

REQUEST FOR PROPOSAL

**Random Moment Time Study System and Services
Department of Children and Family Services**



File Number: R 28050 PP

Solicitation Number: 2244407

Proposal Opening Date: June 1, 2011

Proposal Opening Time: 10:00 A.M. (CT)

**State of Louisiana
Office of State Purchasing**

April 2011

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**REQUEST FOR PROPOSAL
FOR
Random Moment Time Study System and Services
Department of Children and Family Services**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Louisiana Department of Children and Family Services (DCFS) is responsible for developing and administering programs to meet the needs of the state's most vulnerable citizens, helping individuals, children and families to achieve safer and more independent lives. Services administered by DCFS include but are not limited to providing foster care and adoption services, child protection services, child support enforcement services, cash management and counseling services, education and training, child residential licensing and child care facilities licensing as well as providing low income households with food, temporary cash assistance and child care assistance. In providing these services, DCFS is firmly committed to the recognition and respect of basic human needs and civil rights of both consumers and employees.

To accomplish the Department's mission of building a stronger Louisiana by guiding Louisiana's children, individuals and families to independence and safety, the department relies on approximately 4300 employees of which approximately 3600 are housed in some 100 or so field office locations across the state. Of those employees participating in the time study pool for cost allocation purposes approximately 900 Child Welfare workers are sampled using a current version of WebRMS and approximately 950 Family Services workers are sampled by way of a manual process. Approximately 50 employees to be sampled are participating in a telecommuting/work-from-home pilot program that is expected to be expanded to full implementation involving a minimum of 300 sampled employees who will be either telecommuters working from home or roving workers who are likely to participate in the sampling process while in a mobile status working from a community partner site.

The Department currently operates two distinctly separate systems that transitioned from our previous operating structure where staff worked exclusively in one program or another, Public Assistance or Child Welfare. DCFS is rapidly evolving to an operating structure and WEB-based information system that will allow employees to work across traditional programmatic designations as common documentation and activities exist among the programs or as the clients needs may dictate. Many employees will no longer be housed in traditional office facilities. The current systems utilized by DCFS for RMTS are not aligned to our restructured Department-wide operating model and no longer efficiently capture, report and analyze time spent by workers among various programmatic activities.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C, from bona fide, qualified proposers who are interested in providing a Random Moment Time Study (RMTS) software system and related services by August 1, 2011 and thereafter. The new system must be Web-Based with a capability to interface through the DCFS Web-Based Portal to workers and require little or no maintenance on the part of the State or DCFS.

1.1.2 Goals and Objectives

The Department of Children and Family Services desires to maximize its direct and indirect revenue from existing critical Federal funding streams. The ultimate goal is to continue to maximize Federal revenue to

the Department, via existing and any new Federal sources, while at the same time ensuring compliance with all pertinent Federal and State laws and regulations. DCFS is seeking to procure the services of a qualified provider of Random Moment Time Study Services for Cost Allocation purposes. The Department does not possess the technical expertise necessary to define the specific schedule of activities and/or services that will satisfy our need; hence we are seeking a provider who is experienced in developing solutions as well as assisting with implementation while training DCFS in an effort to cultivate internal capacity.

The selected SaaS (Software as a Service) Contractor will:

- A) Administer the Random Moment Time Study process. This will include, but not limited to, selecting the statistical sample of workers to be surveyed, preparing and distributing the survey electronically, and entering the completed survey into a computer application that will summarize the results for use in the Cost Allocation management.
- B) Provide technical assistance in ensuring compliance with existing and proposed laws, regulations and contracts and maximizing Federal revenue and minimizing State costs.
- C) Prepare and update process documentation and manuals.
- D) Develop and conduct training for Department staff.
- E) Work collectively with Department staff to develop and enhance techniques to monitor the effectiveness of the RMTS system as a result of changes in related financial and operational processes.
- F) Provide quality assurance services via review of sample data to ensure accuracy. The size of this sample and nature of the review will be determined in consultation with the Department staff and will be adjusted as needed.
- G) Organize and conduct a complete and orderly transfer of fully operational Random Moment Time Survey System to either DCFS itself or a new contractor selected by the Department at the end of the contract at no cost to the Department.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements per RS: 39:1556(24).
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. CW – Child Welfare

J. DCFS – Louisiana Department of Children and Family Services

K. ES – Economic Stability & Self Sufficiency

L. SaaS- The software as a service model is a way of providing the same software to different customers via a network, usually the Internet. The software is not hosted on the customers' individual computers and the contractor is responsible for the creation, updating, and maintenance of software. Customers buy a subscription to access it, which includes a separate license, or seat, for each person that will use the software.

M. RMTS- Random Moment Time Study

N. RMS- Random Moment Sample

O. RFP – Request for Proposal

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	April 19, 2011	
2. Pre-Proposal Conference	NOT REQUIRED FOR THIS RFP	
3. Deadline to receive written inquiries	May 13, 2011	
4. Deadline to answer written inquiries	May 20, 2011	
5. Proposal Opening Date (<i>deadline for submitting proposals</i>)	June 1, 2011	10:00 am
6. Oral discussions with proposers, if applicable	To be scheduled	
7. Notice of Intent to Award to be mailed	To be scheduled	
8. Contract Initiation	To be scheduled	

NOTE: The State of Louisiana reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

X **Proposal Name:** Random Moment Time Study System and Services
X **File Number:** R 28050 PP
X **Solicitation Number:** 2244407
X **Proposal Opening Date:** June 1, 2011 @ 10:00 A.M. (CT)

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Purchasing
P. O. Box 94095
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Purchasing
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: R. S. 39:1594(C)(4) requires evidence of authority to sign and submit proposals to the State of Louisiana. Please indicate in the Cover Letter which of the following applies to the signer of this proposal.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendam as reflected in the most current

partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Office of State Purchasing before contract award.**

2. The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by the corporate resolution or certification as to corporate principal. **If this applies a copy of the resolution or certification must be attached to the Cover Letter.**
3. The proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Purchasing before contract award.**
4. The signer of the proposal has been designated by the proposer as authorized to submit proposals on the proposer's vendor registration on file with the Office of State Purchasing.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with Attachment I. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State. Each proposer shall submit only one Cost Proposal in a separate sealed envelope.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. 4 additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should

clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP

1.7.2 Proposer Inquiry Periods

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Tiffany Peterson
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: tiffany.peterson@la.gov

Phone: (225) 342-8025/ Fax: (225) 342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

Vendor self-enrollment in LaPAC was disabled November 15, 2010. All vendors are to now register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portals/anonymous?quest user=self_reg and help scripts are available on OSP website under vendor center at <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

1.8 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.10 Performance Bond

NOT REQUIRED FOR THIS RFP

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Office of State Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.16 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment 5 of this RFP and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with RS: 39:1671, to the Director of State Purchasing, within fourteen days of the award/intent to award.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Purchasing. Contact may be made by phone at (225) 342-8025 or E-mail to tiffany.peterson@la.gov.

1.30 Insurance Requirements

NOT REQUIRED FOR THIS RFP

1.31 Subcontractor Insurance

NOT REQUIRED FOR THIS RFP

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or

(iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.34 Payment for Services

DCFS shall pay Contractor in accordance with the Pricing Schedule set forth in the contract. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, using department and product purchased. A detailed listing of the specific items of work delivered in the period covered by the invoice along with the associated costs is to be provided with the invoices. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 Termination of the Contract for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

1.37 No Guarantee of Quantities

NOT REQUIRED FOR THIS RFP

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of the Department of Children and Family Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

1.48 No Surreptitious Code Warranty.

Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

DCFS is in need of a SaaS contractor that can provide the following:

- A) A Commercial off the Shelf (COTS) user-friendly WEB-based software system that can facilitate a random moment sampling program to be used in a federally approved cost allocation program in accordance with OMB Circular A-87 requirements.
- B) An off-the-shelf software system that requires minimal configuration and the contractor must provide same, if necessary, to meet the Agency needs.
- C) System hosting on the contractors' server accessible to the Department with a password via Internet connection (or equivalent).
- D) Capability to have the system effectively up and running by August 1, 2011 for pilot and impact analysis purposes.
- E) Support to initially load population data into the system, and must provide training for applicable DCFS staff.
- F) System support and maintenance.
- G) Robust routine monthly and quarterly reporting.
- H) Technical, operational and administrative assistance to staff managing the cost allocation function of the department.

The Department of Children and Family Services is seeking a 100% hosted WEB-based Random Moment Sampling (RMTS) system. The contractor will be required to provide and implement a new RMTS system that meets the minimum system requirements by the federal Department of Health and Human Services - Division of Cost Allocation including the validation of any sample reply by inclusion of all required data in a response in order for that response to be submitted. The system must also be compatible with the Department of Children and Family Services' existing software and hardware currently in use Department-wide.

DCFS intends to replace our existing RMTS software and manual processes with a comprehensive new system that will require minimal maintenance and support. DCFS requires a Commercial Off-the-Shelf system that can be configured, if necessary, to meet the Agency's needs. The software and data would ideally reside on the contractor's IT infrastructure and be accessed via an Internet connection. The single system supporting two separate time studies that can allow workers to move from one pool to another should guide workers through a menu driven decision tree. The system must be capable of selecting quarterly random moment samples from a population of DCFS employees with varying work schedules and locations. The system must be capable of notifying workers when they are required to provide a sample response and to remind them when they have not done so. This system must reduce the time study error rate by allowing only valid entries. The system must be able to aggregate and manipulate response data. The system must be able to generate and print reports using multiple sorting requests (e.g. location, position type, division, activity, etc.) and must be capable of creating quarterly reports of sampling results exportable as electronic files in Microsoft Excel format. The system must provide end of quarter reports with sampling results by program and activity for use in DCFS' cost allocation process. The system must maintain historical data and provide comparative analyses reports.

Minimum System Requirements:

In order for the Proposer's proposal to be considered responsive, the proposed RMTS system solution must meet the following minimum system requirements:

Features / Functionality

1. Support and Maintenance including the preparation, administration, operation, tallying and reporting of RMTS on a quarterly basis.
2. Customized e-mail/RMTS application for the State of Louisiana participants.
3. The SaaS shall provide for the following features:
 - Participant cost pool configurations.
 - Programs, activities and detailed descriptions of each configured in Excel.
 - Cost pools and program Excel sheets loaded to the RMTS service via web browser.
 - Random Moment Sampling (RMS) services that generate a random schedule according to DCFS provided dates, work schedules, agreed upon number of samples and validation rates.
 - When RMS schedule is active, alerts are sent to participants via e-mail.
 - Sampled individuals click on e-mail link to access the data collection web site and record their activities.
 - Administrator manages sampling progress in real time, generates reports as required, validates and/or corrects data and can export/download all data at any time.

Administration / Support / Training / Retention

1. Provide administrative/monitoring tools for the DCFS coordinators and Division administrators that help the users to:
 - Monitor and review time study results.
 - View survey code definitions.
 - Manage cost pool data including, but not limited to exporting reports to Excel.
 - View training information that includes training expiration dates and the names of participants who have been and need to be trained
2. Provide technical assistance during the weekday hours of 8:00 am and 4:30 pm CST and 24/7 access to reports and data.
3. Emergency service phone number or voice mail contact if access to the server is disrupted during weekends or evenings.
4. Determine the necessary sample configuration to produce the required confidence level and randomly select the staff that will be surveyed. Must include an oversample since not all samples will be returned.

5. Provide overview and specific training sessions for the Department's RMTS and IT administrators, written user manuals and an online module version of the training manual.
6. Conduct one week long Implementation Test to ensure the host environment or server software is operating as intended. The Implementation Test will include random sample generation and creating the summary reports to be used in the quarterly implementation of the RMTS for Child Welfare and Economic Stability & Self Sufficiency workers. In addition, the contractor will coordinate with departmental staff to create customized reports for each division as determined necessary by the program staff.
7. Conduct a one-month long pilot with analysis and modify or refine sampling process based upon pilot as determined by departmental staff.
8. Provide a separate process for validating a 10% subsample of responses.
9. Provide assistance to DCFS in resolving any state or federal compliance or fiscal issues related to the resulting contract.
10. The records retention schedule will be five (5) years. All electronic records generated through the RMTS process will need to be stored by the contractor for five (5) years. These records will also need to be retrievable at any time during that five (5) year cycle by DCFS representatives.

Additional System Requirements

1. 100% WEB-based interaction. Software will not elevate permissions on client desktop on any interaction with software modules.
2. Software will be fully functional and compatible with Microsoft Windows XP and Vista, Microsoft Internet Explorer 5.5, 6.0, 7.0, and Microsoft Exchange client 2003 and 2007. Reports will be compatible with Office 2003, 2007.
3. Patch management will be provided by the contractor to allow all clients interacting with system to remain fully patched as defined by the current Microsoft's automatic update.
4. System containing resident data will have audit log tracking available and audit information archived five years from the event. The log will contain all system login information.
5. Account and Password maintenance will be fully manageable by DCFS IT and RMTS coordinators and Division administrators which the audit log will capture.
6. Each instance of the program operated by the state will be completely separate in terms of Use, Management and Reporting.

Project Reporting

The contractor will be responsible for producing and delivering periodic status reports to DCFS staff. The contractor will be responsible for producing periodic progress reports that detail what has been accomplished, as well as summarize the next two weeks scheduled work. This may be accomplished by providing updated work plans and schedules to DCFS Staff. The periods for the reporting status and progress reports shall be determined at project start.

Response Time

Response time, in regards to actual seconds required to complete tasks on the system, shall be comparable to other web based applications. That is to say, the completed product should be no less responsive than www.microsoft.com when accessed by a standard DCFS desktop computer residing on the DCFS system server.

Password Policy

Interaction with the system, such as sample response or administration, will require password authentication or secure encryption.

To meet the minimum system evidence requirements, Proposers must provide within their proposal evidence that their proposed system solution meets all of the above stated minimum system requirements. Proposers must include a comprehensive narrative description and a screen print that demonstrates how their proposed RMTS system meets the above minimum system requirements listed and the attached RMTS System Specifications Matrix. A Proposers failure to provide complete system evidence requirements with their proposal may cause the proposal to be considered non-responsive and the proposal will be rejected.

Other

Proposer's response must include a separate price proposal for the first year of the software license fee. The price proposal for at least three subsequent year's license fees shall be shown separately.

The price proposal for any consulting services to install the system and train employees shall be separately identified from the software license fee costs.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about July 15, 2011 and shall be for a period of twelve (12) months.

DCFS expects the new RMTS system to be in service for the quarter beginning October 1, 2011. Training and initialization of the new system is expected to take place in August of 2011. At the option of the State of Louisiana and acceptance by the Contractor, the contract may be extended for three (3) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed forty-eight (48) months.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Attachment “_1_”. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

The contractor will be required to provide the following deliverables:

Project Implementation

Implement 100% hosted WEB-based RMTS system based upon minimum system requirements provided in this RFP document. Guaranteed continuous power and redundant high-speed data connections are required in order to assure constant availability of the system. The Department intends to impose financial penalties equal to the contracted rate per day for lack of availability extending beyond 72 hours.

Project Administration

1. Provide Technical Assistance during the weekday hours of 8:00 am to 4:30 pm CST and 24/7 access to reports and data.
2. Provide Emergency service phone number or voice mail contact if access to the server is disrupted during weekends or evenings.
3. Provide overview and the following specific training sessions for the Department's RMTS and IT administrators with written user manuals and an online module version of the training manual.
 - One (1) overview training session and materials for thirty (30) Child Welfare (CW) and Public Assistance Programs Administrators (known within DCFS as Economic Stability & Self Sufficiency (ES)) and managers
 - One (1) specific training session for CW workers
 - One (1) specific training session for ES workers
 - One train the trainer session and manuals for five (5) CW trainers
 - One train the trainer session and manuals for five (5) ES trainers
4. Conduct one-week RMTS Implementation Test with the Department's IT & Cost Allocation staff
5. Conduct one-month pilot implementation and comparative impact analysis with system adjustments if necessary prior to full project implementation within the first quarter of operation.
6. Provide government compliance/fiscal issues assistance, as necessary.
7. Provide five (5) year RMTS electronic records retention service, which will be retrievable at any time during that five (5) year cycle by DCFS representatives.

Project Management

The contractor must provide five hard copies and three electronic disk copies of the Project Management Plan which, at a minimum, must contain:

- Name of Project Manager and project management tool being used.
- Risk Management Plan
- Project Work Plan
- Configuration Management Plan (should address Configuration Identification, Change Control, and a Method for Accounting for Changes)

- Change Management and Change Request Procedures
- Back-up and Disaster Recovery Plan
- Problem Resolution Terms – including fees, format, guaranteed response time and mean time-to-repair
- Plan for formal Project Closure Meeting.

Project Reporting

Produce periodic progress reports that detail what has been accomplished and or that provide the results of each month's study.

2.5 Location

Web-Based RMTS software must be capable of being accessed using standard personal computers. Some training and technical assistance work may be conducted at the DCFS offices and other work will be performed at a Contractor provided site. The Contractor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices per the schedule furnished in Attachment _1_, as well as other potential charges (if any) for proposed services associated with any contract resulting from the RFP that you wish the State to consider. Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. **Submit only one Cost Proposal in a separate, sealed envelope.**

2.6.2 Technical

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, proposers must follow the format set out in section 1.5 of this solicitation and provide all information requested including a table of contents. Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- **Introduction (Cover Letter)**
Proposers should provide comprehensive narrative statements as described in Section 1.5.A. above.
- **System Requirements (Proposed Solution/Technical Response)**
Proposers should provide comprehensive narrative descriptions and screen prints that demonstrate how their proposed RMTS system meets or exceeds each of the minimum systems requirements listed in Section 2.1 of this RFP and in the attached Specifications Matrix.

- **Management Plan for the Project (Project Schedule)**

Proposers should provide comprehensive narrative statements that set out the management plans they intend to follow and illustrate how the plans will serve to accomplish the work and meet the state's project requirements and schedule.

- **Experience and Qualifications**

Minimum prior experience requirements:

- At least two (2) years experience with random moment time study applications.
- At least three (3) years of experience in the successful operation of hosted web-native software applications.
- At least 3 years experience with implementing random moment time study applications under the requirements of OMB Circular A-87.
- Demonstrated experience working with government departments and the regulatory environment as evidenced by a list of government clients with letters of reference and/or recommendation.

Proposers should provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. Proposers must include information as to financial stability. Proposers 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 following information about each person listed: (a) title, (b) resume, (c) location(s) where work will be performed, (d) itemize the total cost and the number of estimated hours for each individual named above.

While the hours for each individual will appear in the proposal, the cost associated with them will not. **No portion of the Cost Proposal shall be included within the body of the proposal.**

Any other information deemed pertinent by the Proposer should be incorporated into the technical proposal section including terms and conditions which the Proposer wishes the State to consider.

PART III: EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award. THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100.

3.1 Financial Proposal (*Value of 50 pts.*)

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the price schedule furnished in Attachment 1. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in this section.

A proposer's base cost score will be based on the cost information provided in Attachment 1 and computed as follows:

$$BCS = (LPC/PC \times 50)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

3.2 Technical Proposal (*Value of 50 Points*)

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the proposer identified pertinent issues and potential problems related to the project?
- [c] To what degree has the proposer demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the proposer demonstrated an understanding of the state's time schedule and can meet it?

System Requirements (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] To what extent does the proposed system exceed the system features, functionalities and requirements listed in Section 2.1 and the attached Specifications Matrix?
- [b] How completely and clearly has the proposer addressed project implementation and testing?
- [c] How well does the proposed system match or exceed the objectives set out in the RFP?

Management Plan for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] To what extent are the Management Plans practical and feasible?
- [b] How well do the management plans support all of the project requirements and logically lead to the deliverables required in the RFP?
- [c] How well is accountability completely and clearly defined?
- [d] Is the organization of the project team clear?
- [e] How well do the management plans illustrate the lines of authority and communication?
- [f] To what extent does the Proposer propose a sound methodology for tracking milestones, deliverables, and tasks?
- [g] To what extent has the proposer identified potential problems?

Experience and Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] To what extent do key personnel, assigned to the project, have the applicable experience with random moment time study applications?
- [b] To what extent are resumes complete and do the resumes demonstrate the applicable experience that would be desirable for completion of deliverables and project requirements?

Questions regarding the firm:

- [c] How well has the proposer demonstrated experience in completing similar projects on time and within budget?
- [d] To what extent does the proposer's firm have the required resources and infrastructure to complete the project on time and within budget?
- [e] To what extent has the proposer's firm demonstrated experience working with government departments and the regulatory environment in which it operates?

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Performance requirements will not be evaluated as a part of this RFP but any resulting contract will include performance indicators and requirements upon which payments will be predicated and will include:

- Selecting statistical samples, preparation and distribution of surveys, data aggregation and routine reporting
- Preparing and routinely updating the process documentation and operational manuals
- Developing and conducting of training modules
- Developing and enhancing monitoring techniques
- Reviewing sampled data for quality assurance and adjusting sample sizes and nature as needed to assure accuracy
- Organizing and conducting an orderly transition at the end of the contractual agreement

4.2 Performance Measurement/Evaluation

Performance indicators will be finalized based on the solutions proposed and the final contracted scope of work that result there from. Performance will be monitored by the Contract Monitor and will be based on the following criteria:

- Successful and satisfactory provision and installation of the COTS solution including any necessary customization
- Uninterrupted hosting of the web-based RMTS solution
- Routine monthly and quarterly reporting by program and activity
- Successful completion of scheduled training activities
- Satisfactory provision of technical, operational and administrative assistance

Cost Proposal for Random Moment Sampling System

Solicitation #: _____

Proposer _____

Proposers must complete all portions of the cost proposal. Failure to do so will result in the proposal being declared non-responsive and rejected. **Proposers must submit a detailed line item cost description in addition to this page with their proposal.** Failure to do so will result in the proposal being rejected as non-responsive.

Submit only one Cost Proposal in a separate sealed envelope. No portion of the Cost Proposal shall be included within the body of the proposal.

Period	Software License Fee	Other Services	Total
Year One (1)	\$	\$	\$
Year Two (2)	\$	\$	\$
Year Three(3)	\$	\$	\$
Year Four (4)	\$	\$	\$
Total	\$	\$	\$

RTMS SYSTEM SPECIFICATIONS MATRIX Solicitation # _____	<i><u>This page must be submitted with proposal.</u></i>
CONTRACTOR NAME:	CONTRACTOR'S RESPONSE: DESCRIBE THE FOLLOWING
General	
1. Delivery Model:	
2. Version # :	
3. Next Release:	
4. Number of Users:	
5. Application Response Time:	
System Requirements: Describe the following	
1. Database:	
2. Programming Language:	
3. User PC Requirements: - Web Browser: i.e., 5.5 or higher - Microsoft Excel 2000 or later	
4. Operating System:	
5. 100% Hosted Web-based Application:	
6. Response Timing:	
SECURITY	
1. Audit Trail Y/N	
2. Password Protected Logon or secure encryption Y/N	
3. Automated Timeout of Inactive Sessions Y/N	
4. 128-bit AES Encryption - <i>minimum</i> Y/N	
5. Automated Data Backup Y/N	

CHECKLIST

IMPORTANT NOTE TO PROPOSER: This checklist is provided to assist proposers and the Procurement Officer in addressing and/or locating specific requirements identified in the RFP for the proposer's proposal. **Proposers are to complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Proposer: _____ Solicitation # _____

1. Proposer shows evidence of ability to meet work schedule identified in Section 2.

Evidence is provided on page # ____.

2. Per Section 2.2 proposer demonstrates an ability to begin work as soon as July 15, 2011 upon contract award and to have the system operational during the quarter beginning October 2011.

Evidence is provided on page # ____.

3. Per Section 2.6.2 signature of individual authorized to bind the proposer to provisions of RFP.

Evidence is provided on page # ____.

4. Per section 2.6.2, evidence that the proposer meets the minimum prior experience requirements.

- At least two (2) years experience with random moment time study applications.
- The Proposer's firm has three (3) years of experience in the successful operation of hosted web-native software applications.
- The Proposer's firm has 3 years experience with implementing random moment time study applications, under the requirements of OMB Circular A-87.
- The Proposer's firm has demonstrated experience working with government departments and the regulatory environment in which it operates and has submitted a list of government clients with letters of reference and/or recommendation.

Evidence is provided on page # ____.

5. Per Section 2.1 and Attachment # 2 (Specifications Matrix) written evidence of meeting minimum system requirements. Specifications Matrix completed and submitted with proposal.

Evidence is provided on page # ____.

6. Per 2.6.2 has the proposer provided an organization chart specific to the project?

Evidence is provided on page # ____.

7, Per Section 2.6.1 has the proposer submitted only one copy of the Cost Proposal in a separate, sealed envelope?

Evidence is provided on page # ____.

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA

PARISH OF _____

File No. _____
(or solicitation #)

CONTRACT

Be it known, that effective upon approval by the Director of State Purchasing, as evidenced by the Director's signature on this document, the (Agency Name) (hereinafter sometimes referred to as "State") and (Contractor's name and legal address including zip code) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

PAYMENT TERMS

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____ of the RFP).*

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted

(e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this _____ day of _____, 20____, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

THUS DONE AND SIGNED AT _____ on this _____ day of _____, 20____, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title: _____

Phone No.: _____

Approved by:

Director of State Purchasing

Date: _____