REQUEST FOR PROPOSALS

RFP Number: RFP_LMS_2020-01

To Provide: Cloud-based Learning Management System

Issue Date: 12/23/2019

CLOSING LOCATION

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39202

PROPOSAL COORDINATOR

Noah Gibson, Procurement Director

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E-Mail: noah.gibson@mdcps.ms.gov

CLOSING DATE AND TIME

Proposals must be received by January 15, 2020 by 5:00 PM

SECTION 1

1.1   Proposal Acceptance Period
The original and three copies of the proposal, four copies total, shall be signed and submitted in a sealed envelope or package to 750 North State Street, Jackson, Mississippi 39202 no later than the time and date specified for receipt of proposals. Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package shall be marked with the proposal opening date and time, and the number of the request for proposals. The time and date of receipt shall be indicated on the envelope or package by the Mississippi Department of Child Protection Services (hereinafter "MDCPS"). Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDCPS may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1   Timeline

RFP Release Date:	December 23, 2019
Requests for Clarification:	January 6, 2020 by 5:00 PM CDT
Formal Amendment to Address Requests for Clarification:	January 10, 2020 by 5:00 PM CDT
RFP Responses Due:	January 15, 2020 by 5:00 PM CDT
Anticipated Contract Term:	January 23, 2020 through June 30, 2023

1.1.2   Rejection of Proposals
Proposals which do not conform to the requirements set forth in this Request for Proposals may be rejected by MDCPS. Proposals may be rejected for reasons which include, but are not limited to, the following:

1) The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
2) The proposal is conditional.
3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
4) The proposal is received late. Late proposals will be maintained unopen in the procurement file.
5) The proposal is not signed by an authorized representative of the party.
6) The proposal contains false or misleading statements or references.
7) The proposal does not offer to provide all services required by the Request for Proposal.

1.2   Expenses Incurred in Preparing Offers
MDCPS accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

1.3   Proprietary Information
The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

1.4   Registration with Mississippi Secretary of State
By submitting a proposal, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5   Debarment
By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6   Competitive Proposals
Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDCPS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.7   Additional Information
Questions about the contract portions of the procurement document must be submitted in writing to Noah Gibson at noah.gibson@mdcps.ms.gov by the deadline listed Section 1.1.1. Questions concerning the technical portions of the procurement document should be directed to Noah Gibson at noah.gibson@mdcps.ms.gov by the deadline listed in Section 1.1.1. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

1.8   Written Proposals
All proposals shall be in writing.

SECTION 2

2.1   Purpose
MDCPS is seeking to establish a contract for development and operation of a Cloud-based Learning Management System that supports 2,000 internal agency users as well as an unlimited number of inactive users. It is understood that, if required, any contract resulting from RFP_LMS_2020-01 must be approved by the Mississippi Department of Information Technology Services. If any contract resulting from RFP_LMS_2020-01 is required to be approved by the Mississippi Department of Information Technology Services and is not approved in such manner, it is void and no payment shall be made.

2.2   Scope of Work
The respondent must be able to provide a Cloud-based learning management system that supports 2,000 internal agency users as well as an unlimited number of inactive users. Users will be tracked with a unique identifier provided by the agency to keep a seamless training record on staff who may leave the agency and then return. In addition, the respondent must be able to support an external enterprise that provides 5,000 transactions per year for external users. These users will come into the system using a username and password instead of through the active directory in bound data feed. See Attachment B, "Scope of Work", for a full list of system requirements. The respondent must be able to provide proof it has the required system capabilities listed in Attachment B.

2.3   Term
The tentative term of the contract resulting from this RFP will be January 23, 2020 through June 30, 2023. Upon written agreement of both parties at least 90 days prior to each contract anniversary date, the contract may be renewed by MDCPS for a period of one successive one-year period subject to approval by the Mississippi Department of Information Technology Services if such approval required. The total number of renewal years permitted shall not exceed one. A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

2.3.1   Multi-Term Contracts
Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.3.1.1 Requirements
a)   A unit price shall be given for each service, and that unit price shall be the same throughout the contract, unless otherwise stipulated in the contract.

b) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.

c) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

SECTION 3

3.1   Insurance

The successful vendor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance. All workers' compensation, comprehensive general liability and/or professional liability will provide coverage to MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by MDCPS at any point during the contract period and should consult with legal counsel regarding its obligations.

SECTION 4

4.1   Written Proposals Shall Contain the Following Minimum Information

1) The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;

2) The age of the respondent's business and average number of employees over a previous period of time, as specified in the Request for Proposal;

3) The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services; and,

4) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,

5) A plan giving as many details as is practical explaining how the services will be performed.

4.2   Evaluation Procedure

4.2.1 Step One:

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications may be rejected immediately, receiving no further consideration.

4.2.1.1 Responsive Respondent
> The respondent must submit a proposal which conforms in all material respects to this Request for Proposals, RFP_LMS_2020-01, as determined by MDCPS.

4.2.1.2 Responsible Respondent
> Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDCPS.

4.2.2 Step Two:
> Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDCPS. Factors to be considered are as follows:

Price – **35 points (35%)**

The cost of services/products must be proposed in line-item format for the initial term of the contract (January 23, 2020 through June 30, 2023). Price for the one-year optional renewal period (July 1, 2023 through June 30, 2024) must be proposed as well.

Technical factors – **30 points (30%)**

(a) Does the offeror's proposal demonstrate a clear understanding of the scope of work and related objectives? – **20 points (20%)**
(b) Has the past performance of the offeror's proposed methodology been well documented? – **5 points (5%)**
(c) Does the offeror's proposal or qualification use innovative technology and techniques? – **5 points (5%)**

Management factors – **35 points (30%)**

(a) Project management: **25 points (25%)**
(b) History and experience in performing the work: **5 points (5%)**
(c) Availability of personnel, facilities, equipment, and other resources: **5 points (5%)**

4.2.3 Step Three:
> The MDCPS Commissioner or his/her designee will contact the respondent with the proposal which best meets MDCPS's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

4.3   The Following Response Format Shall Be Used for All Submitted Proposals:

1)   **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service/product.
2)   **Proposal:** Describe in detail how the service/product will be provided/implemented. Include a description of major tasks and subtasks.
3)   **Corporate experience and capacity:** Describe the experience of the firm in providing the service/product, give number of years that the service/product has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service/product.
4)   **Personnel:** Attach resumes of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
5)   **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
6)   **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
7)   **Additional data:** Provide any additional information that will aid in evaluation of the response.
8)   **Cost data:** Estimate the annual cost of the service/product. Cost data submitted at this stage is binding but is subject to being negotiated down if your firm is chosen as a finalist.

4.4   Nonconforming Terms and Conditions
A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. MDCPS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.5   Conditioning Proposal Upon Other Awards
Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.6   Award
Award shall be made to the responsible respondent whose proposal is determined in writing, within a reasonable amount of time, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

4.6.1 Notification
All participating vendors will be notified of MDCPS's intent to award a contract. In addition, MDCPS will identify the selected vendor. Notice of award is also made available to the public.

4.7 Acknowledgment of Amendments
Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of bids.

SECTION 5

5.1 Mississippi Contract/Procurement Opportunity Search Portal
This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Contract/Procurement Opportunity Search Portal.

5.2 Attachments
The attachments to this Request for Proposals are made a part of this Request for Proposals as if copied herein in words and figures.

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Request for Proposals, RFP_LMS_2020-01, and the attachments herein;

2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals, RFP_LMS_2020-01, and the attachments herein;

3. That the company agrees to all provisions of this Request for Proposals, RFP_LMS_2020-01, and the attachments herein;

4. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Proposals.

Name/Title: _____

Signature/Date: _____

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. **REPRESENTATION REGARDING CONTINGENT FEES**
    Contractor represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

2. **REPRESENTATION REGARDING GRATUITIES**
    The Respondent or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations.

3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**
    The respondent certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate price.

4. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**
    The prospective Contractor represents as a part of such Contractor's proposal that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: _____

Signature/Date: _____

*Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the proposal form may result in the proposal being rejected as nonresponsive. **Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.***

ATTACHMENT B

SCOPE OF WORK

The respondent must be able to provide proof it has the following required system capabilities:

Vendor must be able to provide a Cloud-based learning management system that supports 2000 internal agency users as well as an unlimited number of inactive users. Users will be tracked with a unique identifier provided by the agency to keep a seamless training record on staff who may leave the agency and then return. In addition, it must be able to support an external enterprise that provides 5000 transactions per year for external users. These users will come into the system using a username and password instead of through the active directory in bound data feed.

Regarding course and resource management the system should be able to do the following:

- Enables efficient workflows and templates for creating, editing and updating ILT courses and class sessions
- Supports copying data from one course when creating a new course
- Enables learning content to be assigned to multiple categories/subjects
- Supports creating and assigning learning content to multiple groups or audiences
- Supports managing instructor availability and assigning instructor(s) to a course or class.
- Supports managing instructor availability and assigning instructor(s) to a location.
- Supports a location hierarchy based on client's organization structure (including region, country, state/province, city, building, classroom)
- Supports classroom management (creating classrooms, assigning locations and assigning resources)
- Supports world-wide time zones when scheduling classes
- Enables users to select time zones
- Enables prerequisite management (required, recommended, due dates, enforcement processes, administrator override, approve/deny waiver requests, etc.) linked to enrollment in the learning activity
- Enables learner to initiate a prerequisite waiver
- Enables courses to be defined as required/mandatory or optional
- Supports the ability to assign and edit pre- and post-work to a course or class
- Supports scheduling classes over discontinuous days (e.g. one day per month for three months)
- Enables the uploading of documents available to learners before and after course registration (e.g. instructor, learner and reference materials)
- Supports resource management (books, instructors, flipcharts, projectors, etc.) including availability, utilization, costs and conflict identification for course and class sessions.
- Enables course equivalencies (new course is equivalent to old course)
- Supports complex waitlist rules – sets the timeframe to register; sets the rules for who gets offered a position

- Supports waitlist management and allows automatic or administrator override capabilities and cancellation
- Supports first-come-first-serve wait listing
- Enables managers to grant pre-approval should a waitlist position open
- Supports email notifications regarding all steps of the waitlist process (emails can be configured and include custom text)
- Enables managing class/session capacity (minimum and maximum enrollments)
- Supports time-based completion requirement periods and notifications
- Supports expiring learning activities and maintaining historical data
- Enables expired courses to no longer appear in curriculum, certifications or learning plans
- Supports management of virtual classroom (e.g. WebEx, Adobe Connect) courses and classes
- Ability to automatically update rosters based on virtual classroom attendance
- Enables scheduling and tracking of virtual classroom events (e.g. enrollments, rosters, updated rosters, costs, completions)
- Enables multiple keywords assigned to courses and learning content
- Supports internal chargeback requirements
- Ability to customize and print class roster sign-in sheets
- Ability to manage room layouts

In addition, for purposes of the catalog to maintain training material, the system should be able to do the following:

- Support unlimited catalog hierarchy levels
- Enable categories to be assigned to the course catalog structure
- Support catalog availability based on a learner's organizational designation (e.g. job family, role, talent pool, group/audience, position, department, domain)
- Enable an automatic adjustment of catalog content based on learner's organizational changes (e.g. group, talent pool, position, organization)
- Enable assigning catalog content based on predefined groups or audiences
- Support customized catalog structures based on learning approach (e.g. competencies, course, topic, skills, organizations)
- Enable viewing of a curriculum or learning plan by content type
- Support creating and editing career management learning paths

Curriculum, learning plans and certification management is another piece of the program. The following are the requests for that piece of the system:

- Enables grouping of learning activities in a curriculum, certification or learning plan
- Enables SCORM tracking of social networking components (e.g. Expert Q&A activity, blog entry, wiki entry, a learner's network vs. providing access point only)
- Supports adding social networking components to content (ex. curriculum or certification)
- Enables system prior notification of certification renewal date (e.g. 90, 60, 30 days prior)

- Supports sequencing and grouping curriculum/certification activities based on completion requirements (e.g. sections, completion time line)
- Supports non-sequenced curriculum/certifications
- Supports setting completion times and requirements for curriculum, certification and learning plans
- Ability to set absolute or relative due dates for curriculum
- Ability to manage both required and elective training within a curriculum
- Ability to manage, track, delegate licenses
- Supports one-time certifications
- Supports complex, renewal-based certifications
- Ability to match terminology and workflows for different licenses, certifications, designations, CEU, etc.
- Supports non-linear renewal processes
- Supports grace periods
- Ability to manage training credits by role or organizational unit
- Enables online competency assessments either through the LMS or integrated with performance management
- Supports a web-based tool for developing competency assessments with multiple assessment rating scales
- Supports generating an individualized development plan resulting from a competency assessment (either required or recommended learning activities)

Managing competency and skills would be supported by:

- Support skills and competency inventories
- Enable integration of 3rd party competency libraries
- Support competency banks for shared competencies and behavioral anchors
- Enable linking skills and competencies to any learning activity
- Enable online competency assessments either through the LMS or integrated with performance management
- Support a web-based tool for developing competency assessments with multiple assessment rating scales
- Support generating an individualized development plan resulting from a competency assessment (either required or recommended learning activities)

The learning content is an additional function of the Cloud-based system which should be supported by:

- Enable integration of 3rd party content libraries, either housed on the LMS or integrated with the provider's servers
- Support uploading standards-based e-learning content (SCORM 1.2, SCORM 2004, AICC)

- Support administrators easily uploading e-learning content developed with common, standards-based authoring tools (e.g. Captivate, Camtasia, Articulate, Lectora, Toolbook)
- Enable viewing and replacing SCORM/AICC files in previously published e-learning content
- Support efficient course creation workflows for uploaded e-learning content (e.g. assign subjects, curriculum, audiences, prerequisites, competencies, completion dates, expiration date)
- Enable printing of course certificate upon completion
- Support adding external training, CEUs, and certifications and informal internal training (i.e. seminars, on-the-job training)
- Enable online access to supporting resources (i.e. Instructor materials, job aids)
- Support tracking and/or comments for changing employee enrollment status
- Support versioning for distributing and tracking e-learning courses
- Enable content development through built-in development tools and templates for creating text, graphic, interactive elements and standards-based output (SCORM, AICC)
- Support offline downloading of course data (e.g. mobile device, computer) and synchronize data at a later time
- Support previewing SCORM/AICC content before and after publishing course
- Support deep linking to course content via email
- Support launching e-learning content directly from an email
- Enable printing of selected content from e-learning course
- Enable launching supported virtual application events from the LMS
- Support tracking of non-SCORM/AICC content as learning activities (e.g. Expert Q&A, podcasts, blogs, documents, wikis)
- Support user-generated ranking and rating of learning content (e.g. courses, wikis, podcasts, blogs)
- Enable social networking elements to be included and tracked in curriculum, certifications or pre/post work
- Support integration of chat functionality and associate with learning event and archive
- Ability to version content – manage disparate workflow rules by version; choose who gets the new version (or not)
- Ability to manage metadata related to course content (anything in the catalog)
- Ability to manage materials as a learning object

Before and after training, surveys and assessments should be able to be used in the following ways:

- Enable creating a survey question bank
- Enable a test/assessment question bank
- Support integration of 3rd party surveys and assessments
- Enable importing of test questions either from a local or shared drive, or from a 3rd party vendor, directly into a question bank

- Enable creation of multiple assessment question formats (e.g. True false, multiple choice, multiple choice, fill in the blank) within a test engine
- Enable unique course evaluations (Levels 1,2,3) sent at predefined intervals (e.g. upon completion, 30, 60, 90 days) to multiple users (e.g. learner, manager, instructor)
- Support generating customized surveys and tests from question banks and set specification by survey/test (e.g. how many times a test can be taken, timed tests, save and return, duration for retaking the test if failed)
- Support copying and editing existing surveys/assessments when adding a new survey/assessment
- Enable question randomization, including distracters, core questions that remain on test.
- Support making tests or surveys required to complete a course.
- Support linking tests and surveys to all learning activities (e.g. curriculum, certifications, course, session, blogs, wikis, virtual classroom)
- Enable linking tests and quizzes to learning activities either as prework, post work, prerequisites or embedded within a curriculum or certification
- Support creating dynamic prescriptive pre-testing that can adapt course content and learning plans based on gap analysis
- Support the ability to show/hide test instructions, summary, details and feedback
- Enable multiple users to edit and update assessments/surveys and questions based on user's role
- Support proctored tests
- Support sending a post course evaluation to a sampling of the course participants
- Enable testing for mastery of a subject; that is, if score is less than a set percentage, refer student back to content not mastered and randomly generate a new test from question bank as many times as necessary until student scores that set score
- Ability to enforce question distribution (from pool) across categories
- Ability to weight test sections
- Support integration of test scores generated through virtual classroom events
- Ability to create custom evaluations of facility, trainer and content

Maintaining accurate and appropriate registration and enrollment should be supported in the following way:

- Enable a simple and advanced search function
- Support multiple keyword search
- Support prescriptive enrollment
- Support enrollment by learner, manager or administrator
- Enable view of all available courses by geography, location, region
- Enable display of user's required and recommended learning activities
- Support batch enrollment/proxy enrollment processes to enroll multiple users into a single learning activity
- Ability to batch update rosters and transcripts

- Users can search catalog before logging into the system (pre-browsing)
- Enable multi-user registration approval process (e.g. manager, instructor, HR)
- Administrators can override approval workflow requirements
- Enable a manager, instructor or administrator to complete a learner from a class and add test scores and comments.
- Enable an administrator to update a student's transcript data
- Enable a manager or administrator to assign or suggest learner to courses and development paths
- Learner can view all courses available within the catalog by location, competency requirements, learning path
- Enable automatically assigning content and learning plans based on user criteria (i.e. role, groups/audiences, position, competency assessment)
- Enable cancellation of registration by learner, manager or administrator
- Support chargeback for course costs
- Enable a cancellation penalty within a specific enrollment period
- Demand forecasting (ability to allow users to express interest in a session or event even if none is presently scheduled or those scheduled are full)
- Ability to apply penalties for no-shows or late withdrawals
- Ability to support tiered refund policies
- Enable notification and viewing of certification requirements expiring 30, 60, 90 days
- Enable ability to launch e-learning by one click
- Enable ability to view waitlist and enroll on waitlist
- Support ability to locate resource support (e.g. coaches, mentors, experts)
- Enable the ability to view prescriptive learning requirements based on assessments
- Enable learner to access individual development plan
- Enable learner to view complete transcripts (e.g. active and archived)
- Ability to track acknowledgement forms
- Ability to route forms (e.g. travel paperwork)
- Ability to view location maps
- Ability to manage time zones
- Ability to set waitlist deadlines
- Ability to limit enrollments by organizational unit
- Ability for managers to substitute employee for withdrawn student

The ability to use an e-commerce system is also requested that would be supported in the following way:

- Support ecommerce capabilities for all learning activities and curricula
- Enable automated credit card purchases
- Support multiple currencies
- Enable multiple merchant accounts/domains
- Ability to split payments between users or cost centers

- Ability to track transactions by user or cost center
- The ability to price training or other type of learning object by organizational grouping (different pricing for any different organizations – division, location, position, custom group, etc.)
- The ability to enable discounts for certain types of users
- Support ecommerce security protocols

Reporting and the ability to analyze the data is a critical part of the system. This data should be able to be pulled in both standard and custom formats to support the various needs of the agency. The system should be able to:

- Support multiple user access to learner transcripts, including test results (e.g. manager, HR)
- Support standard reporting options for common learning data requirements (e.g. completions, curriculum, activity type, status, hours)
- Enable managers to view learning data for all direct reports and downstream employees
- Support an intuitive systems-based ad-hoc/custom reporting tool
- Enable reporting on all learning activities (i.e. ILT, e-learning, external, certifications) and talent data based on organizational hierarchy, talent pools, roles, career paths, etc.
- Enable calculations of learning data (e.g. percentage, count)
- Enable the display of analytics data in a graphical dashboard format available to multiple users based on access rights
- Support report administrator's ability to manually push and automate timing of dashboards/reports to users
- Enable end-users to refresh report/dashboard data on a daily basis
- Enable printing system reports in common output formats (i.e. MS Excel, MS Word, PDF)
- Support updating employee's talent profile with transcript data
- Enable reporting of all test and survey questions and answers
- Enable question item analysis of tests and surveys
- Enable reporting by curriculum, certification, course, and objective
- Support reporting on course waitlist demand
- Support reporting that links learning activity to employee and organizational performance
- Ability to enforce question distribution (from pool) across categories
- Ability to weight test sections
- Support reporting of curricula completion percentages
- Support reporting of certifications, license and CEU credits
- Support reporting tuition reimbursement data to the compensation module
- Support reporting of learning costs by resource utilization (e.g. Instructor costs, room, materials, course)

The systems general interface, workflow and communication is critical for the user interaction. The system should:

- Support the ability to configure the interface design (i.e. functionality, branding) by organizational hierarchy, domains, roles, talent pools.
- Enable administrators to create, configure and copy workflows, templates and form design including approval process management
- Manage workflow of training (approvals) by audience (different approval workflows for different organizations – multiple, single, indirect, etc.)
- Support managing functionality by turning on or off optional functionality
- Support creating, editing and assigning roles based on organizational criteria
- Support ADA section 508 compliance
- Enable creating, editing and assigning groups based on organizational criteria, roles and talent pools
- Support creating custom fields and leveraging throughout workflows and reporting
- Support management of user profiles (i.e. name changes, address changes, position) by user, manager and administrator
- Enable users to accept interface localization/language or select from available interface languages
- Support user configuration of interface
- Enable systems generated email notifications for process management and updates to multiple users editable by intended recipient (i.e. employee, manager)
- Ability to manage notifications and reminders by organization assignment
- Ability to manage notifications and reminders by learning object
- Support management of email reminder notifications (i.e. 30, 60, 90 days)
- Support integration with email programs (i.e. Outlook, Lotus Notes)
- Support embedded user help pages for user, manager and administrator
- Support system self-registration including selection of user data and manager
- Must be able to integrate with Microsoft Office 365 email system for sending of notifications, alerts, etc.
  - If unable to integrate, it must be able to provide self-integrated email system with the same or similar.
- Must be able to integrate with Microsoft Active Directory and Microsoft Azure Active Directory.
  - Accounts created with Training System must be able to securely link to on-prem or cloud-based Agency active directory services.
- All Agency related information applied to the Training System is to be the sole property of the Agency and retrievable/recoverable at any time.

Mobile learning and the various types of mobile learning should be supporting by:

- Provides a mobile/portable ready content development tool.
- Provides tool or platform that supports developing once and publishing to multiple platforms.

- Provide a mobile learning management platform for assigning, pushing, tracking, and reporting of mobile consumed content.
- Supports narrated presentations
- Supports surveys, quizzes, and assessments.
- Provides jobs aid and performance support.
- Provides active decision support
- Supports live analytics and/or telemetry
- Supports news and alerts.
- Supports checklist / to-do's.
- Supports audio podcast
- Supports video podcast
- Supports digital books and articles.
- Supports Microsoft Office Files
- Supports AICC compliant e-learning courses
- Supports SCORM 1.2 compliant e-learning courses
- Supports SCORM 2004 compliant e-learning courses
- Supports live Web-casts or virtual classroom events.
- Content can be download in the background for consumption later.

Communication with users in various formats is requested by the system supporting:

- SMS
- Email
- Twitter or other microblogging/status update technology
- IM
- Mobile learning transcripts or history
- Access full LMS transcript or history
- Search a catalog of available content or activities.
- See assigned mobile learning activities
- See mobile learning plans / bundled groups of content or activities
- See any LMS assigned activity or learning plan.
- Rate or comment on learning content or activities.
- Engages in a discussion group or blog
- Register for live events.
- Submit live event evaluations.
- Submit live event audience response.
- Enables access to LMS or talent management employee profile over the device.
- Takes notes and syncs them with personal profile
- Adds annotations to existing learning content
- Shares notes/annotations with other learners
- Captures and submits an audio recording
- Shares a captured audio recording with other learners

- Captures a video recording
- Shares a captured video recording with other learners

The system must be able to maintain the structure of the LMS through conversion from the current vendor to the new vendor if necessary:

- Convert 1500 active and 800 inactive users from our current LMS, Cornerstone, into active files in the system
- Convert approximately 300 training objects in various modules and formats (SCORM, materials, PDF, Classroom sessions) into active files in the system
- Ability to maintain assignment and completion dates, training hours, continuing education hours as well assignment email triggers
- Transfer any applicable data from the current LMS into a functional manner into the new system.
- Must be able to provide additional security requirements such as FEDERAL RISK AND AUTHORIZATION MANAGEMENT PROGRAM (FEDRAMP) due to the sensitive nature of CPS work. FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization and continuous monitoring for cloud products and services.

In addition to the internal users, the system should support an external door to the system for outside entities. This system should be able to do all the functions of the system for the internal user, yet have a unique log in process, home page and ability to separate users for purposes of reporting, assigning, and all other areas of the system.

- External enterprise system that connects in the internal part of the system but allows outside users to log into a portal with username and password to create an account. Functions the same as internal user system
- This system would be transaction based with the ability to host 5000 transactions per year.

We also request pricing on content available for use with the learning management system.

- 2000 unique active users. This would include caseworkers, supervisors, management teams, clerical staff and various other positions.

ATTACHMENT C

Clauses to be Included in Contract(s) Resulting from this Request for Proposals

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

4. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

5. E-Verification. If applicable, Contractor represents and warrants that 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. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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.

6. <u>Paymode.</u> Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. <u>Procurement Regulations.</u> The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*, a copy of which is available at 501 North Woolfolk Street, Suite 1301, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.dfa.ms.gov.

8. <u>Representation Regarding Contingent Fees.</u> Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

9. <u>Representation Regarding Gratuities.</u> Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*.

10. Stop Work Order.

    a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

        i. cancel the stop work order; or,
        ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

    b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

        i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
        ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

    c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

11. Termination for Convenience.

    a. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

    b. *Contractor's Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign

Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

12. <u>Termination for Default.</u>

   a. *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

   b. *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

   c. *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

   d. *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under

the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

e. *Erroneous Termination for Default*. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. *Additional Rights and Remedies*. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

13. <u>Termination Upon Bankruptcy.</u> This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

14. <u>Trade Secrets, Commercial and Financial Information.</u> It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

15. <u>Transparency.</u> This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq*. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.