

RFP No: 001

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until February 29, 2016 @ 1:00 p.m. Central Standard Time for the acquisition of the products/services described below for the State Workforce Investment Board.

Software to provide soft skills training to individuals who are currently seeking workforce services.

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

James Williams
State Workforce Investment Board
1235 Echelon Parkway
Jackson, MS 39213
jwilliams@swdb-ms.org

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 001
due February 29, 2016 @ 1:00 p.m. CST
ATTENTION: James Williams

SWIB RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 001.

- _____ 1) One clearly marked original response and four (4) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.

- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)

- _____ 3) *Proposal Bond*, if applicable (Section I)

- _____ 4) *Proposal Exception Summary*, if applicable (Section V)

- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)

- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)

- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)

- _____ 8) *References* (Section IX)

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**SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the State Workforce Investment Board (SWIB), should contact for questions and/or clarifications.

Name _____ Phone # _____
Address _____ Fax # _____
_____ E-mail _____

Subject to acceptance by **the SWIB**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of 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 _____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). Failure to follow any instruction within this RFP may, at the SWIB's sole discretion, result in the disqualification of the Vendor's proposal.

1. The SWIB has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
2. The Vendor's proposal must be received, in writing, by the office of **the SWIB** by the date and time specified. **The SWIB** 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. Proposals or alterations by fax, e-mail, or phone will not be accepted.
4. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
5. **The SWIB** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
6. **The SWIB** reserves the right to waive any defect or irregularity in any proposal procedure.
7. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the SWIB determines that the Vendor has altered any language in the original RFP, the SWIB may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **the SWIB** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
8. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 8.1 The Vendor is required to submit one clearly marked original response and **four (4)** identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 8.2 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.
 - 8.3 Number each page of the proposal.

- 8.4 Respond to the sections and exhibits in the same order as this RFP.
- 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
- 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
- 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
- 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
- 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
- 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The 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 must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
10. **The SWIB** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **SWIB** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the SWIB's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **the SWIB**.

12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
- 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and **four (4)** copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

13. **Communications with SWIB**

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 or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the SWIB in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the SWIB web site. Vendors failing to comply with this requirement will be subject to disqualification.

The SWIB's contact person for the selection process is: James Williams, Executive Director, 1235 Echelon Parkway, Jackson, MS, jwilliams@swdb-ms.org.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

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.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of SWIB**

All written proposal material becomes the property of the **SWIB**.

4. **Written Amendment to RFP**

Any interpretation of an **SWIB** RFP will be made by written amendment only. A copy of any amendment will be posted on the **SWIB** website, together with the associated RFP specification. Vendors are required to check the **SWIB** website periodically for RFP amendments before the proposal opening date at:

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **SWIB** website, you may contact James Williams and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **the SWIB** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any SWIB employee.

6. **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 SWIB 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.

7. **Evaluation Criteria**

The SWIB's 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. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

The **SWIB** reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**
The **SWIB** reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the SWIB.
10. **Right to Use Proposals in Future Projects**
The **SWIB** reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the SWIB to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the SWIB and requires the agreement of the proposing Vendor. The **SWIB** decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.
11. **Price Changes During Award or Renewal Period**
A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the SWIB will always take advantage of price decreases.
12. **Right to Request Information**
The SWIB reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The SWIB also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The SWIB reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the SWIB is aware, even if that customer is not included in the Vendor's list of references.
13. **Vendor Personnel**
For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:
- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The **SWIB** will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and

employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.

13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the SWIB. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the **SWIB's** business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the **SWIB's** behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the **SWIB**. The **SWIB** recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The **SWIB** must understand these issues in order to decide to what degree they may impact the **SWIB's** ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the **SWIB** with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the **SWIB**.

15. **Best and Final Offer**

The **SWIB** reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the **SWIB** believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the **SWIB**, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the SWIB. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the SWIB that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The **SWIB** may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the SWIB and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the SWIB before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or

imply that the firm or its services are endorsed or preferred by the SWIB or State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The **SWIB** reserves the right on turnkey projects to secure certain products from other existing State contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence 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 **SWIB** is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **SWIB** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

SWIB will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **SWIB** and the Vendor:

3.1 The Proposal Exception Summary Form as accepted by **SWIB**;

3.2 Contracts which have been signed by the Vendor and **SWIB**;

3.3 **SWIB**' Request for Proposal, including all addenda;

3.4 Official written correspondence from **SWIB** to the Vendor;

3.5 Official written correspondence from the Vendor to **SWIB** when clarifying the Vendor's proposal; and

3.6 The Vendor's proposal response to the **SWIB** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **SWIB** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such 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 SWIB.

6. **Mandatory Legal Provisions**

6.1 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 the implied warranties of merchantability and fitness for a particular purpose.

6.2 The Vendor shall have no limitation on liability for claims related to the following items:

6.2.1 Infringement issues;

6.2.2 Bodily injury;

6.2.3 Death;

6.2.4 Physical damage to tangible personal and/or real property; and/or

6.2.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

6.3 All requirements that the **SWIB** pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

6.4 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi.

6.5 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

6.6 The SWIB 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.

6.7 The **SWIB** shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

7. **Approved Contract**

7.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:

- 7.1.1 Written notification made to proposers on **SWIB** letterhead, or
- 7.1.2 Notification posted to the **SWIB** website for the project, or
- 7.1.3 The **SWIB** approval of same.

8. **Contract Validity**

All contracts are valid only if signed by the Executive Director and Chairman of **SWIB**.

9. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director and Chairman of **SWIB** signs.

10. **Availability of Funds**

All contracts are subject to availability of funds of the **SWIB**.

11. **Time For Negotiations**

11.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **SWIB**, unless **SWIB** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **SWIB** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

11.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the SWIB may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **SWIB** consents to a different period.

12. **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 **SWIB**.

13. **Sole Point of Contact**

SWIB will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

13.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the SWIB is only required to negotiate with the Vendor.

13.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the SWIB from any contractor, third party or subcontractor without the SWIB having to negotiate separately or individually with any such parties for these terms or conditions.

13.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the

SWIB, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the **SWIB**. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the **SWIB**.

14. **SWIB Approval of Subcontractor Required**

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 **SWIB**. **SWIB** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.
15. **Inclusion of Subcontract Agreements**

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

In order to protect the **SWIB's** interest, **SWIB** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.
17. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
18. **Outstanding Vendor Obligations**

The **SWIB**, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
19. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **SWIB** specifications, unless an explicit requirement for used equipment is otherwise specified.
20. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
21. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* 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 ninety (90) days.
22. **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.

23. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
24. **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.
25. **Ownership of Developed Software**
- 25.1 When specifications require the Vendor to develop software for the **SWIB**, the Vendor must acknowledge and agree that the SWIB 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.
- 25.2 The **SWIB** may be willing to grant the Vendor a nonexclusive license to use the software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
26. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the **SWIB**, the Vendor must offer the **SWIB** an application license entitling the **SWIB** to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
27. **Terms of Software License**
The Vendor acknowledges and agrees that the term of all software licenses provided to the **SWIB** shall be perpetual unless stated otherwise in the Vendor's proposal.
28. **The SWIB is Licensee of Record**
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for SWIB use in its company name. Upon award of a project, the Vendor must ensure that the SWIB is properly licensed for all software that is proposed for use in a project.
29. **Compliance with Enterprise Security Policy**
Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and

require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the SWIB.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Vendor must provide contact information (name, email address, phone number) to the SWIB's contact person identified in Section II, Item 13 who will coordinate the secure delivery of the requested information.

30. **Negotiating with Next-Ranked Vendor**

Should the **SWIB** cease doing business with any Vendor selected via this RFP process, for any reason, the **SWIB** reserves the right to initiate negotiations with the next ranked Vendor.

31. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the State's Public Records Procedures established in accordance with the Mississippi Public Records Act.

As outlined in the Third Party Information section of the Public Records Procedures, **SWIB** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **SWIB** will not, however, give such notice with respect to summary information prepared in connection with the SWIB's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **SWIB** or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **SWIB** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **SWIB** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **SWIB**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **SWIB** significantly after the proposal opening date. **SWIB** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

32. **Risk Factors to be Assessed**

The **SWIB** will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The SWIB, at its sole discretion, may employ the following mechanisms in mitigating

these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

33. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

34. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

35. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

36. **Protests**

The Executive Director of **SWIB** and/or the Board Members of **SWIB** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract.

37. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **SWIB** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP. The outside of the envelope must be marked "Protest" and must specify RFP number 001.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **SWIB** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **SWIB** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the SWIB is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense. Prior to approval of the protest bond, **SWIB** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the SWIB may reasonably require. The premiums on such bond shall be paid by the protesting Vendor.

Should the written protest submitted by the Vendor fail to comply with the content requirements of protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **SWIB** Executive Director.

38. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. 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. Vendor will agree to maintain records of such compliance and, upon request of the SWIB, to provide a copy of each such verification to the SWIB.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the SWIB due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **SWIB** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **SWIB** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **SWIB** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **SWIB** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **SWIB** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **SWIB** and the Vendor reach a successful agreement, **SWIB** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **SWIB**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the SWIB.
5. The SWIB desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the RFP, including the *Standard Contract* in Exhibit A,

if included herein. As such, Vendors whose proposals, in the sole opinion of the **SWIB**, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

SWIB RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	SWIB Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

**SECTION VI
RFP QUESTIONNAIRE**

Please answer each question or provide the information as requested in this section.

1. Certification of Authority to Sell

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

2. Certification of No 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. The Vendor must answer and/or provide the following:

2.1 Does there exist any possible conflict of interest in the sale of items to any institution within **SWIB** jurisdiction or to any governing authority? (A yes or no answer is required.)

2.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

3. Pending Legal Actions

3.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

3.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

4. Non-Disclosure of Social Security Numbers

Does the Vendor acknowledge 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? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

5. Order and Remit Address

The Vendor must specify both an order and a remit address:

Remit Address (if different):

6. **Web Amendments**

As stated in Section III, **SWIB** will use the **SWIB** website to post amendments regarding RFPs before the proposal opening at:

<https://swib.ms.gov/>

SWIB may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **SWIB** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the SWIB’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the SWIB that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions or No Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

3. General Overview and Background

The State Workforce Investment Board (SWIB) is interested in implementing an online soft skills training system. This system will primarily be used by participants seeking workforce services in order to provide soft skills needed to enter the workforce.

4. **Procurement Project Schedule**

Task	Date
First Advertisement Date for RFP	01/18/2016
Deadline for Vendor's Written Questions	3:00 p.m. CST on 02/08/2016
Deadline for Questions Answered and Posted to SWIB Web Site	02/15/2016
Proposal Due Date	02/29/2016 1:00 p.m. CST
Contract Negotiation	03/01 – 03/11/2016
Proposed Project Implementation Start-up	04/01/2016

5. **Statement of Understanding**

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.

5.1.2 Vendor must deliver a written document to James Williams at SWIB by Monday, February 29, 2016 at 1:00 p.m. Central Standard Time. This document may be delivered by hand or mailed. Address information is given on page one of this RFP. **SWIB WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **SWIB** on time. Vendors may contact James Williams to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **SWIB** web site by close of business on Monday, February 15, 2016.

6. **Vendor Qualifications**

The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP. Vendor must address each of the elements specified below.

6.1 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.

6.2 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.

- 6.3 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 6.4 The Vendor must specify the Vendor's relationship to any parent firms, sister firms, or subsidiaries.
- 6.5 The Vendor must provide the name and the state of incorporation, if incorporated.
- 6.6 The Vendor must indicate the number of clients for which his company is currently providing software, services and support. Discuss the geographic distribution of these clients.
- 6.7 The Vendor must provide a copy of their company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three (3) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
- 6.8 Vendor must provide an organizational chart identifying all personnel proposed for this project.
- 6.9 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.
- 6.10 Vendor must disclose if any of the personnel proposed for this project are independent consultants, subcontractors, or acting in a capacity other than an employee of the Vendor submitting the proposal.
- 6.11 **MANDATORY** – At least one (1) of the Vendor's references, as outlined in Section IX of this RFP, must identify a public entity (city, state, province or country) in which the Vendor has implemented a Soft Skills Training platform for an entity similar to the specifications listed in this RFP. Include the name, title, telephone number and e-mail of a contact person in the state or province named.

Preference may be given to Vendors with more than one (1) successful similar public entity installation.

7. Training Solution Requirements

- 7.1 The Vendor must describe the software, services and support being provided and the stage of development of those services.

The Vendor must state the number of years the Vendor has been providing the products and services being proposed.

7.2 Vendor's proposed solution for online soft skills and **basic skills** training should consist of components to include, but not limited to:

SOFT SKILLS

- 7.2.1 Career assessment;
- 7.2.2 Job search;
- 7.2.3 Time management;
- 7.2.4 Networking;
- 7.2.5 Job application; and
- 7.2.6 Interviewing

BASIC SKILLS

- 7.2.7 Reading;
- 7.2.8 Mathematics;
- 7.2.9 Writing;
- 7.2.10 Reading Comprehension; and
- 7.2.11 Locating Information

7.3 Vendor's proposed solutions should be compatible with all major web browsers (e.g. Internet Explorer, Firefox, Safari).

7.4 The Vendor must furnish:

- 7.4.1 Minimum PC system and browser technical specifications necessary to access the system as proposed; and
- 7.4.2 Recommended PC system and browser technical specifications necessary to access the system as proposed.

7.5 Vendor's proposed solution should allow the user to work at their own pace.

7.6 Vendor's proposed solution should have an interactive component that will deliver training that consists of complete, succinct courses including real interviews with job seekers and employers.

Vendor should provide website information or links to the videos containing the interviews.

- 7.7 Vendor's proposed solution must be simple to navigate.
- 7.8 Vendor's proposed solution must be practical and straight forward, written on a 6th - 8th grade reading level.
- 7.9 Vendor's proposed solution should be plug and play, and should not require any modifications.

Describe customization that will be required.
- 7.10 Vendor's proposed solution must be scalable and incorporate the latest in learning initiatives.

8. Reporting Requirements

- 8.1 Vendor's proposed solution must have the ability to track individual user progress.
- 8.2 Vendor's proposed solution should offer the capability to assign staff to participants and give staff the ability to track the progress of their assigned participants. Explain your solution in detail.
- 8.3 Vendor's proposed solution should offer the capability to group participants so that participants can be assigned to staff. Explain your solution in detail.
- 8.4 Vendor's proposed solution should be flexible in assigning participants user accounts and staff to manage those accounts.
- 8.5 Vendor's proposed solution should offer the flexibility to transfer files between the system and other technology and should include, but not limited to the following:
 - 8.5.1 Participants that have registered
 - 8.5.2 Participants that have completed a course with course detail
- 8.6 Vendor's proposed solution should offer a comprehensive reporting solution that will include, but is not limited to:
 - 8.6.1 Training module progress by user;
 - 8.6.2 Documents completed by user (i.e. resume, cover letter);
 - 8.6.3 Available at request by SWIB.

9. System Requirements

- 9.1 **SWIB** desires that the Vendor provide services consisting of a hosting platform, software, technical support, maintenance and training for the implementation of the Online Soft Skills Training Software.

- 9.2 Vendor must describe in detail how he intends to provide hosting, security, backup, redundancy/failover, and recovery from the Vendor's ASP site.
 - 9.3 The Vendor must identify the maximum number of concurrent users and describe the maximum system load that the standard system will support.
 - 9.3.1 The system must be able to accommodate a minimum of 5500 users.
 - 9.3.2 **SWIB** anticipates approximately 8,000 users on an annual basis.
 - 9.4 The Vendor must provide an unlimited number of licenses.
10. **Vendor Training/Online Help**
- 10.1 The Vendor must provide Web-based training and on-site training for the product.
 - 10.2 The Vendor must provide Help Guides for system users. Users must have the ability to access eHelp from within the application.
 - 10.3 The proposed solution must be capable of providing online technical help through a self-service frequently asked questions (FAQ) link.
 - 10.4 The Vendor must provide helpdesk options for participants, employees and clients that include email, online chat, and phone support.
 - 10.5 The Vendor must provide a fully loaded daily rate for on-site and Web-based training.
11. **Warranty/Maintenance**
- 11.1 System Updates
 - 11.1.1 Vendor must provide the SWIB with enhancements and updates to the software as they are made generally available. Vendor must state how often they provide enhancements and updates.
 - 11.1.2 The vendor must provide information to SWIB on any product software patches, updates, service releases, and upgrades no later than the time at which such changes are implemented.
 - 11.1.3 In the event of a planned web portal outage for the purpose of a system upgrade, a message should be displayed on the website no later than three (3) days prior to the planned outage complete with the dates and times of the scheduled outage and/or the date and time that the system will not be available and the date and time that the system will become

available and remain on the website until the system becomes available again.

12. **Additional Requirements**

12.1 SWIB acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

12.2 Vendor should be prepared to demonstrate the software after proposals have been submitted.

Demonstration should highlight all required features in the product overview.

13. **Scoring Methodology**

13.1 An Evaluation Team composed of **SWIB** staff and Board members 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.

13.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

13.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

13.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the SWIB at no additional charge, which, in the sole judgment of the SWIB, provide both benefit and value to the SWIB significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

13.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications	10
Technical Specification: Training Solution Requirements, Reporting Requirements, and Interface Requirements	20

Installation and System Requirements	10
Warranty/Maintenance	10
Additional Requirements	10
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
Maximum Possible Points	105

13.2 The evaluation will be conducted in four stages as follows:

13.2.1 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/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

13.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

13.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Non-Cost Categories:	
Vendor Qualifications	10
Technical Specification: Training Solution Requirements, Reporting Requirements, and Interface Requirements	20
Installation and System Requirement	10
Warranty/Maintenance	10
Additional Requirements	10
Total Non-Cost Points	60
Maximum Possible Points	60

13.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

13.2.2.3 SWIB scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the "Technical Specifications category was

allocated 30 points; a proposal that fully met all requirements in that section would have scored 27 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the SWIB.

13.3 Stage 3 – Cost Evaluation

13.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

13.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40
Maximum Possible Points	40

13.4 Stage 4 – Selection of the successful Vendor

13.4.1 On-site Demonstrations and Interviews

13.4.1.1 At the discretion of the SWIB, 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.

13.4.1.2 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.

13.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite

visit.

13.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

13.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.