



STATE OF MISSISSIPPI

Phil Bryant, Governor

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

Dr. David A. Chandler, Commissioner

Request for Proposal (RFP)

RFP Number: 17-004	RFP Response Due Date and Time: May 15, 2017, 3:00 p.m. Central Time
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RFP Advertisement: For the acquisition of a SaaS time management and attendance system for the Mississippi Department of Child Protection Services (MDCPS).

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Return <u>Sealed</u> Proposal to: Mississippi Department of Child Protection Services 700 North Street Jackson, MS 39202	Mark <u>Envelope/Label</u> with: RFP Number: 17-004 RFP Response Due Date: May 15, 2017 Attention: Debra Spell
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 <p>Direct Inquiries to: MDCPS Contact: Debra Spell Telephone: 601-359-2642 Email: debra.spell@mdcps.ms.gov</p>

Proposal Binding Signature and Contact Information

Vendor must provide the following information regarding the contact person the Mississippi Department of Child Protection Services, (MDCPS), should contact for questions and/or clarifications.

Name	Phone #
Address	Fax #
	E-mail

Subject to acceptance by MDCPS, the Vendor acknowledges that by submitting a proposal and signing in the space indicated below, that the Vendor and any subcontractors proposed are contractually obligated to comply with all items in this Request for Proposal (RFP), except those listed as exceptions on the Proposal Exception Form. If the *Proposal Exception Summary Form* is not included, the Vendor is indicating that the Vendor has no exception and acknowledges that Vendor will not be allowed to take exceptions after the submission of the proposal submitted in response to this RFP. The Vendor further certifies that the person below is authorized to bind the company for the products/services included in this proposal.

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

Tax I.D. #:

DUNS #:

BUSINESS ID# (Issued from Mississippi Secretary of State's Office (*Out-of-state corporations ONLY*)): _____

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1. Introduction and Overview

1.1. Purpose

Through the issuance of RFP No. 17-004, the Mississippi Department of Child Protection Services (MDCPS) is seeking to acquire a SaaS time management and attendance system.

1.2. Background

MDCPS is responsible for protecting vulnerable children from abuse, neglect, and exploitation, as well as with providing services to strengthen, support, and preserve families. MDCPS manages protective programs on behalf of Mississippi's children, youth and their families by providing a wide range of family-centered services with the goal of strengthening the family unit.

Currently, MDCPS uses a manual process to manage time and attendance for approximately 1,900 employees located across the State. MDCPS has many employees that report to an office each day for work; however, many employees work remotely and require a mobile solution for entering time. Employees report time using time sheets which are then manually entered into the Statewide Payroll and Human Resources System (SPAHRS).

1.3. Contract Award

1.3.1. **Evaluation Criteria.** MDCPS' intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

1.3.2. **Multiple or Single Awards.** MDCPS reserves the right to make multiple awards.

1.3.3. **Right to Award in Whole or Part.** MDCPS reserves the right to approve an award by individual items or in total, whichever is considered to be in the best interest of the State of Mississippi.

1.3.4. **Time for Negotiation.** All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from MDCPS, unless MDCPS consents to extend the period.

1.3.5. **Valid Contract Required to Begin Work.** The successful Vendor should not begin any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

1.4. **Contract Term**

- 1.4.1. **Initial Period.** The term of the contract shall be for four (4) years from date of signing.
- 1.4.2. **Renewal Period.** The contract shall be renewable for one (1) additional terms as agreed upon by the parties should services still be required.

1.5. **Definitions**

- 1.5.1. **Interchangeable Designations.** The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “MDCPS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP.
- 1.5.2. **Acronyms and Glossary.** A general list of acronyms and/or glossary items used in the RFP is attached as Appendix D.

2. Project Schedule

Task	Date	Time
First Advertisement Date	4/18/17	
Second Advertisement Date	4/25/17	
Deadline for Submission of Vendor's Written Questions	5/1/17	3:00 p.m.
Questions and Answers Released by	5/4/17	
Proposals Due No Later Than	5/15/17	3:00 p.m.
Proposal Evaluation Begins	5/16/17	
Contract Negotiations Begin	5/29/17	
Estimated Project Start Date	6/26/17	

3. **Administrative Requirements: Instructions for Submitting a Proposal**

3.1. **Communications with Staff**

- 3.1.1. **RFP Contact.** From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature, legislative employee, or agency representative except as noted herein. To ensure a fair competitive process for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person indicated below on or before the date and time specified in this RFP for accepting responding Vendor questions. All questions received by the State's contact person will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and will be posted to www.mdcps.ms.gov/procurement. Vendors failing to comply with this requirement will be subject to disqualification.
- 3.1.2. **Contact Information.** The State's contact person for the selection process is: Debra Spell, 700 North Street, Jackson, MS 39202, 601-359-2642, debra.spell@mdcps.ms.gov.
- 3.1.3. **Additional Designated State Representatives.** Vendor may consult with State representatives only as designated by the State's contact person identified above.
- 3.1.4. **Oral Communications Not Binding.** Only transactions which are in writing from MDCPS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

3.2. **Delivery of Vendor's Response**

- 3.2.1. **Written proposals.** Vendor's proposal must be received, in writing by MDCPS by the date and time specified on page 1 of this RFP. MDCPS is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
- 3.2.2. **Proposals or alternations by fax, e-mail or phone.** Proposals or alternations by fax, e-mail or phone will not be accepted.
- 3.2.3. **Vendor's Responsibility for Delivery.** Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

3.3. Proposal Exception

- 3.3.1. The Vendor must list the items from each section of this RFP with which the Vendor does not agree in the Proposal Exception Form.
- 3.3.2. See Appendix A for instructions regarding Vendor exceptions.

3.4. Response Format Requirements

- 3.4.1. **Original Signatures Required.** Original signatures are required on one copy of the Submission Cover Sheet.
- 3.4.2. **Number of Copies Required.**
 - 3.4.2.1. The Vendor is required to submit one clearly marked original response, six (6) copies, and an electronic copy of the complete proposal, including all sections and attachments. Each original or copy must be in a separate 3-ring binder.
 - 3.4.2.2. Vendor must label the front and spine of the three-ring loose-leaf binder(s) with the Vendor name and RFP number.
 - 3.4.2.3. The Vendor's original submission must be clearly identified as the original.
- 3.4.3. **Sealed Proposal.** To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 3.4.4. **Pagination, Order, and Tabs.**
 - 3.4.4.1. Vendor must number each page of the proposal.
 - 3.4.4.2. Vendor must respond to the sections and exhibits in the same order as the RFP.
 - 3.4.4.3. Vendor must label and tab the response to each section and exhibit, using the corresponding headings from the RFP.
- 3.4.5. **Maintain Original RFP Text.** The Vendor may intersperse their response following each RFP specification but must not otherwise alter or re-type any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by MDCPS is the official version and will supersede any conflicting RFP language submitted by the Vendor.
- 3.4.6. **Items that must be included in proposal response.**
 - 3.4.6.1. Proposal Binding and Contact Sheet, signed and dated (Page 2)
 - 3.4.6.2. Proposal Bond, if applicable
 - 3.4.6.3. Proposal Exception Form, if applicable (Appendix A)
 - 3.4.6.4. Item-by-Item response to Technical Specifications (Item 6)
 - 3.4.6.5. Item-by-Item response to Vendor Qualifications (Item 7)
 - 3.4.6.6. References (Appendix B)
 - 3.4.6.7. Vendor response to Cost Proposal (Item 8 and Appendix C)

3.5. **Item-by-Item Response**

- 3.5.1. **Response to Requirements.** The Vendor must respond to each outline item in the section as it is labeled in the RFP with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED”, in addition to any specific detailed information requested. Failure to respond with the requested detail will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 3.5.2. **Response Order.** The State has no obligation to locate or evaluate any information in the Vendor’s proposal that is not presented as outlined, per instructions. The Vendor may intersperse their response into an electronic version of the RFP, print the section and include a copy in the Vendor proposal binder.
- 3.5.3. **Response to Amendments and Clarifications.** The Vendor must include an item-by-item response to any new or edited section items for subsequent amendments and clarifications if issued, as well.
- 3.5.4. **“Acknowledged” Response.** “ACKNOWLEDGED” should be used as acknowledgement that the Vendor has read and understands the statement, and does not have to agree or take any action.
- 3.5.5. **“Will Comply” or “Agreed” Response.** “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement.
- 3.5.6. **“Exception” Response.** The Vendor must respond with “EXCEPTION” if Vendor cannot provide what is requested, or the Vendor does not agree with the requirement.
- 3.5.7. **“Not Applicable Response”.** The Vendor may respond with “Not Applicable” if the Vendor considers the item to be not applicable to the product or service being offered. The Vendor must be aware that the State may not view this item as “Not Applicable”.

3.6. **Written Amendments or Clarifications to RFP**

- 3.6.1. **Official Amendments.** Any interpretation of this RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the MDCPS website, together with the associated RFP specification. Vendors are required to check the MDCPS website periodically for RFP amendments before the proposal opening date at: <http://www.MDCPS.ms.gov/procurement>.
- 3.6.2. **Amendment Posting.** MDCPS will make every effort to post any and all amendments at least five working days prior to the proposal opening date listed on the cover page of this RFP. If an amendment is issued less than two days before the published proposal due date, the proposal due date will be extended by five working

days. Vendors unable to access the website where amendments are posted, should contact the person listed as contact on page one of this RFP to request a copy.

4. Procurement Rules

4.1. RFP Policies and Procedures.

- 4.1.1. **Rights to Waive or Reject.** The State reserves the right to waive any requirement in the proposal or to reject any or all proposals. Failure to furnish all information requested may disqualify a proposal. Noncompliance with any requirements of this proposal may result in a determination of non-responsiveness.
- 4.1.2. **Unsolicited Clarifications and Amendments.** Unsolicited clarifications and amendments submitted after the proposal submission deadline will be accepted or reject at the State's sole discretions.
- 4.1.3. **Additional Clarification.** The State reserves the right to request additional clarification for item included in the Vendor's proposal. Failure to respond as requested may result in disqualification of the Vendor's proposal.
- 4.1.4. **Prices Changes during Award or Renewal Period.** Price increases will not be accepted during the award period or the renewal period, unless stipulated in the contract. MDCPS will take advantage of any price decreases.
- 4.1.5. **Proposal as Property of the State of Mississippi.** All written proposal material becomes the property of the State of Mississippi upon opening.
- 4.1.6. **Restriction on Advertising.** The Vendor must receive written approval from the State before publicizing the award of the contract of the product or services being provided, and shall in no way construe or convey the assumption that the State endorses the product of service being provided.
- 4.1.7. **Best and Final Offers.** The State reserves the right to solicit written Best and Final Offers (BAFOs) from Vendors, mainly in situations in which proposal costs exceed available funding or the State believes none of the competing proposals presents lowest and best proposal opportunity. The State may reject all proposals entirely then issue a BAFO for a new proposal, or request a BAFO for a specified section(s) of the proposal.
- 4.1.8. **Prime Contractor.** The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
- 4.1.9. **Requirements for Projects Involving Sub-Contractors.** The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises engaged in work for MDCPS. Any Vendor employee or subcontractor acting in a manner determined by the administration of MDCPS to be detrimental, abusive, or offensive to any of the staff of will be asked to leave the premises and can be suspended from further work on the premises.
- 4.1.10. **Approval of Subcontractors.** Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. MDCPS

reserves the right of refusal and the right to request replacement of a subcontractor because of unacceptable work or conduct.

4.1.11. **Subcontractor Agreement.** Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

4.1.12. **Contractor/Subcontractor Disputes.** In order to protect the State's interest, MDCPS reserves the right to make an effort to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

4.1.13. **Requirements for Projects Involving Developed or Tailored Software.**

4.1.13.1. If tailored software is developed for the State, the Vendor must be prepared to offer the State, at no additional cost, an application software license entitling the State to solely own, use, alter, or distribute the software without restriction. These requirements apply to source code, object code, and documentation.

4.1.13.2. If the Vendor develops software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

4.1.13.3. The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to formulating acceptable terms and license fees.

4.1.14. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services.** All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

4.2. **Proposal Bond Information**

The Vendor is not required to include a proposal bond with the Vendor's RFP proposal.

4.3. **Performance Bond Information**

The Vendor is not required to include a Performance bond with the Vendor's RFP proposal.

4.4. **Debriefing**

A Vendor, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of MDCPS within three business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal

representation is not required. A debriefing typically occurs within five business days of receipt of the request. If a Vendor prefers to have legal representation present, the Vendor must notify MDCPS in writing and identify its attorney by name, address, and telephone number. MDCPS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

4.5. **Protests**

Any actual or prospective proposer, Offeror, or Vendor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with MDCPS. The protest shall be submitted on or before seven (7) calendar days following award notice in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the Vendor or an individual authorized to sign contracts on behalf of the protesting Vendor, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Vendor must provide facts and evidence to support the protest. A protest is considered filed when received by the MDCPS by either U.S. mail, postage prepaid, or by personal delivery. Protests filed after the seven (7) calendar days following award notice will not be considered.

4.6. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Proposal section* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of one hundred and twenty (120) days.

4.7. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

4.8. **Non-Disclosure of Social Security Numbers**

The Vendor acknowledges that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the

performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number.

4.9. **Disclosure or Proposal Information**

All disclosures of proposal information will be made in compliance with the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code.

4.10. **Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. If the possibility of a conflict does exist, Vendor must provide the nature of the conflict on a separate page and include it in the proposal. The Vendor may be precluded from providing products or services if a conflict of interest exists.

4.11. **Contractual Terms and Conditions**

4.11.1. **Venue for Resolution of Dispute.** This contract is governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. This contract is cancelable at the end of any fiscal period in the event funds are not appropriated by the funding authority. Notice requirements to Vendor cannot exceed sixty (60) days.

4.11.3. **Self-Insured.** The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

4.11.4. **Sovereign Immunity.** The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

4.11.5. **Tax Exempt.** The Vendor is advised to refer to the Mississippi Code of 1972 (as amended), Sections 27-65-105 and 27-67-7 for statutes exempting state institutions from state sales and use taxes. The Vendor is solely liable for all taxes, including, but not limited to, use, excise, personal property, and sales tax.

4.11.6. **Implied Warranties.** Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim implied warranties of merchantability and implied warranties of fitness for a particular purpose.

4.11.7. **Limitation on Liability.** The Vendor shall have no limitation on liability for claims related to the following items:

4.11.7.1. Infringement issues;

4.11.7.2. Bodily injury;

- 4.11.7.3. Death;
- 4.11.7.4. Physical damage to tangible personal and/or real property; and
- 4.11.7.5. The intentional and willful or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 4.11.8. **Delivery of Payment and Late Charges.** The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated.
- 4.11.9. **Interest Payment.** All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 4.11.10. **Attorney Fees.** The State shall not pay an attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
- 4.11.11. **Contract Contingency.** This contract is contingent upon availability of funds and receipt of a valid purchase order from MDCPS.
- 4.11.12. **Contract Validity.** All contracts resulting from the issuance of this RFP will not be valid unless signed by the Executive Director of MDCPS.
- 4.11.13. **Order of Execution.** Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of MDCPS signs.
- 4.11.14. **Mississippi Employment Protection Act.** Contractor represents and warrants that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. § 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, (c) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

4.12. **E-verify Registration Certification**

Vendor must provide a copy of certification of E-Verify compliance with the RFP response.

4.13. **Liability Insurance Certification**

Vendor must provide a copy of the company's certificate of liability insurance with the RFP response.

4.14. **Additional Contract Provisions**

The contract will include additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

5. Vendor Payment Information

5.1. Mississippi Accountability for Government Information and Collaboration (MAGIC) Vendor Code

5.1.1. MAGIC is used by state agencies only for ordering, invoicing, and payments. Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

5.1.2. Vendors who have previously done business with the State may obtain their MAGIC Vendor code and all Vendors may access additional Vendor information at the link below: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

5.1.3. The awarded Vendor/Vendors must have a MAGIC Vendor Code for MDCPS projects. Vendors are not required to submit a vendor code or W-9 with Vendor's proposal. MDCPS will request a W-9 showing Vendor's Federal Tax ID at the time of the award for any Vendor that does not have a MAGIC Vendor Code.

5.2. Requirement for Electronic Payment and invoicing

5.2.1. Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, by deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and have active status in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies.

5.2.2. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>.

5.3. Minority Vendor Self-Certification Form

5.3.1. A copy of the Minority Vendor Self-Certification Form with direction for filing can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf.

5.3.2. Any questions about minority certification in Mississippi must be directed to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

6. Technical Specifications

6.1. Item-by-Item Response Required

Vendor must provide an “Item-by-Item” response to each item in this section (6. Technical Specifications), as described in Item 3, Administrative Requirements.

6.2. Statements of Understanding Specific to this Project

6.2.1. Vendors with questions related to the requirements contained in this RFP must deliver a written document using the following Guidelines:

6.2.1.1. Must deliver to Debra Spell by May 1, 2017 at 3:00 p.m. Central Time, using the contact information provided on page one of this RFP.

6.2.1.2. This document may be delivered by hand, mail, or email.

6.2.1.3. A response will be provide as specified in Item 2, Schedule, and Item 3.6, Written Amendments and Clarifications to RFP.

6.2.1.4. Documents received after the deadline may be rejected.

6.2.2. The Initial contract period will begin upon execution of a contract. The State reserves the right to extend the contract for additional term(s).

6.2.3. MDCPS does not intend to install wall-mounted time clocks.

6.3. Hosting

6.3.1. The proposed solution must be cloud-based Software as a Service (SaaS) time management solution.

6.3.2. The Vendor must describe the hosting environment and provide verification that the proposed solution is compliant with the Federal Risk and Authorization Management Program (FedRAMP) standards.

6.3.3. The Vendor must provide the maximum number of concurrent users for the proposed solution.

6.3.4. The Vendor must provide a detailed description of the backup and failover procedures for the proposed solution.

6.3.5. The Vendor must provide a detailed description of the system uptime guarantee policies.

6.4. Functional Requirements

The proposed solution must provide the following functionality:

6.4.1 Ability to leverage Active Directory for single sign-on.

6.4.2 Multiple options for employees to record time (i.e. internet connected computer, smartphone, tablet, and telephone).

6.4.3 Multiple work schedules.

- 6.4.4 Workflow-enabled to support the following, but not limited to, requests for action: leave request, schedule changes, approvals.
- 6.4.5 Ability to configure screens based on employee preferences and most viewed options.
- 6.4.6 Ability to track the actual time worked by employees and calculate leave balances/comp time according to Agency rules.
- 6.4.7 Configurable, automated rules to meet MDCPS policies for calculating the following, but not limited to, items: overtime; vacation, medical, and personal time.
- 6.4.8 Proactive notifications for the following, but not limited to, situations: overtime, failure to clock in or out.
- 6.4.9 Ability to notify an employee requesting leave at the time a request is submitted if their leave balance is insufficient.
- 6.4.10 Ability for employees to submit forgotten punch in/out times with explanation and approval by supervisor.
- 6.4.11 Ability to track if a punch in/out is done by someone other than the employee.
- 6.4.12 Ability for supervisor to punch in/out an employee with explanation.
- 6.4.13 Unlimited different pay and attendance rules to support each group using the system.
- 6.4.14 Unlimited different pay codes and accruals including codes for vacation, sick leave, leave without pay, bereavement leave, workers' compensation, military leave, FMLA leave, administrative, etc.
- 6.4.15 Global time entry to clock in/out some or all employees in a group by the timekeeper or manager.
- 6.4.16 Global schedule changes by manager/timekeeper for employee/workgroup.
- 6.4.17 Employee viewing of sick and vacation leave balances, absences, and late statuses within their security access.
- 6.4.18 Audit log of all changes.
- 6.4.19 Ability for employees to attest to their time sheet.
- 6.4.20 Ability for employees to enter justification for overtime either ahead of working overtime or after the fact if approved by supervisor.

6.4.21 Ability to apply pay rules to overtime hours.

6.4.22 Ability to see daily employee attendance report.

6.5. Mobile Functionality

6.5.1 The proposed solution must provide the ability to access the proposed solution and perform key tasks via mobile devices.

6.5.2 The Vendor must list all compatible mobile devices that can be used to access the system.

6.5.3 The proposed solution must provide the ability to track the location of employees using GPS coordinates at the point actions are executed.

6.5.4 The proposed solution must provide the ability to establish geo-fences using an employees assigned regions.

6.5.5 The Vendor must explain how the GPS functionality operates and what measures have been taken to preserve battery life of the device.

6.6. Interfaces

6.6.1 The proposed solution must support bi-directional integration with the Statewide Payroll and Human Resources System (SPAHRs).

6.6.2 SPAHRs time accrual runs a month behind. The proposed solution must provide the ability to calculate and track employee leave balances real time.

6.6.3 The Vendor must describe the processes/checks provided by the proposed solution to ensure that all information has been provided and validated before transferring information to SPAHRs for payroll processing.

6.7. Reporting

6.7.1 The proposed solution must provide online, on demand, custom reporting capabilities.

6.7.2 Vendor must describe in what formats the report information can be exported.

6.7.3 The proposed solution must provide the following, but not limited to reports:

- Individual employee time sheet
- Daily hours by time by project/employee/division/department

- Biweekly hours by project/employee/division/department
- Monthly hours by project/employee/division/department
- Exception report by employee/division/department
- FMLA hours by project/employee/division/department
- Absentee report by employee/division/department
- Punch detail
- Weekly time card by employee/division/department
- Overtime tracking and monitoring
- Employee schedules
- History/archival reports
- Punch edits history

6.8. Implementation

- 6.8.1 The Vendor must commit a dedicated Project Manager for the duration of the project implementation. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.
- 6.8.2 The Project Manager must be named in the Vendor's RFP response and must be available for interview by the MDCPS as part of this RFP evaluation.
- 6.8.3 Vendor must submit, as a part of this proposal, a high-level Project Work Plan that outlines the overall strategy and approach to providing the requested system and services. The Plan must contain all significant work steps required for provision of the requested services. Timeframes must be specified in terms of work days or weeks after contract signing. The Plan must include the elements listed below.
- 6.8.2.1. The Plan must incorporate all tasks to be accomplished;
- 6.8.2.2. The Plan must address all project deliverables, including implementation, acceptance testing, schedule for actual testing and go-live date;
- 6.8.2.3. The Plan must include resource estimates for both MDCPS and Vendor timelines; and
- 6.8.2.4. The Plan must address assumptions that the Vendor has made based on the information rendered in these specifications.
- 6.8.4 Upon contract award, the Vendor's Project Manager must work with MDCPS to develop a more detailed Project Work Plan to guide the System's implementation.

6.9. Support Requirements

- 6.9.1 MDCPS will require 8x5 technical support. Please describe in detail your Technical Support Program, include on-site technical support capabilities on an as-needed basis and the associated costs.
- 6.9.2 Vendor must respond by telephone within one (1) hour to requests for support services. MDCPS must be given priority placement in the support queue for all System locking situations or problems claimed by MDCPS to be a mission critical process.
- 6.9.3 Upon receipt of the MDCPS's call, Vendor must create a trouble ticket, assign a severity level and attempt to resolve the System problem in accordance with the procedures and processes for problem resolution detailed below. MDCPS and Vendor must mutually agree on whether a problem is classified as a Severity Level 1, 2, or 3 problems.
 - 6.9.1.1. Severity Level 1 implies that the System is not functioning. Some examples of Severity Level 1 System problems are: System is down and will not restart; or System is not able to communicate with external systems or users; or System is generating a data corruption condition.
 - 6.9.1.2. Vendor must resolve Severity Level 1 System problems within one (1) business day, or within a mutually agreed upon time frame.
 - 6.9.1.3. Severity Level 2 implies that an essential function does not work as documented, or testing and usage can continue but the task cannot be completed, and no workarounds exist.
 - 6.9.1.4. Vendor must resolve Severity Level 2 System problems within two (2) business days, or within a mutually agreed upon time frame.
 - 6.9.1.5. Severity Level 3 implies a System problem such that implementations of functions do not match specifications and/or technical documentation, and a workaround may exist.
 - 6.9.1.6. Vendor must resolve Severity Level 3 System problems within ten (10) business days, or within a mutually agreed upon time frame.

6.10. Training

- 6.9.4 Vendor must propose on-site, multi-level training for at least ten (10) users and two (2) administrators of MDCPS personnel. Vendor must train a designated staff person in all aspects of systems administration for the proposed System. MDCPS staff must be trained in the competent use of the proposed System.
- 6.9.5 Vendor must describe the proposed training plan to include class objectives, scope, length of each class, class size and subject materials to be taught, and identify the costs associated with this requirement.

- 6.9.6 In addition, Vendor must furnish a training tutorial that will enable a new employee to perform system-related functions from day one of employment. This tutorial must take the employee through a stepwise introduction of each task necessary to perform any function of the system. The tutorial must be updated with each update the Vendor makes to their application software.

7. Vendor Qualifications

- 7.1. **Item-by-Item Response Required.** Item 7, Vendor Qualifications, requires that the Vendor submit an “Item-by-Item” response to each outline item, as described in Item 3, Administrative Requirements.
- 7.2. **Company Profile.** Vendor must provide the following organizational information:
- 7.2.1 Date established (minimum one year requirement);
 - 7.2.2 Corporate office location and number of branch offices;
 - 7.2.3 Type of corporate structure and the state of incorporation;
 - 7.2.4 Ownership information including public or private, parent company and subsidiaries;
 - 7.2.5 Disclosure of any company restructurings, mergers, and acquisitions in the past three years that have impacted any products the Vendor sold, serviced, and supported; and
 - 7.2.6 Name, title, address, telephone number and e-mail for the “Notice” article of the contract.
- 7.3. **Pending Legal Actions**
- 7.3.1. Vendor must disclose any lawsuits, bankruptcy or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are part of the Vendor’s proposal.
 - 7.3.2. Vendor must include in the disclosure a summary of the legal action, citations where filed, and current status.
- 7.4. **Place Order To Address and Remit To Address**
- 7.4.1. Vendor must specify the ordering address in response to this item.
 - 7.4.2. Vendor must specify the remit address in response to this item.

8. Cost Proposal

8.1. Content.

Vendor must propose a fixed amount for all services and products requested in this RFP including, one-time and recurring costs for installation and licensing of software, interfaces, training of staff, professional services, software modifications, programming, travel, subsistence or lodging costs, and any other costs. All cost shall be enumerated item by item and a total price quoted for the entire project. A fixed price proposal must be submitted using the table in Appendix C, Cost Proposal.

8.2. Summarized and Detailed Cost

The Vendor must include and complete all parts of the cost proposal, Appendix C, Cost Proposal, in a clear and accurate manner. The Vendor must summarize all costs in Appendix C, and fully itemize them on a separate document as supporting documentation of how they were derived. These costs must include all initial, one-time purchase prices, as well as, all recurring costs.

8.3. Additional Users

MDCPS estimates the average number of employees is 1,900. The Vendor must describe in full detail the pricing structure for the proposed software including the cost of adding additional users.

8.4. Annual Increase Limit

Vendor must include an estimate on the annual increase in service cost. Vendor must agree to not increase annual recurring cost more than 3% each year.

9. Change Order

9.1. Fully-loaded and Base Rates

The Vendor must submit, in Appendix C, Cost Proposal, Table 3, a fully-loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully-loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.

9.2. Travel Not Required Cases

Vendor staff related travel expenses, as required and approved by the State for a Change Order, must be invoiced at the fully-loaded rate (or less). Travel expenses will not be reimbursed for Change Order hours for any Vendor staff where travel is not required, and must be billed at the base rate.

10. Scoring Methodology

10.1. Category and Percentage Summary

- 10.1.1. An Evaluation Team will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
- 10.1.2. Each category is assigned a value between one and 100 percent.
- 10.1.3. The sum of all categories equals 100 percent.
- 10.1.4. The Evaluation Team will use the following categories and percentages:

Category	Percentage	
Proposal Categories:		
Functionality and Features	50%	
Training and Installation	15%	
Demonstration	5%	
Total (Proposal Categories Percentage)	65%	
Cost	35%	
Total (Cost and Proposal Categories)	100%	

10.2. **Evaluation Four (4) Stages.** The evaluation will be conducted in four stages as follows:

- 10.2.1. **Stage 1 – Selection of Responsive/Valid Proposals** – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization, and format. Failure to submit a complete proposal may result in rejection of the proposal.
- 10.2.2. **Stage 2 – Proposal Evaluation (all requirements excluding cost)**

10.2.2.1. Scores will be determined for each item using the proposal categories listed in the table above.

10.2.2.2. Proposals meeting fewer than 80% of the requirements for the proposal categories listed above may be eliminated from further consideration.

10.2.3. **Stage 3 – Cost Evaluation**

10.2.3.1. Scores will be assigned using the following formula:

$$(1 - ((P - L) / L)) * C$$

Legend:

L= Total lifecycle cost of lowest valid proposal

P= Total lifecycle cost of proposal being scored

C= Percentage assigned to cost from the table above

10.2.3.2. Proposals with total lifecycle cost that at least twice the lifecycle cost for the lowest proposal meeting specifications will receive a score of 0 for cost.

10.2.4. **Stage 4 – Selection of the successful Vendor**

Final Quantitative Evaluation - Following any requested presentations at MDCPS's discretion, the Evaluation Team will re-evaluate any technical scores as necessary. The technical and cost scores will then be combined to determine the Vendor's final score.

10.3. **On-site Demonstrations**

10.3.1. At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

10.3.2. If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

11. **References**

Vendor must identify three (3) related projects in size, complexity, scope, and technical environment in which the Vendor provided similar technical support services. See Appendix B for instructions and reference forms.

Appendices

Appendix A: Proposal Exception Summary Form and Instructions

Appendix B: Reference Forms and Instructions

Appendix C: Cost Proposal

Appendix D: Acronyms

Appendix A: Proposal Exception Summary Form and Instructions. Vendor must enter any exceptions in the Exception in the table below:

- Unless specifically disallowed on any specification herein, the Vendor may take exception to any item within this RFP, including a specification denoted as mandatory.
- The Vendor has no liability to provide items to which an exception has been taken and the State has no obligation to accept any exception.
- During the contract negotiation process, the State will make a determination on the gravity of the exception and whether to accept the risk that the exception proposes. Should the State be unable to accept the exception, the Vendor may either withdraw it, or the award will be withdrawn. Negotiations would then begin with Vendor that provided the next lowest and best proposal.
- An exception will be accepted or rejected at the sole discretion of the State.

RFP Item Number	Brief Explanation of Exception	Vendor Proposed Alternative

Appendix B: Reference Forms and Instructions. Vendor must identify three (3) related projects in size, complexity, scope, and technical environment in which the Vendor provided similar technical support services. The reference must be for a product, implementation, services, etc. that has been in place for at least six months. For each project provide the following in the form (vendor must complete a separate form for each reference):

- Name, position, address, phone number, e-mail address of a customer contact person who was directly involved in the project;
- Project Scope;
- Project Time Frame (Duration of Project);
- Vendor’s project participants; and
- Participant’s role in the project.

Reference #1 (Prime Contractor)	
Name of Contact	
Contact’s Position	
Contact’s Company Address	
Contact’s Phone Number	
Contact’s Email Address	
Project Scope	
Project Time Frame	
Vendor’s Project Participant	
Participant’s Role in Project	

Reference #2 (Prime Contractor)	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

Reference #3 (Prime Contractor)	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

Subcontractor References

The Vendor’s proposal must identify any subcontractor(s) that will be used. The Vendor (prime contractor) must also include two (2) references for services that the subcontractor has performed that the State may contact in the following forms:

Subcontractor Information	
Subcontractor Company Name	
Subcontractor Company Address	
Subcontractor Contact	
Contact’s Phone Number	
Contact’s E-mail Address	
Scope of Services to be Provided	

Reference #1 (Subcontractor)	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

Reference #2 (Subcontractor)	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

Appendix C: Cost Information Submission Form and Instructions

Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the Item 10, Cost Proposal.

Item	Description	Annual or One Time Fee	Extended Cost
Implementation/Setup including minor customizations			
Training			
Subscription Fee*			
Year 1			
Year2			
Year 3			
Year 4			
Year 5			
Other Cost (must describe)			
Change Order Rate			
Cost to add additional employees			

*Vendor must assume initial count of 1,900 employees and provide cost to increase the number of employees.

Appendix D: Acronyms

A list of Acronyms can be provided upon request.