



## Request for Proposal (RFP)

Issued on: June 3, 2019  
Solicitation Number: FinancialSystems-2019- Timesheet-03  
For: Timekeeping services  
Quotes Deadline: June 24, 2019

### Background

Pathfinder is driven by the conviction that all people, regardless of where they live, have the right to decide whether and when to have children, to exist free from fear and stigma, and to lead the lives they choose.

Since 1957, we have partnered with local governments, communities, and health systems to remove barriers to critical sexual and reproductive health services. Together, we expand access to contraception, promote healthy pregnancies, save women's lives, and stop the spread of new HIV infections, wherever the need is most urgent.

Our work ensures millions of women, men, and young people are able to choose their own paths forward.

### Scope of Work (SOW)

The overall goal of the RFP process is to select a highly collaborative, world class agency partner with the experience, expertise and capability to manage and implement timekeeping services.

Pathfinder is requesting proposals for software that does time/attendance and paid time off tracking only. Payroll, expenses and other functions are not needed.

### Required Features

- DCAA Compliant
- SaaS (Cloud based)
- Single-Sign-On Capability
- Mobile phone accessible
- Allow for multiple pay cycles (weekly and semi-monthly timesheets)
- Ability to record regular and overtime hours
- Auto creation of timesheet for every employee for every period
- Automated emails when a timesheet is overdue or requires approval
- Paid Time Off tracking for multiple types of leave across 20+ countries with different rules for each leave type. Leave balance reporting.
- Electronic leave request & approval
- Simple manager approval screen - no need to refresh to see corrected timesheets or those just moved under a new supervisor.
- Ability to create a timesheet template – for people who charge multiple projects every week
- Single point of entry to create and update employee information (dates, cost centers, managers)

### Wishlist features

- Mobile Application

Simplistic setup – no modules to import/export between  
Single file import for new employees.  
Ability to tag multiple leave codes to one employee in single action.  
Auto-delete any timesheets for a person after their termination date  
Auto-Save timesheet when you enter new data  
Auto pro-rate Paid Time Off for new hires  
Integrates with Microsoft Dynamics NAV  
Integrates with ADP/Cornerstone  
Ability to budget time by employee by project  
Ability to view system in multi-languages (French, Spanish and Portuguese mainly)  
Tracking for Missing Timesheets  
Export/import utilities

### **Inquiries**

If you have any questions/inquiries, please e-mail [procurement@pathfinder.org](mailto:procurement@pathfinder.org) no later than close of business June 17, 2019. The solicitation number indicated above must be included in the subject line. Responses will be posted to all known offerors.

### **Proposal Deadline**

All written responses to this RFP must be received by Pathfinder no later than 5:00pm (Washington, D.C. time) on June 24, 2019. The solicitation number indicated above must be included in the subject line/on the envelope.

Please mail the quote and other information directly to: Priti Patel, Pathfinder International, NEW TENANT, 1015 15<sup>th</sup> ST. NW, STE 1100, Washington, DC 20005. Please label each proposal and place them in separate inner envelopes. One should be labeled technical proposal and the other Cost proposal. The solicitation number indicated above should be included in the reference line.

### **Modification**

If at any time prior to award Pathfinder deems there to be a need for a significant modification to the terms and conditions of this RFP, Pathfinder will issue such a modification as a written RFP amendment to all competing offerors. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no offeror shall rely on any such statement. Such amendments are the exclusive method for this purpose.

### **Resulting Award**

Single contract: As a result of this solicitation, Pathfinder anticipates engaging a single independent contractor/company. Pathfinder reserves the right to split the SOW and make multiple awards.  
Any resulting contract will be subject to the terms and conditions contained in Annex B.

### **Payment Terms**

Pathfinder anticipates entering into a cost reimbursable fixed-cost contract with the selected contractor.

## **Proposal Guidelines and Instructions**

Offerors will be required to submit two sealed proposals, one a technical proposal and the other a cost proposal. All proposals must be signed and valid for a minimum of sixty (60) days.

Your proposal should provide basic information about your Company/Individual and relevant service offerings. It should have a section addressing each of the following areas:

- (a) Company/Individual Profile
- (b) Past Performance
- (c) Customer Service
- (d) Technical Approach (offeror will be evaluated based on their responsiveness to the Scope of Work)
- (e) References
- (f) Relationship disclosure and mitigation plan

Responses should include the following information:

### **A. Technical Proposal**

#### **a. Company/Individual Profile**

- Provide a general description of the offeror in terms of domestic and international experience (if appropriate)
- Briefly summarize the offeror's qualifications and experience of the activities described in the scope of work

#### **b. Past Performance**

- Provide a detailed track record of previous similar work undertaken

#### **c. Technical Approach**

- Describe the offeror's technical approach in responding to the scope of work
- Describe the offeror's experience dealing with the subject matter
- Describe the offeror's capability in relation to the subject matter

#### **d. References – pass/fail**

- Submit two (2) client references for the organization from international organizations
- Provide any other information to demonstrate the Contractor's capability in relation to the Scope of Work
- Highlight any experience with Pathfinder

#### **e. Relationship disclosure – pass/fail**

- Describe any current or past relationships your organization may have with Pathfinder, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how this risk will be mitigated.
- Describe any personal or familial relationships any employee of the Contractor has with any employee of Pathfinder. If there is a relationship, please explain how any conflict of interest risk will be mitigated.
- *Disclosure does not automatically disqualify offeror.*

## B. Cost Proposal

Provide detailed and complete information on the setup costs that will be incurred by Pathfinder International. Such costs must include all items that will be from your company and any subcontractors.

- 1) Provide detailed and complete information for each program component. Include all ongoing fees and costs.
- 2) For any services based on monthly management fees, please provide a summary of what the fee will include and what additional fees may be incurred.
- 3) For services billed on an itemized basis, please provide estimates for production costs, for creative services, etc.

### **Evaluation Criteria**

In evaluating the proposals, Pathfinder International will seek the **best value for money** rather than the lowest priced proposal. Pathfinder will use a two-stage selection procedure:

- the first stage will evaluate the Technical Proposal. The technical proposal opening will be attended only by Pathfinders, as no information other than who submitted an offer will be read out at this stage.
- the second stage will evaluate the Cost Proposal for proposals that pass the Technical Proposal evaluation. Only proposals with an average score of 70 and above will be considered eligible for stage 2
- Contractors passing stage 1, will be invited to a public cost proposal opening. Attendance is not mandatory and the cost proposal opening will be shared with all eligible contractors.

Specifically, the selection committee will evaluate each proposal upon the following criteria:

<b>Criteria</b>	<b>Weight</b>
Bid Submission <ol style="list-style-type: none"><li>a. Bid submitted on time</li><li>b. Offeror is eligible to receive funding per background checks</li><li>c. Any potential conflict of interest is sufficiently mitigated</li></ol>	Pass/Fail
Past Performance <ul style="list-style-type: none"><li>• Provide a detailed track record of previous similar work undertaken</li><li>• Previous work with similar sized</li></ul>	20points

international non-profit organizations	
<b>Technical Approach</b> <ul style="list-style-type: none"> <li>• Describe in detail the offeror’s technical approach in responding to the scope of work</li> <li>• Ability to meet all our required features</li> <li>• What wish list features is the offeror able to provide</li> </ul>	60 points
<b>References</b> <ul style="list-style-type: none"> <li>• Describe the key personnel to be utilized on the engagement along with resumes of key personnel. Indicate their degree of expertise and prior experience, which would be appropriate for the engagement;</li> <li>• Please include resumes of the proposed key personnel (max 2 pages each)</li> <li>• Written references from 2 similar sized international organizations, preferably international non-profits.</li> </ul>	20 points
<b>Total Weight</b>	<b>100</b>

Pathfinder is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals.

Pathfinder shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning offeror.

The evaluator will tally all the individual scores for each section and calculate the total score. If the total number points meet or exceeds the 70 point threshold, the suppliers cost proposal will be eligible for consideration.

The score for the cost proposal will be calculated in the following manner:

Cost proposal score =  $100 \times \text{Lowest cost} / \text{cost of the proposal under consideration}$ . The lowest cost proposal will receive the full 100 points.

The total score will be calculated as follows:

Total Score= Technical proposal score of the proposal under consideration multiplied by 70 plus (+) Cost proposal score of the proposal under consideration multiplied by 30.

**Terms**

Pathfinder reserves the right to cancel this solicitation at any point and is under no obligation to issue a subcontract as a result of this solicitation.

Pathfinder will not reimburse any expenses related to the preparation of any proposal related materials or delivery.

**Confidentiality**

All information disclosed by either party regarding this RFP is confidential and shall be treated as such.

**Agreement**

Any resulting contract will be subject to the terms and conditions contained in the annex.  
See Annex A

Thank you,

Priti Patel  
Procurement Manager  
Pathfinder International

## ANNEX A: GENERAL TERMS AND CONDITIONS

### TERMS OF PURCHASE

**ACCEPTANCE OF ORDERS.** This purchase order ("Order" or "Contract") is an offer by Pathfinder International ("PI") to purchase the "goods" and/or "services" (collectively, other provisions specifically incorporated by reference in writing on this Order). Acceptance of this Order is expressly limited to its exact terms and acknowledgement form and return thereof to PI, by Contractor's return to PI of any other definite and reasonable expression of acceptance, or by attempted part or full performance. PI objects, and refuses to assent, to the inclusion of any different, conflicting or additional terms proposed by Contractor in acknowledging or accepting the order. Acceptance by PI of the Items will not constitute acceptance of any terms proposed by Contractor

**INVOICE REQUIREMENTS:** Contractor shall submit an invoice prior to payment for goods or services. Each invoice shall be numbered and shall include: (a) the Contractor's name and address, dates of performance and amount of payment requested; (b) a reference by number to this purchase order; and (c) a description of the items for which payment or reimbursement is sought. Upon acceptance of the deliverables by PI, PI shall make payment to the Contractor either in local currency purchased by PI at prevailing market rates, or by wire transfer of US Dollars to a local bank account held in the name of Contractor. PI shall not be liable for fluctuations in exchange rates after such purchase of local currency or wire transfer of funds.

**RELATIONSHIP:** It is understood and agreed that Contractor is furnishing services to PI as an independent contractor, and nothing contained in the Contract between PI and Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.

**CONFIDENTIAL INFORMATION:** Each party shall treat as confidential all information obtained from the other during the course of performance under the Contract, unless such information is in the public domain. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law.

**ASSIGNMENT:** Neither party may assign its rights or responsibilities under this contract without the prior written consent of the other, except that PI may assign its rights under the Contract if required to do so by law or as collateral for a bank loan or other financing.

**COMPLIANCE WITH LAWS:** Each party shall comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the work to be performed under the Contract.

### **INDEMNIFICATION:**

- a. Contractor represents and warrants that no use or sale of any goods, alone or in any combination recommended or specified by Contractor, and no service performed by Contractor, its agents, employees or representatives, will infringe any United States or foreign patent invention, design, copyright or trademark ("property right"). Contractor agrees to indemnify and hold PI, its officers, agents, employees and vendees (mediate and immediate) harmless from any and all loss, expense (including attorney's fees), damage, liability, claims or demands and all judgments and decrees resulting from any actual or alleged infringement or contributory infringement or any property right arising from the use, lease, sale or other transfer of any such goods or from any such services performed hereunder. Contractor will at its sole expense, upon the written request of PI, defend or assist in the defense of any action which may be brought against PI or anyone using, leasing, selling or otherwise transferring any of PI's products incorporating any such Item by reason of any such actual or alleged infringement or contributory infringement; and PI will have the right to select counsel and actively participate in any such action.
- b. Contractor will indemnify and hold PI and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by PI and/or its customers (whether or not the Order is cancelled) caused by or arising out of Contractor's breach of any term of this Order including, without limitation, the timely performance thereof.
- c. If Contractor's agents, employees or representatives enter premises owned, leased, occupied by or under the control of PI or any of PI's customers or suppliers or if PI's agents, employees or representatives enter upon premises occupied by or under the control of Contractor or any of Contractor's customers or suppliers in the course of performance, Contractor will indemnify and hold PI harmless from and against any and all loss, claim, damages, injury (including death), liability, cost, expense (including attorneys' fees) and any causes of action whatsoever arising out of or in connection with any act or omission of Contractor, its officers, employees and agents. Contractor will maintain public liability, property damage and employees liability and compensation insurance in reasonable amounts and kinds of sufficient to protect PI from any of said risks and from any claims under any applicable worker's compensation or occupational duties acts. Contractor will provide PI with proper evidence of such insurance upon request.

**ENTIRE AGREEMENT:** This contract supersedes all prior oral or written agreements, if any, between the parties concerning the work under this contract and constitutes the entire agreement between the parties with respect to the work to be performed under this contract.

**MODIFICATIONS:** The scope of work and other terms and conditions contained in this contract shall not be added to, modified, superseded or otherwise changed except by written modification.

**INSPECTION/ACCEPTANCE:** Prior to acceptance, all Items will be subject to inspection and tests by PI at the place of manufacture and/or such other place selected by PI. Payment for Items delivered will not constitute acceptance thereof. Any acceptance resulting from initial inspection performed at PI's facility on receipt of Items will be considered conditional; PI has the right to return to Contractor, at Contractor's expense, Items which subsequently develop defects due to latent causes during inspection, installation and tests of the end product.

**EXECUTIVE ORDER ON TERRORISM FINANCE:** The Contractor is reminded that U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with such laws. The Treasury Department's list of Specially Designated Nationals appears at [www.treas.gov/offices/enforcement/ofac/sdn/](http://www.treas.gov/offices/enforcement/ofac/sdn/).

**Termination for Convenience.** Pathfinder International reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination.

**Termination.** Pathfinder International may terminate the Contract or any part thereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any term or condition of the Contract, or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of the prime contract for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Contractor for any amount for supplies or services not accepted, and Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Contract or by law. If it is determined that Pathfinder improperly terminated the Contract for default, such termination shall be deemed a termination for convenience.

**WAIVER.** Failure of PI to enforce at any time or for any period of time any of the provisions of this contract will not constitute a waiver of such provisions or of the right of PI to enforce each and every provision.

**DEFAULT:**

a. If any Items are defective or non-conforming or in case of breach of warranty, PI has the right, in whole or in part, in its sole discretion, to (i) return at Contractor's expense (including unpacking, examining, repacking and reshipment charges), for repair, replacement, credit or refund (at PI's sole discretion), all or any part of the order, (ii) cancel or hold all or part of any unfilled balance(s) due, or (iii) inspect or take corrective measures (or both) with the resulting charge as to be borne by Contractor. If PI requests, Contractor will be present for testing, installing, modifying and adjusting the Items.

b. In addition, if PI cancels the Order, in whole or in part, due to Contractor's breach, or if Contractor fails to make progress or to prosecute the work as to endanger performance of the Order, PI will have all the remedies and damages to which it may be entitled at law and in equity, including, without limitation, incidental and consequential damages. In all events, Contractor will continue to perform the Order to the extent not cancelled under the provisions of this paragraph. In addition to, and not in limitation of, any other rights of PI hereunder, upon any cancellation, rightful rejection or justifiable revocation of acceptance of Items, PI will not be liable for cancellation or termination changes and PI will have a security interest in any Items in its possession or control for any payment made on account of the price hereunder and any expenses reasonably incurred in its inspection, receipt, transportation, care and custody. In the event of any such termination or cancellation, PI may require Contractor to sell, transfer title and deliver to PI any or all completed or partially completed goods and provide PI, at PI's expense, reasonable technical assistance in establishing an alternate source for Items that have been so cancelled.

c. PI may cancel the order, in whole or in part (i) upon the filing of any petition in bankruptcy against Contractor, (ii) if Contractor is Order or adjudged bankrupt, becomes insolvent or goes into liquidation, or generally fails to pay debts as they become due, (iii) upon appointment of a receiver or custodian of all or a substantial part of Contractor's assets, (iv) upon admission of Contractor to the benefit of any procedure for the settlement of its debts, (v) upon seizure of all or a substantial part of Contractor's assets by any judicial or governmental procedure, or (vi) at any time such cancellation is required by competent decree, Order, law or regulation of the government of the United States or of any foreign country having competent jurisdiction over the parties and subject matter hereof, or by any respective political subdivision thereof so having competent jurisdiction.

d. Those portions of this contract which by their terms have application after termination will survive the termination of this contract.

**WARRANTY:**

a. Contractor warrants that all Items fully and strictly conform to the specifications, drawings, samples or other descriptions furnished or adopted by PI; that they are of good material and workmanship and free from defects, including latent defects; that they are new and unused; that they are of merchantable quality; that, if Contractor is or reasonably should be aware of the use for which PI intends to use Items, they are fit for such particular purpose and that they will be free of all liens and encumbrances. Contractor warrants that it is conveying good title to all goods. If Contractor is responsible for design, Contractor warrants that such Items are free from defects in design and are fit and sufficient for the purposes intended by PI. Approval by PI of designs furnished by Contractor will not relieve Contractor of its obligation under this warranty. Inspection, testing or use of Items will not affect this warranty.

b. Contractor's warranty will be effective for the period of time set forth on the face of the Order. If no such period of time is so set forth, this warranty will be effective for the period of one (1) year after date of acceptance of such Items. Contractor will bear all expenses in connection with returning goods to Contractor for breach of warranty, including, without limitation, expenses and penalties incurred by PI in recalling goods which have been delivered to PI's customers and expenses of redelivery, and will bear all risk of loss or damage to goods while in transit. This warranty will run to PI, its successors, assignees, customers, and the users of its products and will not be deemed to be exclusive.