

REQUEST FOR OFFERS # 452-0-0204

FOR

LITIGATION CASE MANAGEMENT SOFTWARE

STATE OF TEXAS
DEPARTMENT OF LICENSING AND REGULATION
920 Colorado Street
Austin, Texas 78701

September 1, 2009

Request for Offers for Litigation Case Management Software

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To: Qualified Vendors

From: Texas Department of Licensing and Regulation

Re: Request for Offers No. 452-0-0204 for Litigation Case Management Software

1. Purpose

The purpose of this Request for Offer (RFO) is to solicit offers from potential Vendors to provide litigation case management software to include multiple integrated components for investigations, case intake, case assignment with load balancing & flexible business rules, event management, integrated email, document management, self provisioning administrative functions, security, and report modules.

As a result of this RFO, the Texas Department of Licensing & Regulation (TDLR or the Agency) expects to receive and evaluate offers, and select one or more qualified Vendors with whom to enter into negotiations. Section 3 contains more information about the software functionalities. The agency reserves the right to award more than one contract or no contract from this RFO. All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any business.

2. Background

TDLR exercises regulatory oversight of twenty-nine (29) diverse business and industry groups with over 140 license types. The case management system will be used by investigators, prosecutors, and legal assistants to track investigations and prosecute enforcement proceedings concerning the regulated business and industry groups. The software will also be used to track post-hearing compliance with agency final orders for agreed to and contested case orders. In addition, the software will also track and process cases on appeal, cases referred to the Office of the Attorney General and cases referred to an outside collection agency.

The desired functionality of each module is identified in Section 3. TDLR specifically reserves the discretion and authority to award one or more Contract(s) as a result of the issuance of this RFO. TDLR shall not pay any costs or other amounts incurred by any entity in responding to this RFO or prior to the effective date of any Contract resulting from it. TDLR reserves the right, in its sole discretion, to reject any or all submitted offers.

3. Software Functionality

At a minimum, the software must include integrated modules for case management, event management, integrated workflow/business rules/load balancing, integrated email, document management, self provisioning administrative functions, security, and reporting with the following demonstrated desired functionalities.

A. Desired Functionalities:

- **Case Management**
 - User dashboard to include new and current assignments by type and age including age held by previous staff. New and current assignments clearly distinguished by color or other designation.

- Periodic email notification – or include on user dashboard – changes in caseload metrics, e.g., caseload grew by X cases or decreased by X cases.
- After case assigned predefined number of days, age data turns color; system sends email to user listing cases meeting age criteria or similar notifications/alerts triggered.
- Database continually monitored and automatic aging data emailed to designated staff.
- Identify and track related companion cases.
- Mandatory case assignment (all cases accounted for) to ensure each case in system is staffed at each stage within lifecycle.
- Ability to assign/reassign cases individually or in batches.
- Duplicate case materials including all documents, notes and media with option to assign different case numbers, case types, subtypes, and staffing.
- All data fields searchable.
- User defined fields to identify cases by source of complaint (consumer, department etc), manner complaints transmitted (fax, mail, online system, e-mail, etc) with ability to store multiple addresses by contact type, such as, by complainant, respondent, building owner, registered agent, witnesses or attorney, with designated multiple mailing addresses.
- TDLR defined complaint numbering system.
- Fields to include license number, license type, issue date and expiration date – single case may have multiple license types, etc.
- Option to reopen closed cases without duplicating data.
- Log all activity by user, type and date.
- Track compliance with Commission Orders, e.g., payment of penalties, completion of continuing education, or other special condition.
- Referral of case to other TDLR divisions.
- **Event Management**
 - Log and track all actions taken on a case by individual, – “history” – received, open, transfer, investigation complete, NOAV issued, case closed, agreed order prepared, Commission meeting action, etc. – including date and name of person initiating the action.
 - Ability to add comments for all entries.
 - Place to enter narrative description of statement taken from each involved person: complainant, respondent, witnesses.
 - Log and segregate activity by lifecycle, i.e., intake, investigations, prosecution, etc.
- **Integrated Workflow/Business Rules/Load Balancing**
 - Assign priority status to designated complaints and alert staff of priority status.
 - Flexibility to change the program prior to investigation being opened but prevent a change in status after the investigation is opened.
 - Creation of workgroups reporting to team leader.
 - Make dual case assignments, e.g., if x assigned then assign y.
 - Transfer case to assigned staff with comments/instructions appearing on dashboard.
 - Ability to queue case data, assign tracking number and process without aging the case.
 - Track staff time processing queued case data.
 - Transfer case data from queue to initiate investigation/enforcement proceeding and start aging process.
 - Require approval to move case from processing queue to automatic assignment module.
 - Automatically assign cases to investigator/prosecutor based on existing caseload using point system with flexibility to limit assignments to individuals and override system for special assignments.

- Integrated tickler system to work with GroupWise calendar.
- **Integrated Email**
 - Compatible with GroupWise email and calendar.
 - Image email from GroupWise directly into case file – without printing and scanning.
 - Track responses to email and notify if no response in x days.
- **Document Management**
 - Create, edit and manage document templates.
 - Customize documents produced from templates.
 - Retain draft documents and delete on mailing of final version.
 - Designate documents requiring approval by team leader before system will allow occurrence of a specific designated action.
 - Image final documents to file.
 - Attach all document and media formats to file.
 - Email, print or fax imaged documents and print screens from desktop.
 - Ability to print address and file labels from information entered, using Dymo labels.
- **Self Provisioning Administrative Functions**
 - Add case types, subtypes, and disposition codes.
 - Assign multiple case types or subtypes, and disposition codes.
 - Create, modify and delete workgroups.
 - Administrative function to delete or merge duplicated data files.
- **Security**
 - Designate individual or group rights to open, transfer, close cases, provide read only access.
 - Create fields to enter and restrict access to confidential information requiring special access to view and print.
- **Reports**
 - Standard and customized reports based all on searchable fields, including drop down menu items.
 - Number complaints, investigations, hearings, staff assignments, period, type, subtype, age, and disposition codes.
 - All other database metrics.
 - Create investigative reports to include field name, content and print printable documents as report attachments, with a list of nonprintable media.
- **Data integration**
 - Using the schema in Attachment 1 transfer existing data files into case management system.

B. Value Added Functionalities:

Additional consideration will be given to software demonstrating value added functionalities exceeding the desired functionalities described above. Value added points will only be awarded if the vendors specifically describes the value added functionalities with sufficient specificity to prove the features are in addition to the desired functionalities and not merely duplicative.

All offers must include a detailed listing of the Respondent's experience in providing the requested software and related data integration services, as required by Exhibit C. All respondents must also include detailed resumes of all personnel who will provide the data integration services under the Contract. All respondents must identify any personnel who will provide services under or have a financial interest in the Contract or who are current or former TDLR employees.

The proposal must also set forth the expected time frame for accomplishing the services of the type requested, supported by a detailed work plan for data integration.

C. Required Platforms:

Microsoft Windows Server as the operating system and Microsoft SQL Server as the database platform.

4. Schedule of Events

TDLR anticipates that the selection of a vendor and execution of a Contract will proceed according to the following approximate schedule:

September 1, 2009	- Issuance of RFO (after 10:00 a.m. CTZ)
September 7, 2009	- Deadline for Submission of Non-Mandatory Letters of Intent and Questions (2:00 p.m. CTZ)
September 21, 2009	- Electronic Posting of Official Response to Questions (or as soon thereafter as practical)
September 28, 2009	- Pre Offer Conference
October 5, 2009	- Deadline for Submission of Offers (2:00 p.m. CTZ) (Late offers will not be considered)
October 19, 2009	- Software Demonstration Day for Finalists
October 26, 2009	- Contract Execution (or as soon thereafter as practical)
November 1, 2009	- Product delivery and commencement of work (or as soon thereafter as practical)

The above dates are subject to change. Notices of changes to items directly impacting the original RFO or proposal process will be posted on the Electronic State Business Daily located at: <http://esbd.cpa.state.tx.us>.

5. Contract and Evaluation Criteria

The Contract shall contain TDLR's standard contract terms and conditions for these services. All respondents, if any, should review those terms and conditions with legal counsel prior to submitting a proposal. This RFO shall be incorporated into and form part of the Contract and shall control over conflicting language in the respondent's proposal. Offers submitted in response to this RFO will be evaluated under the criteria and weights set forth in Exhibit E of this RFO.

6. Offer Content

Offers must be organized according to, and include all of the information, described in Exhibit C of this RFO. Offers without all of this information may be disqualified; however, TDLR reserves the right, in its sole discretion, to waive minor technicalities and errors in the best interests of TDLR and the State.

7. Deadline for Offers; Issuing Office

For purposes of this RFO, offers and correspondence must be submitted to the Purchasing Office, attention: Ben Delamater, Senior Purchaser, 920 Colorado Street, Austin, Texas 78701. To be considered, offers must be received in the Purchasing Department by 2:00 p.m. (CTZ), October 5, 2009. One (1) original of the Offer, ten (10) paper copies of the Offer, and one (1) electronic copy of the Offer in pdf format on a standard CD must be delivered to the Purchasing Office by the specified deadline. TDLR prefers hand or overnight delivery. Please indicate on the package face that the offers are for RFO **452-0-0204** due on October 5, 2009. Faxed or e-mailed responses are not acceptable. **TDLR will not consider offers from respondents that do not submit timely offers. Respondents are solely responsible for verifying TDLR's receipt of their offers by the deadlines specified above. Late offers will not be considered under any circumstances.**

Upon written request by TDLR prior to contract execution, Selected Vendor (and no other respondents) must provide to TDLR four (4) electronic copies of its complete offer. Selected Vendor shall deliver to TDLR a total of four (4) CDs with the following material prior to its execution on the Contract, if any, resulting from this RFO:

Two CDs, each containing a complete copy of the Selected Vendor's Offer in pdf format. A complete copy of the Offer includes all documents contained in the Offer submitted in response to this RFO including those documents with Selected Vendor's signature. These two identical CDs should be titled: "Complete copy of [Name of Selected Vendor]'s Offer. TDLR's RFO No. ____."

Two CDs, each containing a copy of Selected Vendor's Offer, which has excised, blacked out, or otherwise redacted information from its Offer that Selected Vendor considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Selected Vendor's Offer, such as social security numbers or e-mail addresses). Each CD shall also contain an Appendix for Selected Vendor's Offer which provides a cross reference for the location of each piece of material redacted by Selected Vendor and a general description of the redacted information. These two identical CDs should be titled "For Public Release: Redacted Version of [Name of Selected Vendor]'s Offer and Exhibits. TDLR's RFO No. 452-0-0204."

8. Contract Elements; Sample Contracts; Exceptions

The Contract between TDLR and Selected Vendor shall consist of a written contract for performance of all Services set forth in this RFO, together with any modifications thereto, and the successful proposal, together with any clarifications thereto that are submitted at the request of TDLR. In the event of any conflict or contradiction between or among these documents, the documents shall control in the order of precedence set forth in the **attached Sample Contract, Exhibit D to this RFO**. Specific exceptions to this general rule may be noted in the finally executed contract. The Contract may be amended only in writing and by mutual agreement of the parties.

The Contract will be based on the Sample Contract included as Exhibit D to this RFO and will incorporate the entire RFO. The Sample Contract includes standardized provisions and TDLR reserves the right, in its sole discretion, to recommend an award of the Contract without negotiation of these provisions or to modify the terms and conditions in the best interests of TDLR and the State of Texas.

Any exceptions to any RFO requirements, including, but not limited to, the guidelines and the terms and conditions included in the Sample Contract, must be specifically noted and explained by the respondent in the transmittal letter submitted with the proposal as a condition to becoming part of the Contract. Notwithstanding any exceptions or any other provision of any proposal to the contrary, Selected Vendor shall indemnify TDLR and the State, as specified in the Sample Contract. The State of Texas, TDLR, and their respective employees, officers, agents, and representatives, shall not indemnify Selected Vendor for any amount for any purpose, and any provisions to the contrary are void.

9. Disclosures; Conflicts of Interest

By submitting a proposal in response to this RFO, each respondent represents and warrants to TDLR that it and each of its subcontractors have the requisite resources and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of TDLR's objectives. Respondents that cannot make this representation and warranty should not respond to this RFO.

In its proposal, each respondent must disclose any existing or potential conflicts of interest or appearances of impropriety relative to respondent's (and its proposed subcontractors') selection as Selected Vendor or its performance of the Contract. Offers must list in chronological order all past, present and anticipated future

contractual, business, financial or personal relationships between respondent and TDLR and between respondent's proposed subcontractors and TDLR. For each item, respondent must provide a detailed explanation of why respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to respondent's selection as Selected Vendor or its performance of the Contract.

Other examples of potential conflicts of interest include, but are not limited to, an existing contractual, business, financial or personal relationship between respondent, its principals, employees, affiliates or subcontractors, and TDLR or any other entity or person involved in any way in the project. Similarly, any personal or business relationship between respondent, its principals, employees, affiliates or subcontractors, and any employee of TDLR or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict of interest or create the appearance of impropriety must be disclosed. Failure to disclose any such relationships or reveal personal relationships with state employees may be cause for contract termination. TDLR reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in proposal disqualification.

Each respondent must reveal any past or existing relationship between respondent, its principals, employees, affiliates or subcontractors, and any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. TDLR reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest. By submitting a proposal in response to this RFO, a respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Each respondent must also disclose any proposed personnel who are related to any current or former employees of TDLR or the State of Texas.

10. Written Questions

All questions concerning this RFO must be in writing and submitted in the Issuing Office set forth in Section 7 of this RFO no later than the date and time set forth in the Schedule of Events, Section 4 of this RFO. Questions must be faxed to 512-475-2854 or e-mailed to Ben@license.state.tx.us, Attn.: Ben Delamater, Senior Purchaser. On or before the date set forth in the Schedule of Events, TDLR expects to electronically post answers to written questions received by the deadline as a revision to the notice of the issuance of this RFO. This notice will be posted on the Electronic State Business Daily (<http://esbd.cpa.state.tx.us>).

11. Independent Contractor; Termination for Cause; Termination for Convenience

- 11.1** Selected Vendor shall serve as an independent contractor in providing services under the Contract. Selected Vendor's employees shall not be construed as employees of TDLR or the State of Texas.
- 11.2** TDLR reserves the right, in its sole discretion, to terminate such Contract on thirty (30) days written notice to Vendor. TDLR also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to Vendor if TDLR believes that the integrity of the agency is in jeopardy, or it is in the best interests of TDLR or the State to do so.
- 11.3** Upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and provider.
- 11.4** The continuation of the Contract beyond the biennium is subject to the availability of funds appropriated by the Texas Legislature.

12. Limitation on Authority; No Other Obligations

Selected Vendor shall have no authority to act for or on behalf of TDLR or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Selected Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of TDLR or the State of Texas.

13. No Liability on Termination; Right to Modify, Withdraw or Amend RFO

If any contract resulting from this RFO is terminated for any reason, neither TDLR nor the State of Texas shall be liable to Selected Vendor or any other entity or person for any damages, claims, losses, or any other amounts arising from or related to any such termination. TDLR reserves the right, in its sole discretion, to amend or modify any provision of this RFO, or to withdraw this RFO, at any time prior to the award of a Contract, if it is in the best interests of TDLR or the State to do so. The decision of TDLR, or its designee, shall be administratively final in this regard.

14. Property Rights

For purposes of this RFO and for any contract resulting from this RFO, the term “Work” is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services to be provided by the Selected Vendor. TDLR and Selected Vendor intend any contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Selected Vendor to be a work made for hire. In submitting a proposal in response to this RFO, Selected Vendor acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of TDLR.

If for any reason the Work would not be considered a work-for-hire under applicable law, Selected Vendor does hereby sell, assign, and transfer to TDLR, its successors and assigns, the entire right, title and interest in and to all copyright and other intellectual property rights in and to the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Selected Vendor agrees to execute all papers and to perform such other property rights, as TDLR may deem necessary to secure for TDLR or its designee the rights herein assigned.

Selected Vendor and Selected Vendor’s employees and subcontractors will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of TDLR.

No later than the first calendar day after the termination or expiration of any contract resulting from this RFO or at TDLR’s request, Selected Vendor will deliver to TDLR all completed, or partially completed, Work and any and all documentation or other products and results of the Services under such Contract. Failure to timely deliver such Work or any and all documentation or other products and results of the Services will be considered a material breach of the Contract. Selected Vendor will not make or retain any copies of the Work or any and all documentation or other products and results of the Services provided under such Contract without the prior written consent of TDLR.

15. Incorporation of Exhibits

Exhibits A, B, C, D, E, F, and G are attached hereto and incorporated for all purposes, as part of this RFO.

