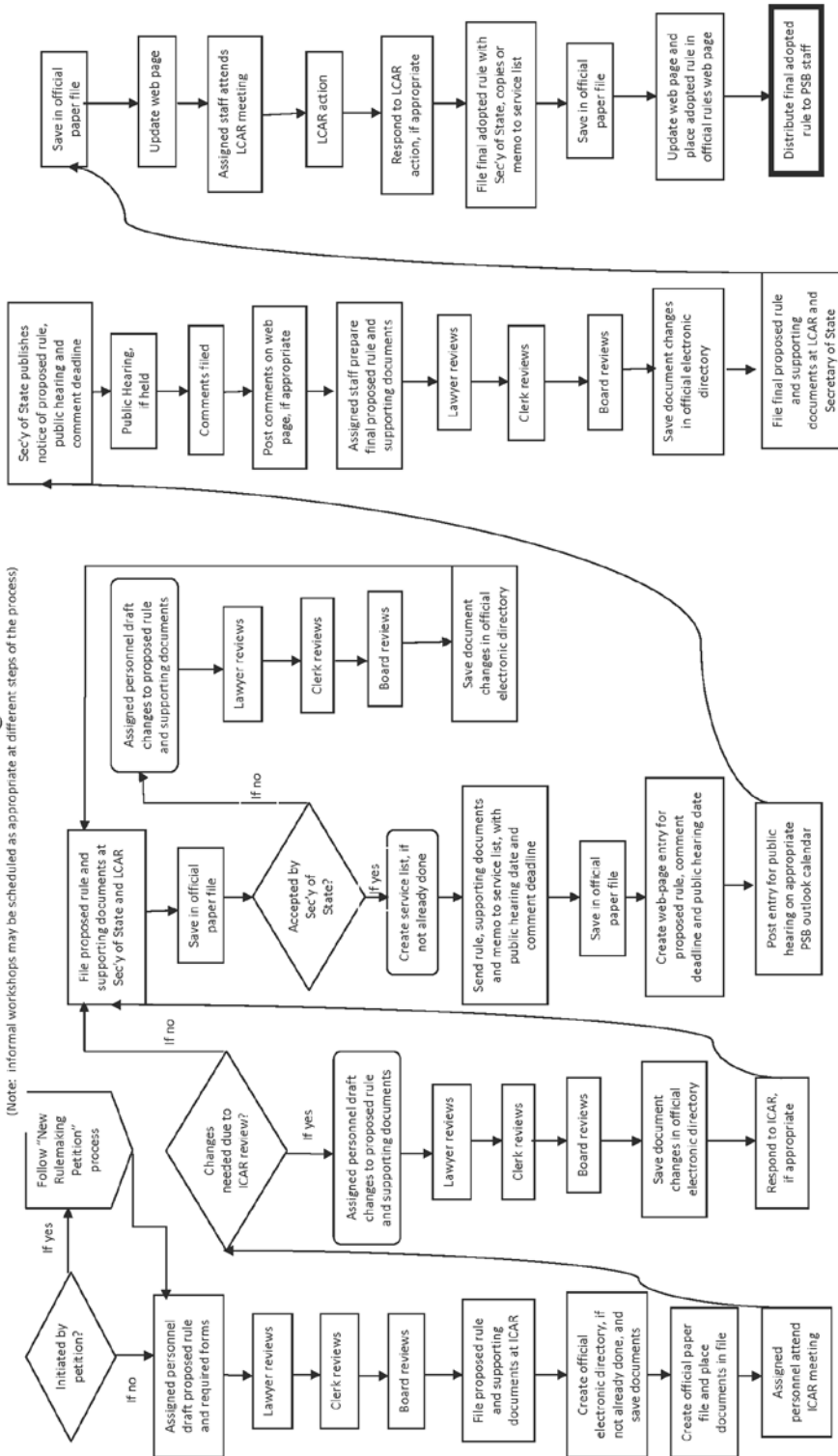
Publish Notice – Current Process



Version of 12/1/08

Formal Rulemaking – Current Process

(Note: Informal workshops may be scheduled as appropriate at different steps of the process)



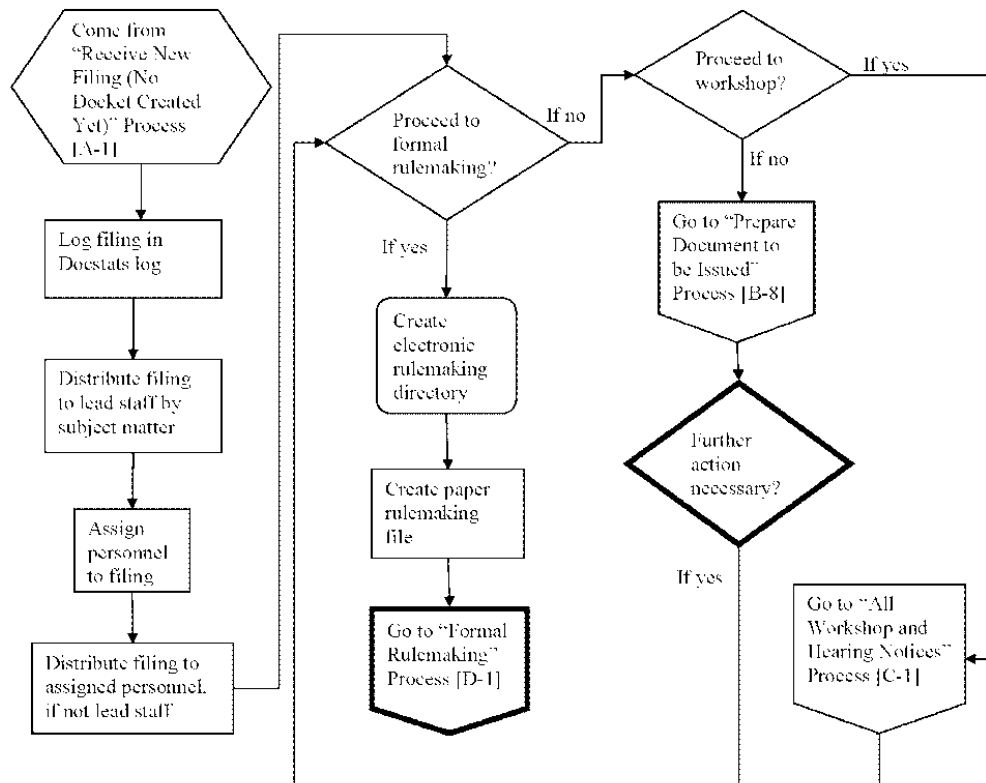
Draft 1/22/2009

D-1

D-1

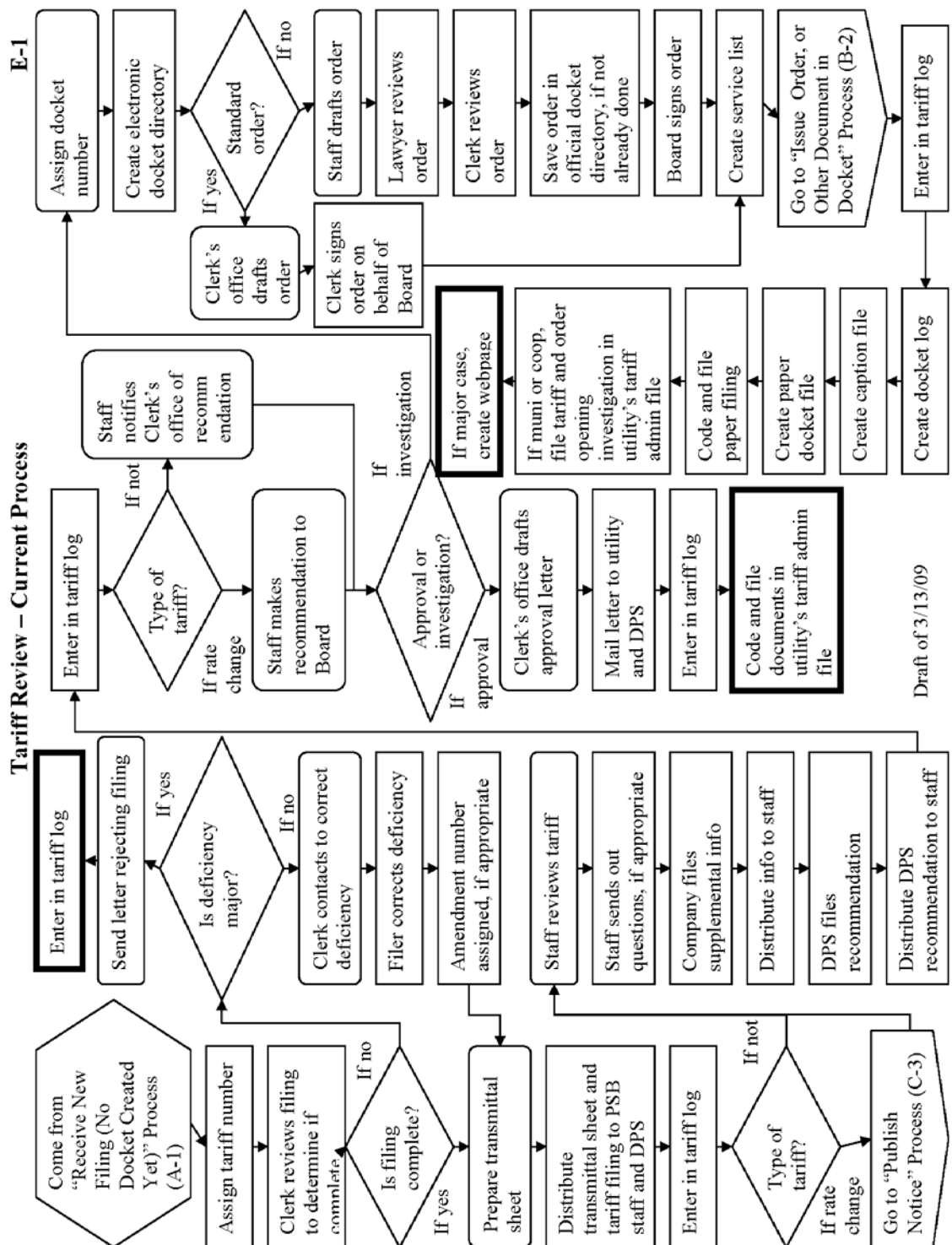
Receive New Rulemaking Petition – Current Process

D-2

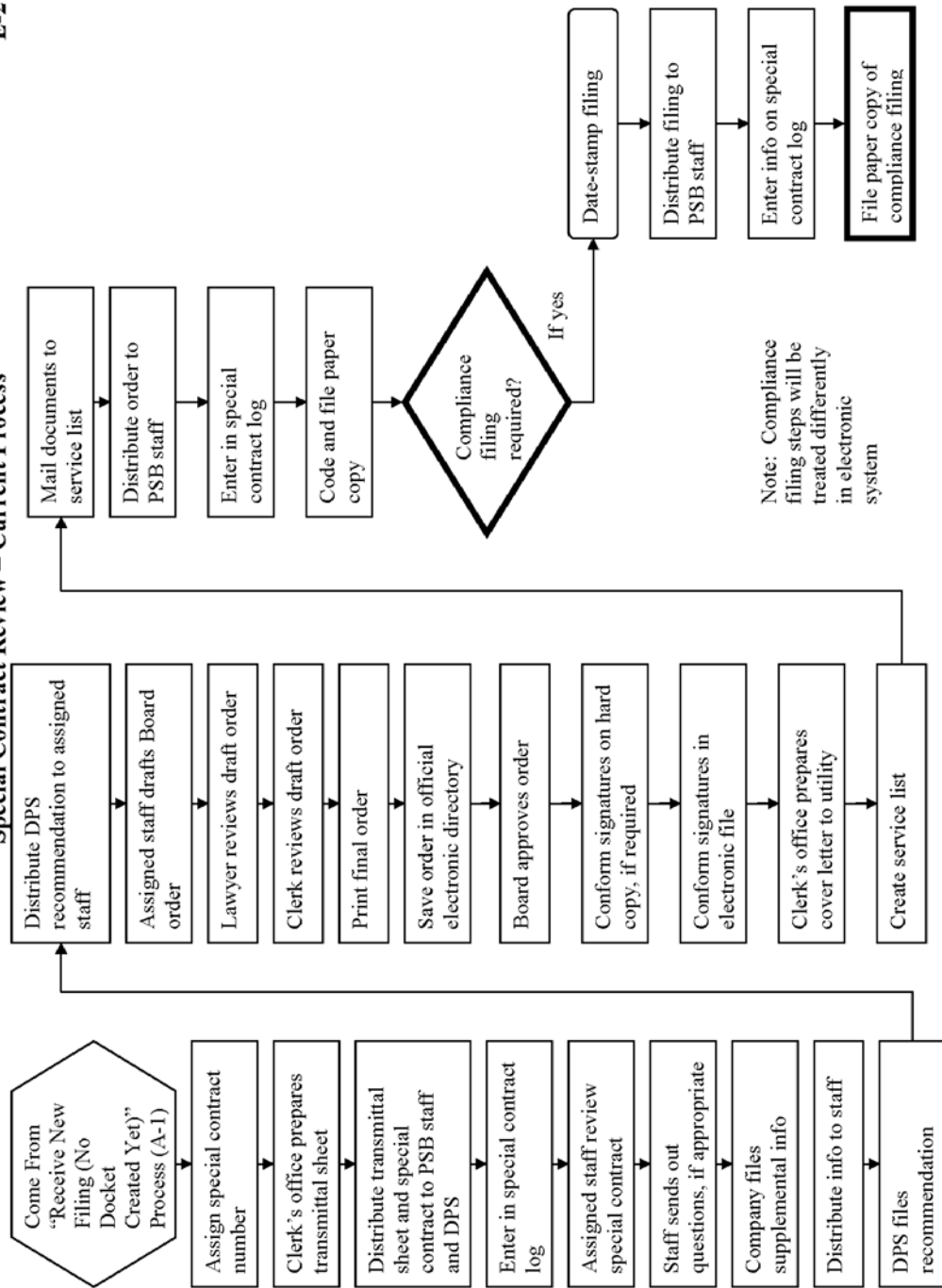


Draft 3/12/2009

D-2

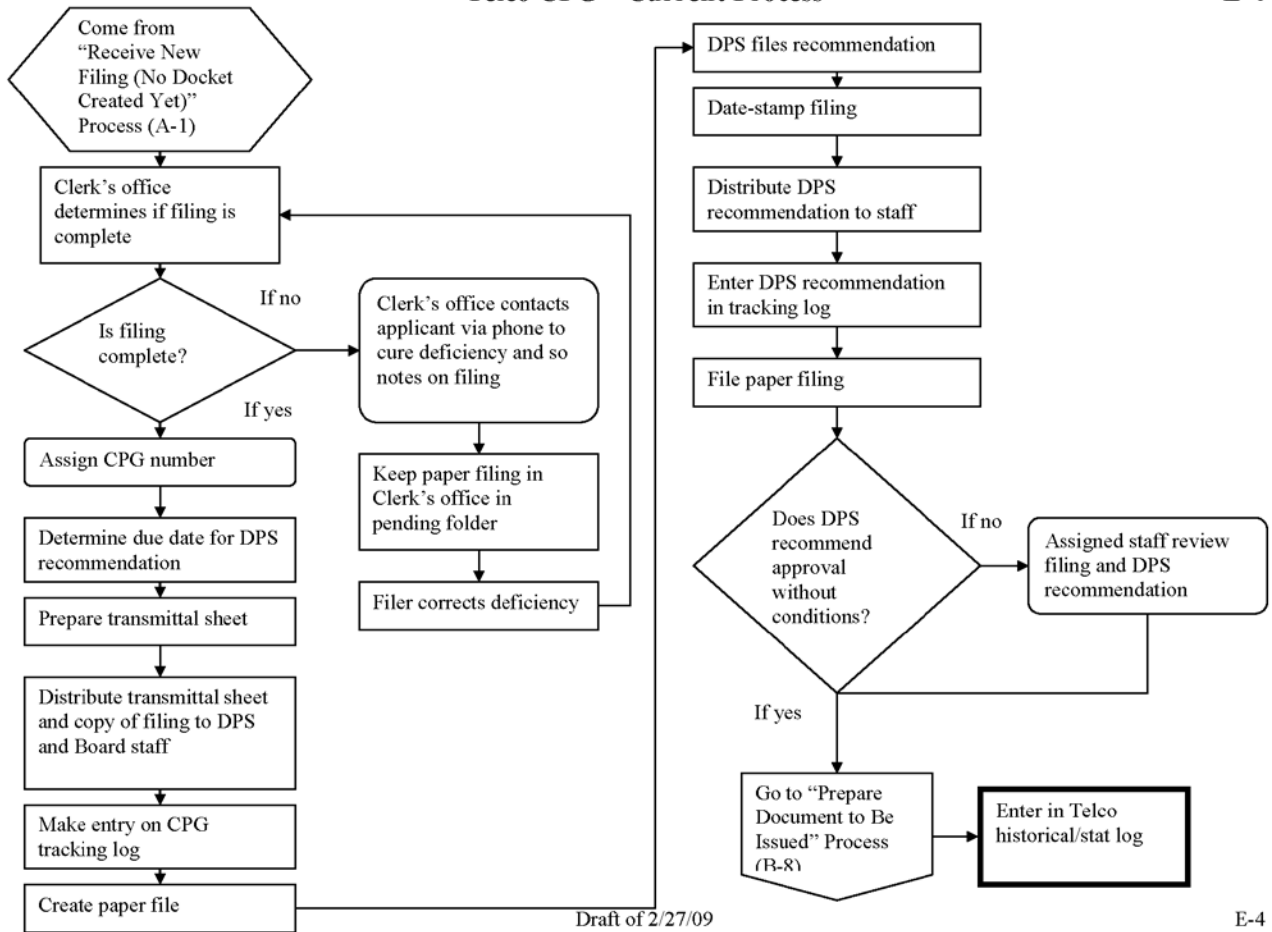


Special Contract Review – Current Process



Telco CPG – Current Process

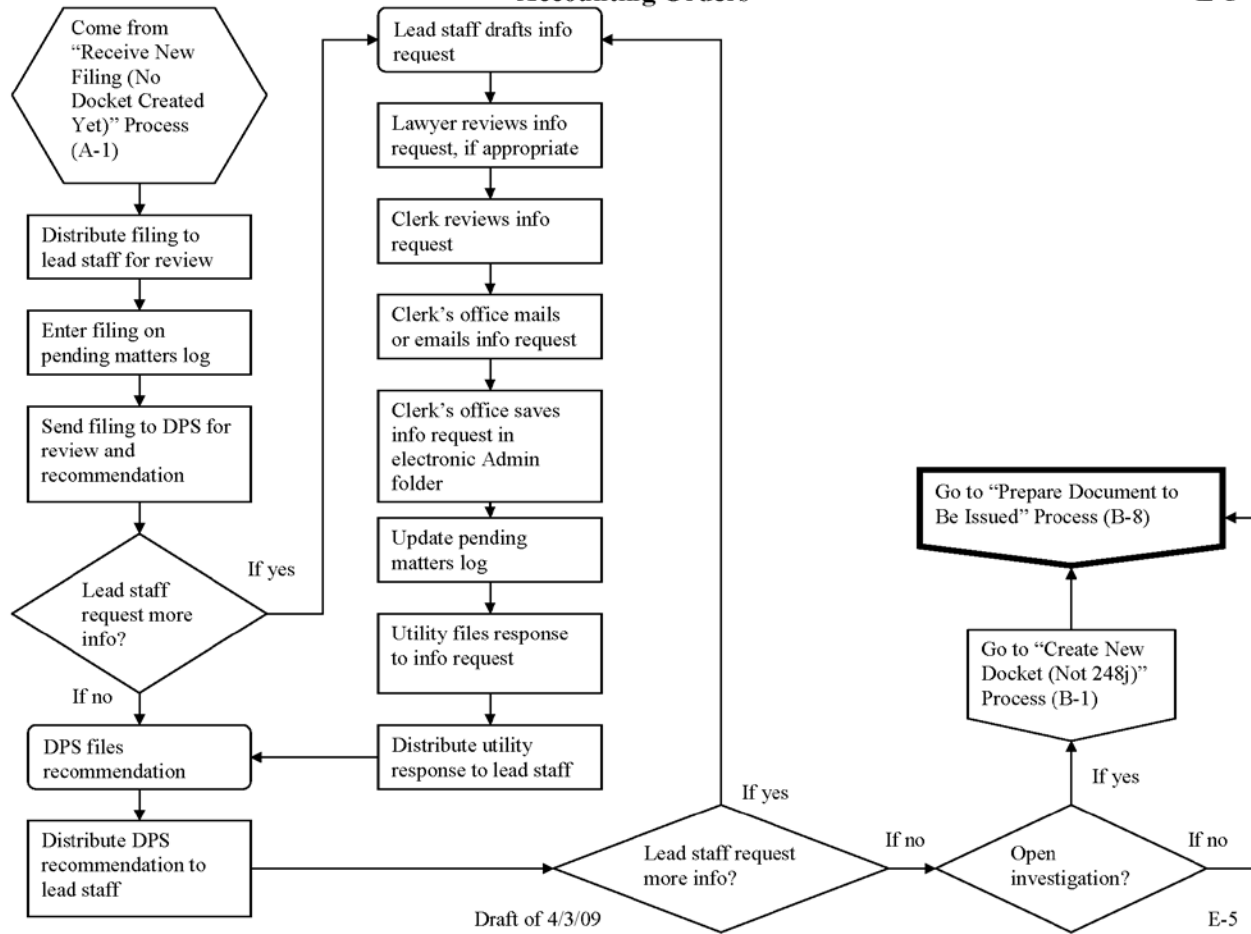
E-4



E-4

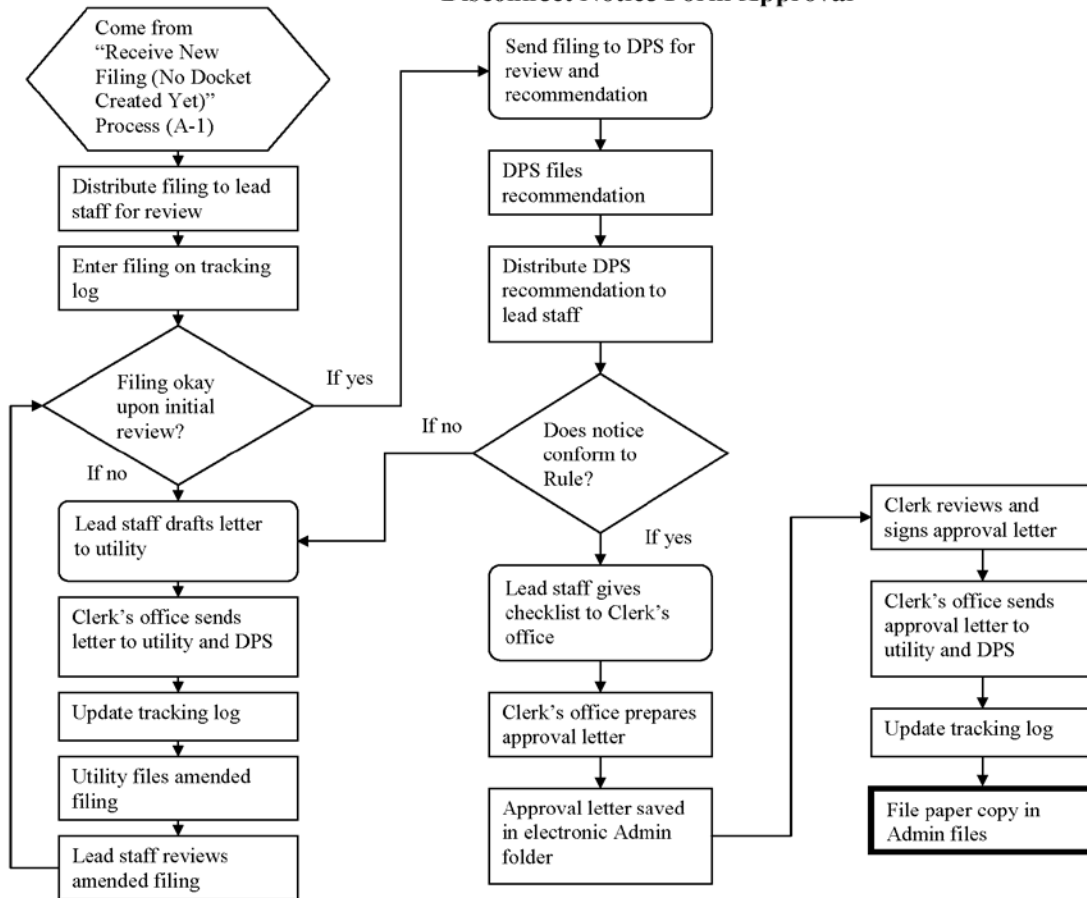
Accounting Orders

E-5



Disconnect Notice Form Approval

E-9

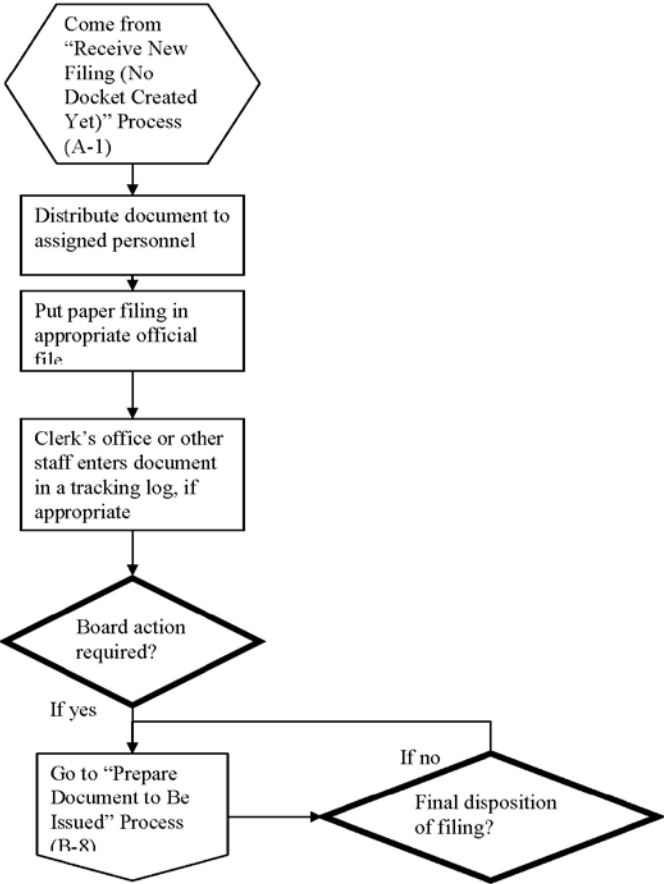


Draft of 3/13/09

E-9

Receive Document Not in Other Process

E-10

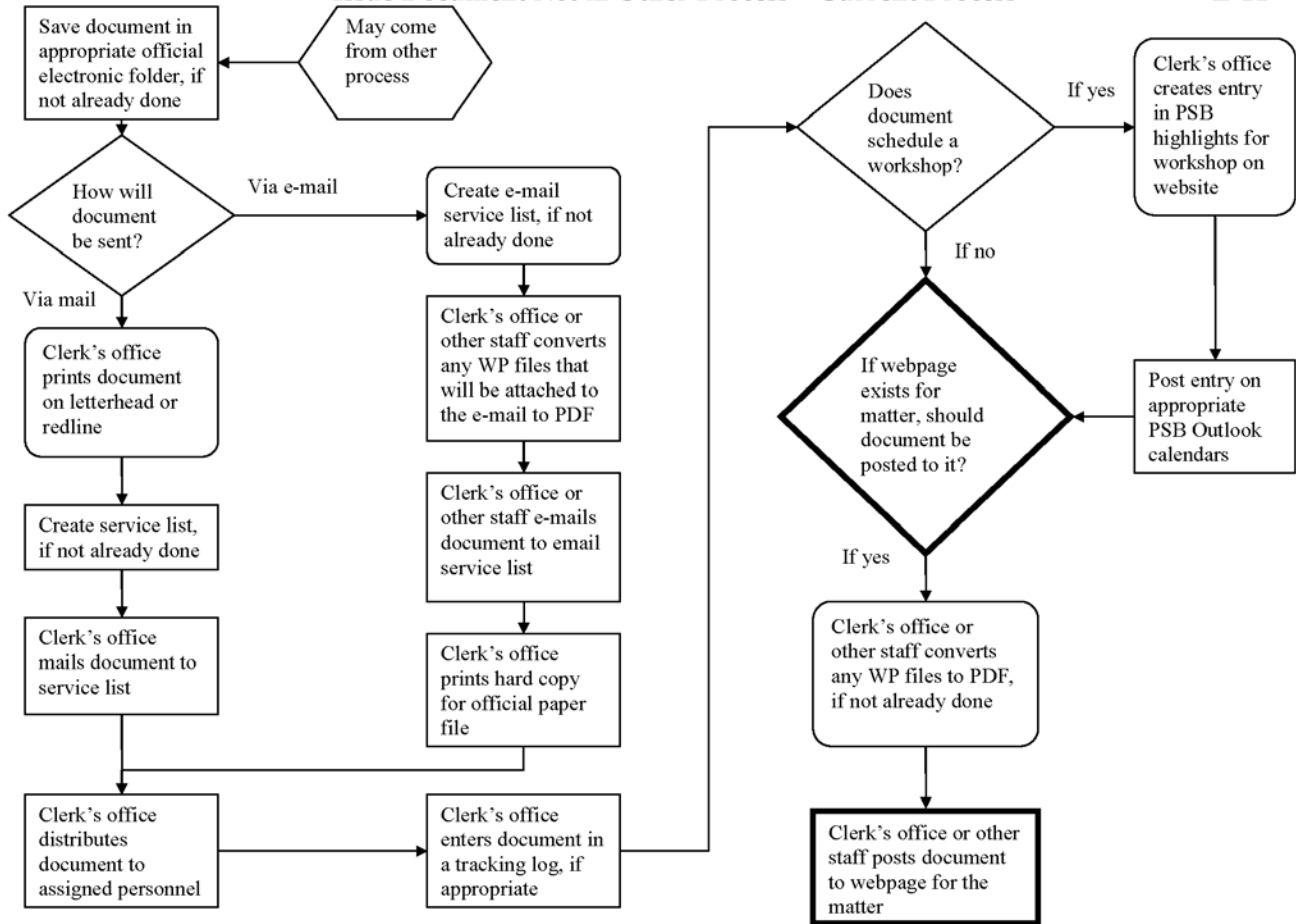


Draft of 2/27/09

E-10

Issue Document Not in Other Process – Current Process

E-11

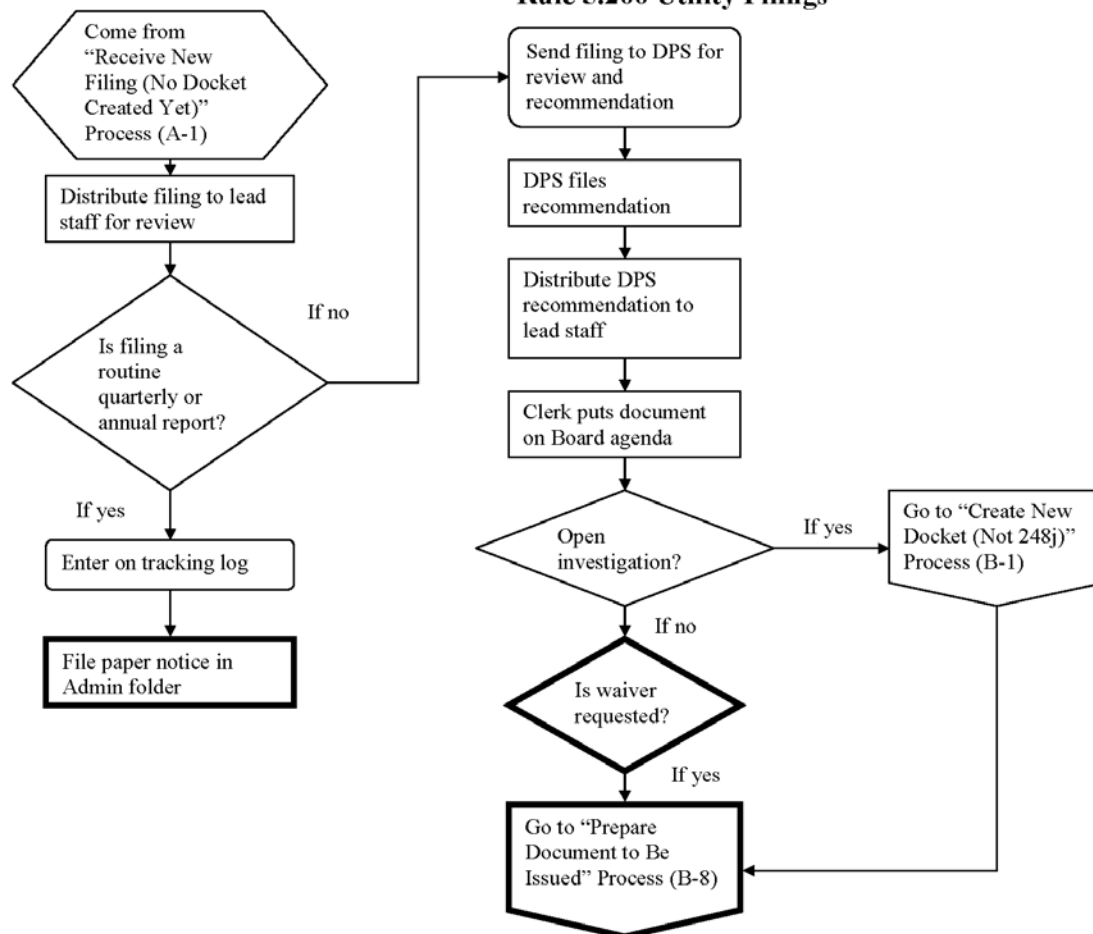


Version of 2/27/09

E-11

Rule 5.200 Utility Filings

E-12



Draft of 4/3/09

E-12

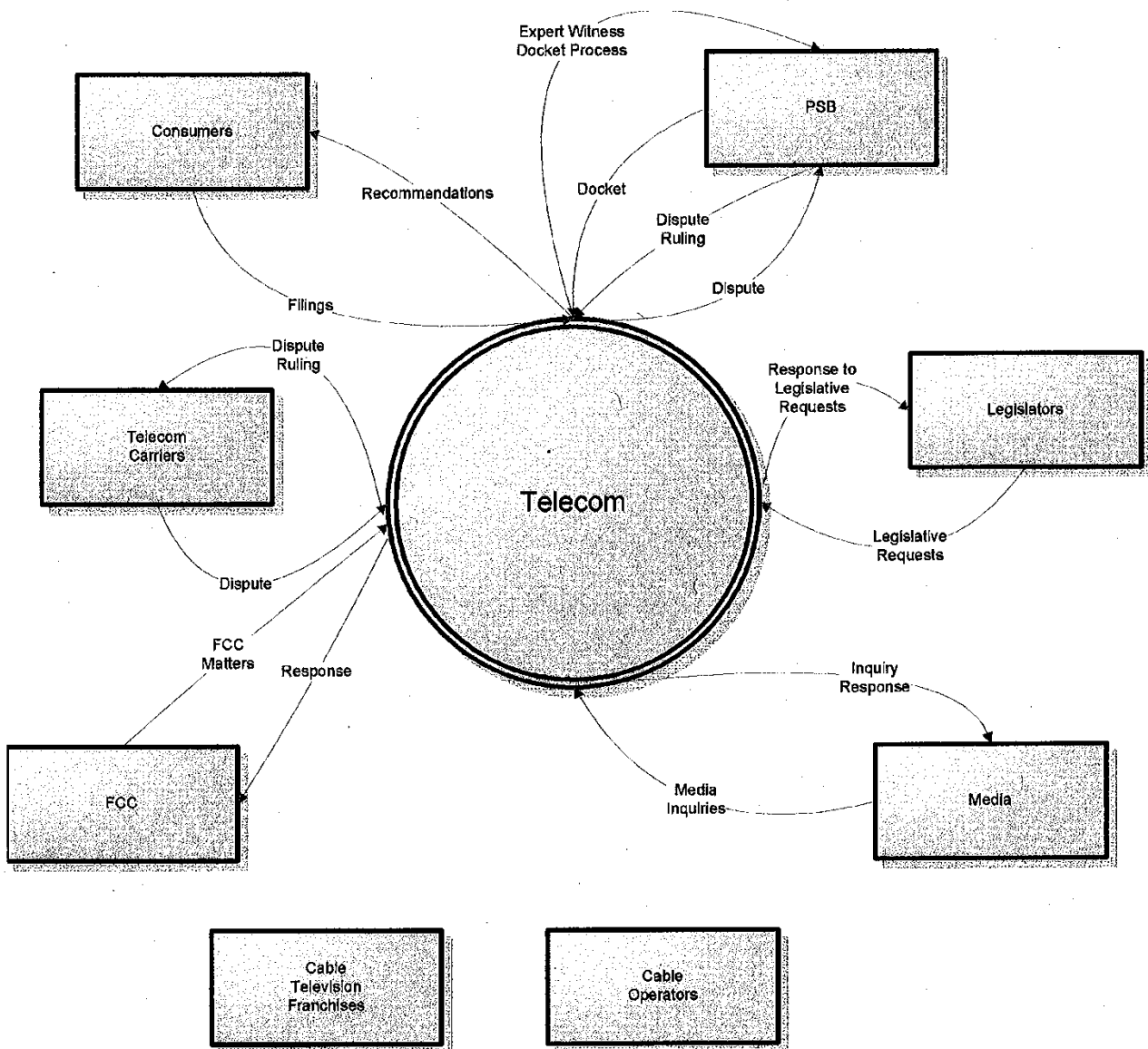
15 ATTACHMENT F –DEPARTMENT OF PUBLIC SERVICE BUSINESS PROCESS DIAGRAMS

This Page intentionally left blank

Telecommunications

Context Diagram

Wednesday, July 18, 2007

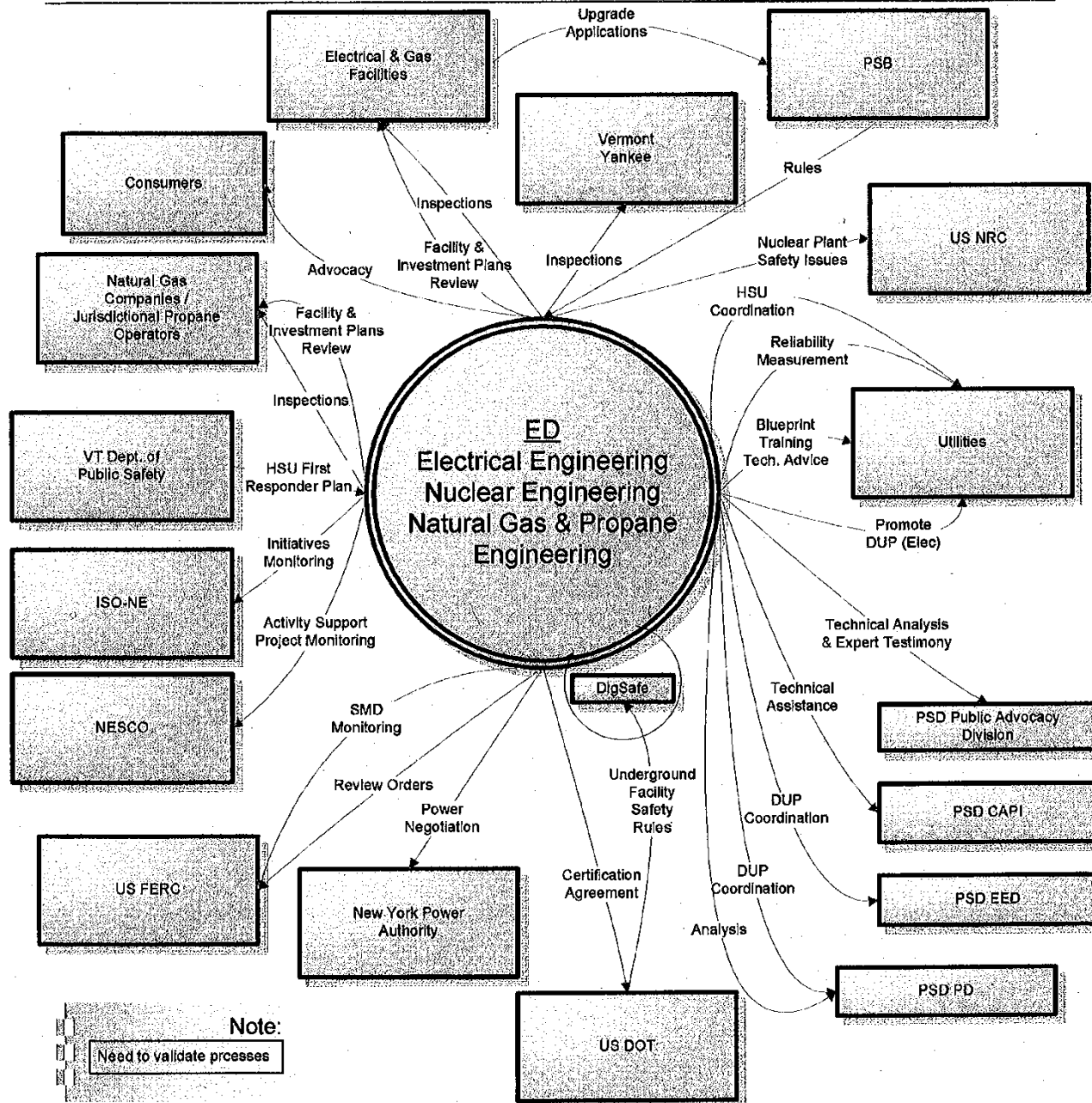


Note:

Need to validate processes

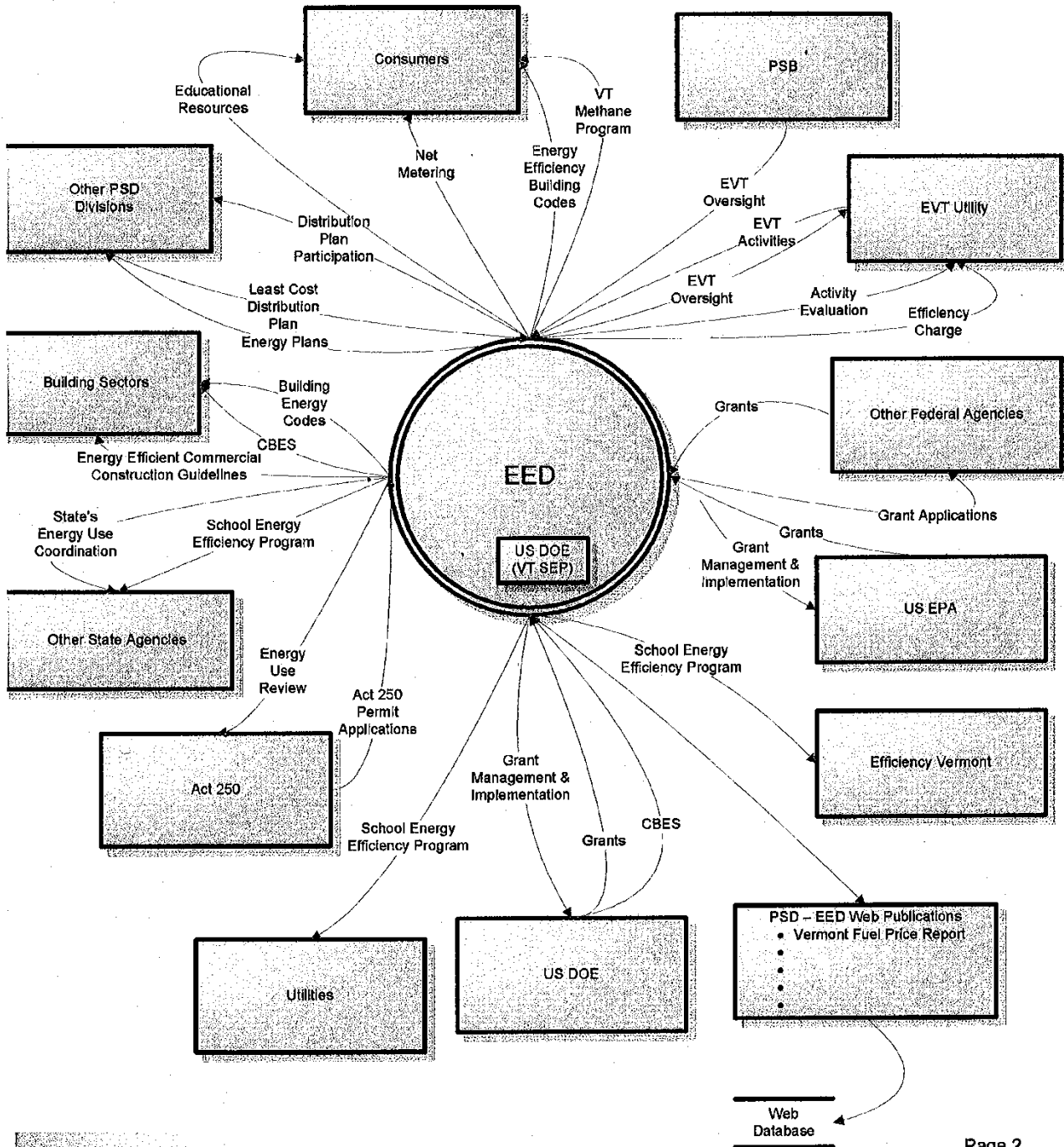
Engineering Context Diagram

Wednesday, July 18, 2007



Energy Efficiency Context Diagram

Wednesday, July 18, 2007

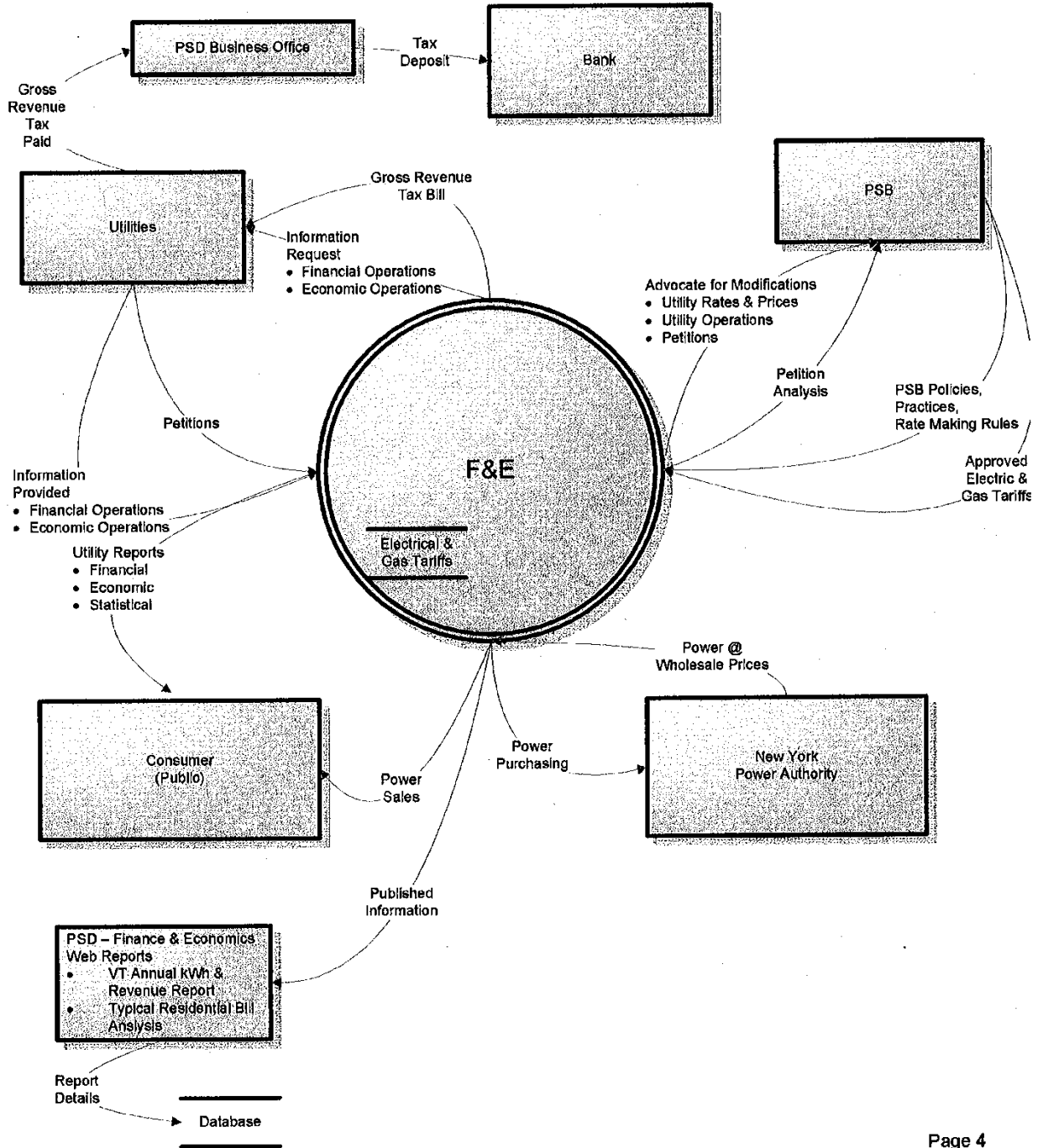


Note:

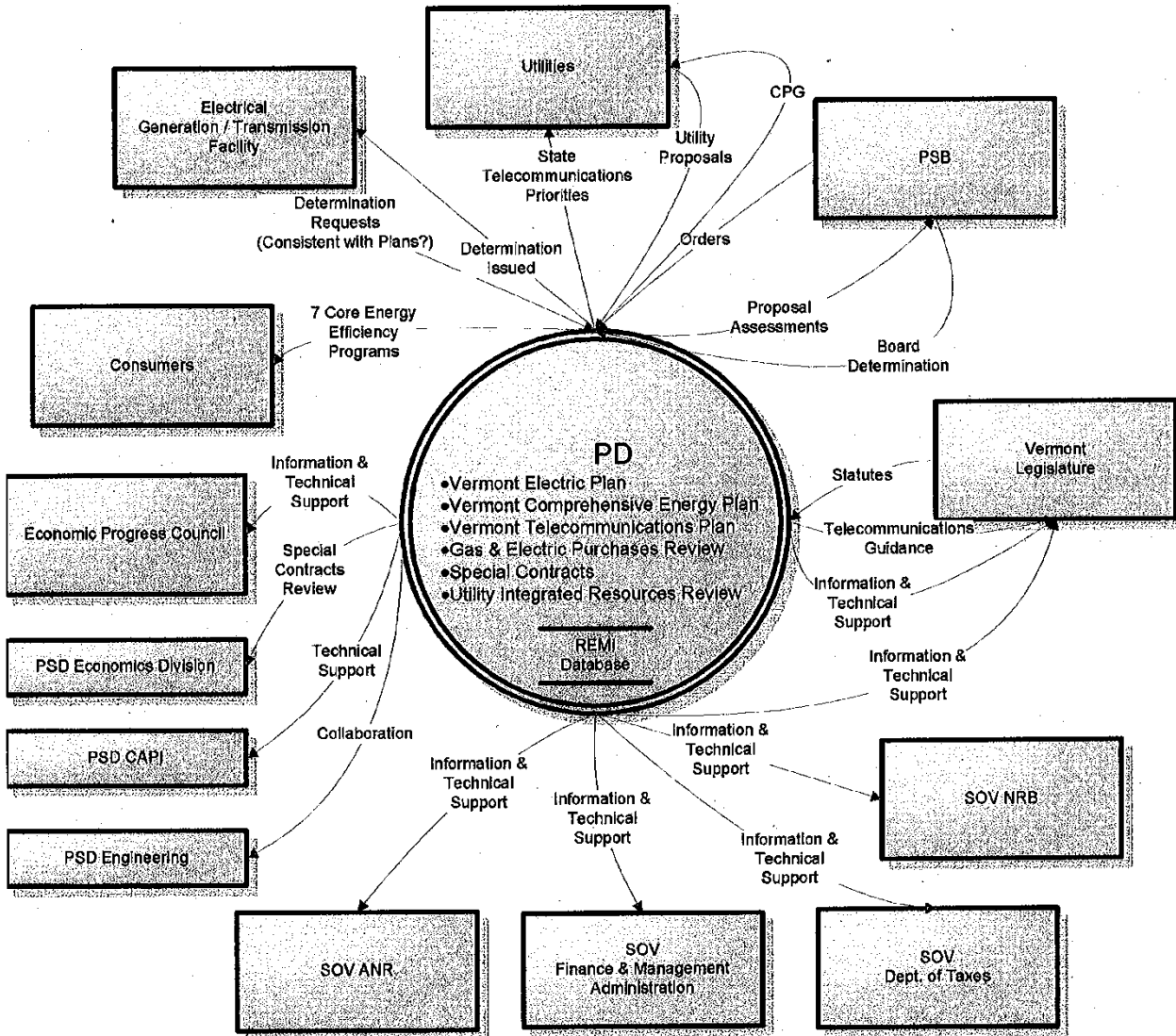
Page 2

Finance & Economics Context Diagram

Wednesday, July 18, 2007



Planning Context Diagram Wednesday, July 18, 2007



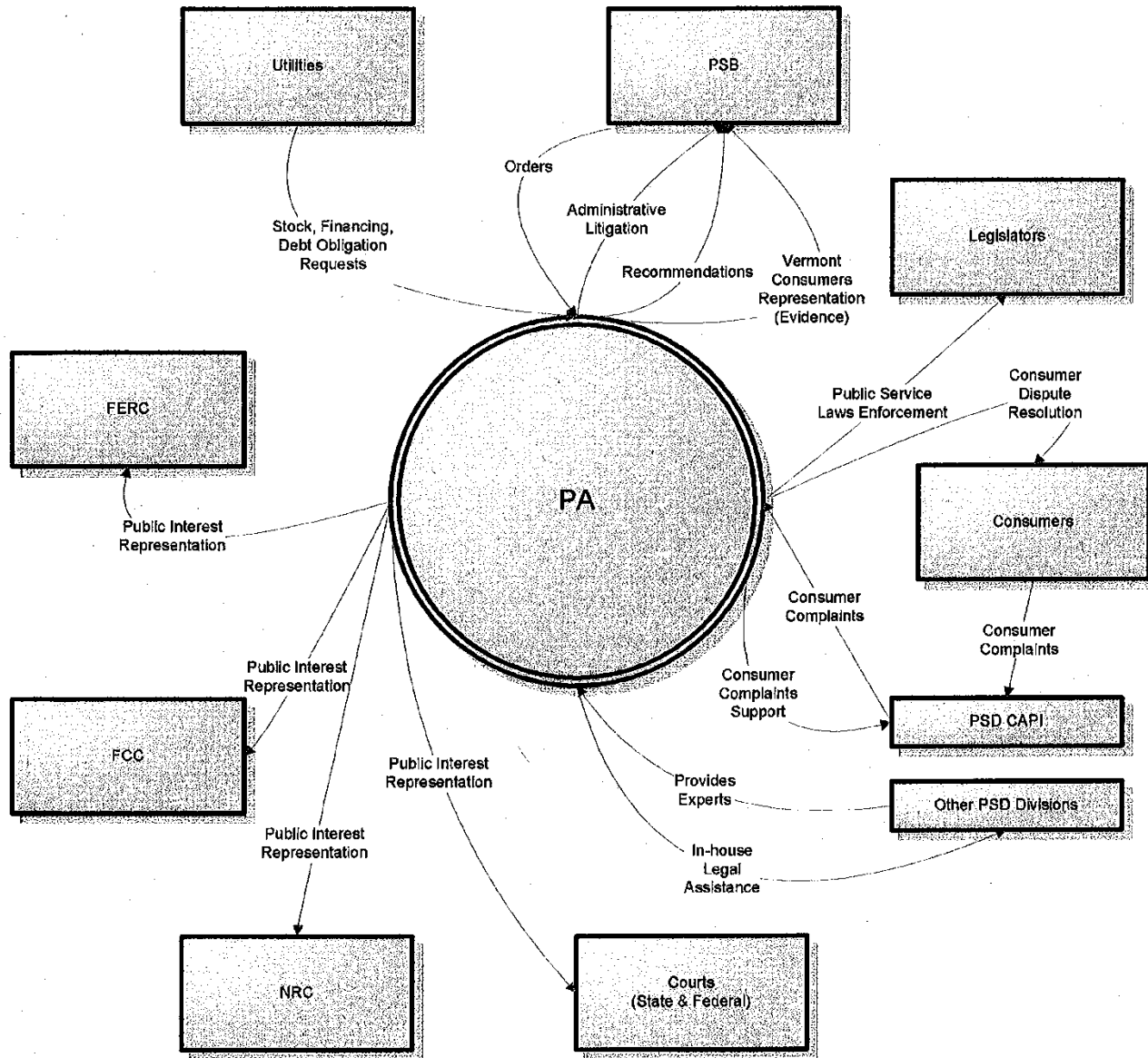
Note:

Need to validate processes

Public Advocacy

Context Diagram

Wednesday, July 18, 2007



Note:

Need to validate processes

Page 6

Consumer Affairs & Public Information

Context Diagram

Wednesday, July 18, 2007

