

**REQUEST FOR PROPOSALS
(RFP)**

ISSUE DATE: June 23, 2005
TITLE: Recruitment Management System
RFP NUMBER: HRS05-1
ISSUING AGENCY: Commonwealth of Virginia
Department of Human Resource Management
James Monroe Building, 13th Floor
101 North 14th Street
Richmond, Virginia 23219

PERIOD OF CONTRACT: From September 1, 2005 through July 31, 2007 with three one-year renewal options.

Sealed proposals for furnishing services described herein will be received subject to the conditions cited herein until 2:00 p.m. August 3, 2005

All Inquiries Must Be In Writing And Should Be Directed To:

Mr. William G. Gregory
Department of Human Resource Management
101 North 14th Street, 13th Floor
Richmond, Virginia 23219
Fax Number: (804) 225-2790
E-Mail: Bill.Gregory@dhrm.virginia.gov

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposals, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish materials and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

	Date: _____
	By: _____
	(PRINTED NAME)
	(SIGNATURE IN INK)
Zip Code: _____	Title: _____
Fax Number: () _____	Telephone: () _____

PRE-PROPOSAL CONFERENCE: Optional Offerors Conference July 13, 2005 10:00 a.m. see section 6.9.

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for an on-line, web based Recruitment Management System (RMS) that will integrate all phases of the employment process, from the initial job requisition to the demographics of the applicant selected for employment.

2. BACKGROUND

Governor's Executive Order 74/01 requires Executive Branch agencies, colleges and universities to post all vacant classified positions, which they intend to fill, into the current centralized system referred to as the Recruit. The requisitions for the vacant positions will be advertised to the public through the Department of Human Resource Management's (DHRM) web site. The system should allow agencies to track agency applicant data that is received in response to the requisitions, completely through the hiring process, from receipt of application through candidate selection. This system will provide DHRM, as the central human resource agency for the Commonwealth, data that is necessary to conduct comprehensive statistical analysis and reporting on the recruitment and selection practices of the Commonwealth. The system will provide agencies with a tool for tracking and monitoring internal agency recruitment activities. RMS, by providing an online application, should also provide job applicants with a solution that will make applying for a job with the Commonwealth very convenient and efficient.

3. STATEMENT OF BUSINESS NEEDS

This Section identifies and describes the full range of mandatory and desirable business features the proposed system must address.

Offers that do not include all mandatory items may be excluded from further evaluation.

Offerors should answer all questions fully and should describe how each feature, including mandatory ones, are implemented in the proposed solution. Offerors may respond with "Feature not available" or "Not Included".

All offerors must respond to each itemized requirement or question enumerated below in order to be considered. Failure to conform to mandatory items may result in a proposal being removed from consideration.

The proposed system should be capable of performing all required functions within the Commercial off-the-shelf software package.

3.1 The Recruitment Management System should consist of the following major components. Specifications are provided for each component of the system.

- Job Requisition - The creation and advertisement of a job announcement, to include capture of recruitment costs and where the position was posted
- On-Line Employment Application
- Applicant Tracking
- EEO Reporting

3.2 JOB REQUISITION

This component of the RMS should allow agencies to continue the practice of posting vacancies into a centralized system, while providing a flexible and user-friendly interface. The job postings entered into the system will be referred to as requisitions and will include all information that is necessary for posting and advertising job vacancies.

The system should generate a unique requisition number for each job posting that will serve as an identifier for tracking the requisition and related applicant data through the system.

The system should allow agencies to create job requisitions for vacant job positions.

Authorized users should be provided with an open data entry screen interface for creating job requisitions.

Users should be provided with an interface to conduct various requisition actions. The menu should include but not limited to the following options:

3.2.1 Create New Requisition

This option should provide the user with a data entry screen that should include the following fields:

Requisition Number	System Generated - Unique Identifier
Requisition Creation Date	System Generated - Based on system date (real date)
Agency Number	Pre-defined, based on user profile information. Maybe overwritten by user with rights to additional agencies.
Agency Name	Pre-defined, based on agency number
Position Number	May be selected from drop-down list, based on agency position table data.
Role Title	Populated from the agency position number data.
Working Title	Optional
EEO 4 Category	May be selected from drop-down list of pre-defined values
Type of Position	May be selected from drop-down list with the following values: <ul style="list-style-type: none">➤ Full-time Classified➤ Other (change to faculty)➤ Part-time Classified➤ Wage/hourly➤ Non-Classified

Closing Date	Date field
Open till filled	Yes / No
Continuous recruit	Yes / No
Location	Geographic location of job
Pay Band	Pre-defined, based on position data
Salary Range	Consistent w/current Recruit Options
Recruitment Type	May be selected from drop-down list with the following values: <ul style="list-style-type: none"> ➤ G - General Public ➤ E - State Only ➤ A – Agency
Description of duties and qualifications	
Contact Information: <ul style="list-style-type: none"> ➤ Name ➤ Address ➤ Phone ➤ Fax ➤ E-mail ➤ Economic Interest 	
Agency Web Site Address	Should include link to agency web site.
Requisition Status Update	May be selected from a drop-down list with the following values: <ul style="list-style-type: none"> • Close Requisition • Re-open Requisition • Update Requisition
Requisition Filled	Should be updated by the system when the hiring process has been completed.
Date of last update	System generated-should reflect actual change date
Last Update Made By	UserID name of the user making the last saved update

To provide users with ease and flexibility of creating requisitions, the system should provide an option to allow users to create a new requisition from a previously created requisition by using the former requisition as a template. The user may make relevant changes to the new requisition then save the data with a new system generated requisition number.

3.2.2 Update Requisition

The system should permit authorized users to update open requisitions. . The user will not be allowed to update the position data on a requisition. This will prevent the user from having the ability to use the same requisition to post vacancies for multiple positions.

3.2.3 Close Requisition

The system should close a requisition at 5:00 p.m. to reflect the close of business for the requisition closing date. Example - If the close date on a requisition is March 25, 2004, the system should close the requisition at 5:00 p.m. on March 25, 2004.

The system should permit authorized users to close a requisition that has been created with either of the options "open until filled" or "continuous recruitment".

3.2.4 View / Open Requisitions

The system should provide an option that will allow authorized users to view all requisitions. The user should be able to define the order in which to view the requisitions. Suggested choices:

- a. Requisition Number Order
- b. Requisition Creation Date Order
- c. Filled Requisitions
- d. Closed Requisitions
- e. Currently Open Requisitions

3.2.5 Delete Requisition

The system should permit authorized users to key in the reason for deleting requisitions for which there are no applicant data records. The requisition number for a deleted requisition cannot be used again by the system. Requisition should not be closed unless in error—this could be used to support no applicants available or a difficult to fill position

3.3 ON-LINE EMPLOYMENT APPLICATION

The online job application component of the RMS should provide job applicants with the ability to complete the employment application online. After completing the application, the application data can be submitted electronically into the central applicant database in response to a specific job requisition.

The application data should be saved and accessed by the applicant using a Username and password for updating and future submission. The applicant should also be allowed to print the application data.

Each electronically submitted application must create an applicant record in the database. The applicant record can then be accessed by the agency for which the requisition was

posted. Each application will contain required job information that must correspond to a specific job requisition that has been created by the agency.

3.3.1 User Interface

The system should provide job applicants with an interface that should include but not limited to the following options:

1. Instructions for System Use
2. Create New Employment Application
3. Print Application
4. Update/Submit Employment Application
5. Save Application
6. Exit

3.3.2 Create New Employment Application

The system should provide a user-friendly application interface to the applicant.

The application should include required fields as specified in this document.

Client-side validation should be built in so that error messages are displayed immediately if specific data is missing.

The system should allow the applicant to be able to access at least these options: (1) Print the application (2) Submit the application (3) Save application in the data bank. (4) Exit.

The functionality of each one is described below.

3.3.3 Print Application

The application should be printed with Adobe Acrobat Reader.

The application should look like the current hard copy state application form.

If the user does not have Acrobat Reader in his/her machine the system should provide options for the user to download and install it.

3.3.4 Save Application

The system should allow applicants to save their application data into a centralized data bank for future retrieval.

The system must allow users to access their data by using a pre-assigned username and password.

The system must not allow applicants to save the data, without a valid profile.

3.3.5 Submit Application

This option should allow the applicant to submit the application to the applicant-tracking database in direct response to an open requisition.

The application must correspond with an open requisition that is in the database.

If the applicant chooses to submit the application, the system must perform server-side validation for required information that was not validated at the client-side.

The user must be able to correct any errors. The applicant record will be added to the database only after all validation requirements have been met and if there is a record match to an open job requisition.

The applicant should receive a confirmation message, confirming that the application was received. If there is not a match, the applicant should receive an error message. If the application is submitted for an expired requisition, the applicant will receive an error message.

3.3.6 Menu Printing Application

Applicants should have this option from the main menu of the system and be able to retrieve and print a previously created and saved application.

The system must require username and password to access user's data.

3.3.7 Update /Submit Application

Applicants should be given this option from the main menu of the system and be able to update and/or submit previously created applications.

The system must require username and password to access user's data.

The applicant should be able to select different applications if the applicant has multiple applications on file and should be able to: (1) Update Application or (2) Submit Application.

3.3.8 Save Application

This function should provide applicants with the ability to save their personal application data for later use. This will prevent the necessity for applicants to re-create the employment application for each position in which they choose to apply.

The system must require username and password to access user's data.

The system should permit the user to save up to two versions of his application data. The applications should be referred to as Application 1 and Application 2.

The applicant must have a valid profile before data can be saved.

The system should allow the user to save the application on the user's PC.

3.4 APPLICANT TRACKING

The Applicant Tracking database should store applicant records that are received in response to a specific existing job requisition in the database.

This central applicant database should be accessible by authorized users from each Executive Branch agency and colleges and universities.

Authorized users must have access to their agency's data only and agency's for which they are responsible for providing Human Resource functions.

The level of access and rights must be determined by a pre-defined user security profile.

Users should be able to view and retrieve all applicant records that correspond to requisitions that have been posted by their respective agency or agencies they are responsible for providing Human Resource functions. This will provide agencies with the capability to track applicant records entirely through the hiring process, from receipt of the employment application through the selection process.

The system should be populated by one of two methods: (1) On-line submissions received from applicants completing the online employment application form (2) Manual data entry by authorized HR Professionals.

Each application received electronically or entered manually must correspond with an existing open requisition. Each applicant record must be assigned with a system generated unique Applicant Record # number.

Specifically, for each applicant record, users should be able to track but not limited to the following activities:

- Applications Received-date
- Correspondence Sent-date
- Screening Results-options
- Selected for Interview-names & dates
- Interview Conducted-dates
- Background checkdates
- Reference checkdates/contact person
- Selected for Hire
- Declined offer (reason for decline)
- Position numbers
- Pre-employment testing, physicals, clerical scores, drug testing

3.4.1 Validations

Handling No Matches

When an employment application is received by the system electronically, the system should perform validation to match the application to an open requisition. If there is a match, an applicant record will be created. If there is not a match, the system will not create the record and the applicant will receive an error message.

When application data is entered manually, the user should receive error messages immediately.

3.4.2 Expired Requisitions

Each application received electronically should be system date stamped and compared against the requisition closing dates.

The record should be created if the date stamp is less than or equal to the requisition closing date.

The record should be created if the requisition has a closing date status of "open until filled" or "continuous recruitment".

3.4.3 User Interface

The Applicant Tracking System should be menu driven GUI, providing users with ease and flexibility in moving through the system.

The system should provide at least the following menu functions:

- View applicant records for specified requisitions
- View applicant records for all agency open requisitions
- View the record of a specific applicant -Query function?
- Print applicant records
- Generate correspondence to applicants
- Develop Screening Matrix
- Create Applicant Ranking and List
- Record Interview Notes
- Record Background and Reference Check
- Generate pre-defined reports-need to define
- Generate ad-hoc reports
- Create and Save ad-hoc Queries
- Conduct EEO analysis
- Allow flexibility for agencies to alter letters

3.4.4 View Applicant Records for Specified Requisition (System should be able to identify continuous recruit)

Users should be able to view applicant records that are received in response to specified open requisitions. Users should be allowed to view the records of all applicant records that correspond to a chosen requisition.

Each applicant record should display individually on the screen. The system should provide a way of moving through each record.

To provide easy readability, the displayed data for each applicant should be subdivided into major categories: Personal Information, Education, Experience, Miscellaneous, and References. Optional EEO data if received with the application should not be displayed with the applicant record.

For each applicant record, while displayed on the screen, users should be provided with a means by which indicates at least the following options:

- Select applicant for interview:
- Send correspondence
- Conduct background or reference check-add drop down box to indicate 'eligible/not eligible for hire'
- Testing Information

3.4.5 View Applicant Records for All Agency Open Requisitions

Users should be able to view applicant records that are received in response to all open requisitions for the agency.

Users should be able to define the order in which the records should be displayed i.e. chronological order by requisition number, closing dates, etc.

Users should be provided with ease and flexibility in moving through the requisitions and through the applicant records with navigation bars or buttons.

3.4.6 View User Specified Applicant Record

The system should permit users to perform query functions that will allow the viewing of specified records.

The system should allow users to save queries and use them later.

3.4.7 Print applicant records

The system should permit users to print applicant records. Applicant records may be printed individually or may be printed in batches by requisition.

3.4.8 Generate Correspondence

The system should generate pre-defined applicant correspondence.

The system should provide the flexibility to allow the user to develop agency specific correspondence or select from a list of pre-defined letters.

The system should permit the user to modify the correspondence list to include agency-developed correspondence.

The system should also provide a feature that will "auto send" letters, based on defined criteria. The system delivered letters and values should include but not limited to:

- Application Acknowledgement Letter
- Interview Selection Letter
- Reject Letter
- Offer Letter
- Late Letter
- Reference Letter
- No position available (for manual applications submitted).

3.4.9 Develop Screening Criteria

The system should permit the user to develop a criteria-screening matrix sheet that can be used to identify applicant qualifications and determine the applicants to be interviewed.

To assist with the development of the matrix, the system should allow the user to cut and paste information from the job requisition. In setting up the criteria, the user should be provided with a list that includes at least the following:

- Required
- Desired
- Preferred

The system should permit online form completion and should store the values entered, to be analyzed for determining applicant ranking. A list should be provided to assist with indicating an applicant's qualifications. The values should be at least:

- Yes
- No
- Limited

3.4.10 Create Applicant Ranking and List

The system should produce a report listing of applicants and their rankings, based on data recorded in the screening criteria matrix.

The user can define the maximum number of rankings to report. i.e. top 5 candidates. User should set priority of screening criteria to include multiple criteria

3.4.11 Record Interview Notes

The system should permit users to record interview notes in the records of applicants selected for interview.

The user should be provided with a user interface that includes an unlimited text based field for recording this information. Consider having different security levels for access to this information.

3.4.12 Reference Check

The system should permit the user to record information received from conducting reference checks on specified applicants.

The system should include a form that contains standard questions. The user should be permitted to modify the questions.

The system should allow the form to be sent to reference sources via e-mail.

The system should have the option of providing reference checks in letter form to be mailed.

3.4.13 Background Check

The system should permit the user to record information received from conducting background checks on specified applicants.

The system should provide a list from which the user can select the type of background check conducted.

The system should allow the agency to modify that list that should include at least the options 'eligible/not eligible for hire'.

3.4.14 Reporting

The system should include a reporting system that will provide DHRM with relevant data regarding the recruitment and selection activities of agencies.

The system should include a reporting system that will provide standard delivered reports as well as allow DHRM and line agencies to develop custom reports. Users should be able to select reports from a list of pre-defined reports. The list can be modified at the agency to include user-defined reports.

The reporting function should include printing features that will allow users to print reports in various formats, including the PDF format.

3.4.15 Creating and Saving Queries

The system should permit ad-hoc query creation that will allow users to access applicant data as necessary to address agency specific data analysis and reporting needs.

Export features should be available that will allow users to analyze data in user determined applications that are defined as being compatible to the system.

3.5 EEO ANALYSIS

Certain data is required from an applicant pool to conduct EEO statistical analysis and reporting.

EEO data should be captured by the system but should not be stored with the applicant record.

EEO data should be identified by Applicant Record # number and requisition number.

Data to be included should be at least:

- Requisition Number
- Applicant Record #
- Race
- Gender
- Date of birth
- EEO4 Category
- Pay Band
- Interviewed Flag
- Selected Flag

Interviewing and hiring results for each requisition should be reported as identified by the Applicant Record # as well as data related to the entire applicant pool such as the number of total applicants, etc.

Access to this data should be granted only to authorized users as determined by the user profile. Users should be able to download/export this data to other DHRM applications.

EEO data may be populated by electronic submissions or by manual data entry. If populated electronically, data will be fed from the applicant record and requisition data. Changes to the data cannot be made.

When populating the table manually, authorized users should be able to select applicants from a requisition number.

Users should be able to enter the following information:

- Race

- Gender
- Date of Birth

Other EEO data should be populated from the requisition. The interviewing and selection data should be populated from the applicant record.

3.5.1 Manual Data Entry

Authorized users of the Applicant Tracking System should be provided with the option of manually entering applicant data into the database for job applications that are not received online.

Users should be able to record EEO data if an electronically submitted application is not flagged as receiving EEO information.

EEO data must be the only data that can be added to an applicant record that was created from an electronic submission.

3.5.2 User Interface

The system must provide the users with a user-friendly data entry screen that will allow information from the applicant's employment application received in response to a specific job requisition to be entered.

From this manual entry interface, the system should allow the users to enter:

- New Applicant data
- Record EEO Data

Create New Applicant Record

The system should provide a screen that should be very similar to the layout of the printed employment application form.

The user should be able to obtain a list of open requisitions.

The system should have real-time field validation.

The user should be able to verify the data before submitting it.

When submitting the data the system should be able to perform additional validations

The system must create applicant records with no data errors.

3.5.3 Record EEO Data

When entering EEO data, the system should be able to capture the following fields:

Application Form Fields:

Personal Information Section:	
1. Unique Requisition Number	Required
2. Application Received Date	
3. Agency Name - Self Populating-System generated	Required
4. Agency Number - Self Populating System generated	Required
5. Applicant Name	<ul style="list-style-type: none"> • Required • First Name, Last Name, Middle Initial, Suffix and Prefix
6. Applicant ID	SSN, DL # or other identifying number
7. Applicant Address	<ul style="list-style-type: none"> • Required • Should include 2 address lines, City, State and Zip + 4
8. Home Phone	Should include 3- char Area Code and 7 - char Telephone
9. Business Phone	Should include 3 char Area Code, 7 - char Telephone and 5 char Extension
10. E-Mail Address	
Education Section:	
11. Highest grade completed	Should be a drop down list
12. GED	Should be a drop down list indicating 'yes' or 'no'
13. Number of years for post high school education	Should be a drop down list
14. For each post high school educational institution: <ul style="list-style-type: none"> • Name • Location • Number of hours completed • Degree received • Major or Specialty • Minor • Dates Attended 	<p>Note:</p> <ul style="list-style-type: none"> • System should allow lines to be inserted as necessary for each institution. • Required if field number 11 is completed
15. Expected Program completion date	

Experience	
16. Contact present supervisor	• Required
17. For each job listed include: <ul style="list-style-type: none"> • Job Title • Employer • Employer's address • Phone • Type of business • Immediate supervisor • Supervisor's title • Starting salary • Ending salary • Beginning employment date • Ending employment date • Job status - drop down list • Duties • Number of employees supervised • Reason for leaving • Applicant's name if different from present name 	Note: System should allow lines to be inserted as necessary for each job.
Special Training, Workshops, Seminars, etc	
18. Name	
19. Brief description	
20. License, Certifications, etc <ul style="list-style-type: none"> • Type - Drop-down list • License number • Expiration date • Granted by 	
21. References (Provide at least 3) <ul style="list-style-type: none"> • Name • Address • Phone • Relationship 	Note: System should allow lines to be inserted as necessary for each reference.
Miscellaneous	
21. Shift - Drop-down list	
22. Job status - Drop-down list	
23. Employment status - Drop-down list	
24. Travel requirement - Drop-down list	
25. Travel location - Drop-down list	
26. Geographical work location - Drop-down list or allow space to enter geographical locations preferred; check application to ensure compatibility	
27. I-9 Eligibility	Drop-down list

28. Selective Service	<ul style="list-style-type: none"> • Required • Drop-down list
29. Selective service explanation	<ul style="list-style-type: none"> • Required if answer to #28 is “no”
30. Veteran	Drop-down list
31. Vietnam conflict	Drop-down list
32. Convictions	Drop-down list
33. Description of convictions <ul style="list-style-type: none"> • Description of offense • Statute or ordinance • Date of charge • Date of conviction • Location of conviction 	Required if answer to #32 is “yes”. The system should be able to inform applicant of falsification issue as noted on state application
Optional	
34. EEO Race Code	Drop-down list
35. Highest education	Drop-down list
36. Gender	Drop-down list
37. Date of birth	
38. Certification note	*Electronic signature

4. SYSTEM REQUIREMENTS

This Section identifies and describes the full range of mandatory and desirable technical features the proposed system must address.

Offers that do not include all mandatory items may be excluded from further evaluation.

Offerors should answer all questions fully and should describe how each feature, including mandatory ones, are implemented in the proposed solution. Offerors may respond with “Feature not available” or “Not Included”.

4.1. GENERAL MINIMUM REQUIREMENTS OF THE SYSTEM

Listed herein are the overall general functions desired by the State for its integrated Recruit Management System (RMS). These are broad based categories that should serve as the foundation for any RMS considered. A detailed technical and system capabilities checklist follows. This computing environment must be designed to accommodate change. Any feature presently standard should not become a chargeable option in future software releases.

4.1.1. Public Sector

Any chosen system will be adaptable in a public sector organization that has diverse professions and departments with varying needs.

4.1.2. Modular

The System must be modular in design so new application components can be integrated to accommodate a phased implementation, if desired. Once implemented, the System must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality.

4.1.3. Flexibility

The proposed System must be designed to meet the State's ever-changing requirements. Flexibility must be provided to meet various departmental requirements in records management and reporting to third party systems. The System must easily accommodate changes, additions, or deletions to the database structure without requiring recompilation of programs not directly impacted by the changes.

4.1.4. Ease of Use

The proposed System should be a fully integrated System that requires the same data to be entered only once. The System must be user friendly, offer point and click ability, be intuitive to use, and require a minimal number of screens to complete transactions. Customizable, online help must be available throughout the System.

4.1.5. Platform and RDBMS Requirements

The vendor must identify all relational database management system (RDBMS) products and all related platforms that can be used in support of the vendor's software. This should include any recommendations with the advantages and disadvantages of various approaches.

4.1.6. Web Based

The proposed System must take advantage of tools and techniques that are utilized by developers of new web applications.

4.1.7. Product Support

The vendor must offer ongoing user and technical support in a variety of areas that includes, but is not limited to, training users, installing and configuring product updates as they become available, and assistance with workflow design. User training for upgrades or feature enhancements must be available.

4.1.8. Administrative Tools

The System should include administrative tools to monitor utilization, trace database access chains, and optimize file placement and layout. It must permit System audits to determine who has used the System recently and what changes have been made, and must keep a daily transaction journal for the recovery purposes should that become necessary. It must also support performance monitoring tools and activity statistics reporting features. Statistics should be available on database access rates (both update and query) by operator ID, and by time of day. The System must provide restart capabilities, as well as database access activity logging and backup.

4.1.9. Workflow

The vendor must offer a System that facilitates teamwork and simplifies business processes by automating the flow of information, documents, notifications, approvals, and tasks. The workflow applications must be capable of connecting to document management and e-mail systems.

4.1.10. System Security

The System must provide database and application security controls to prevent unauthorized use of the database, restrict access to the database, maintain database process controls, and log all database transactions. Application security must limit the access to application software screens, data elements, and all contents of data

elements where appropriate. Web access controls must identify and manage all users accessing the System from web browsers.

4.1.11. Audit Trail of Database Updates.

Comprehensive audit trail capability should be provided where appropriate, including a listing of before and after values of data elements that were changed.

4.1.12. Data Import/Export Facility.

The System must permit the import and export of information to and from other systems. These systems include, but are not limited to, PMIS (Personnel Management Information System) Oracle, Sequel Server, DB2, etc., and must integrate with other desktop and server applications such as Microsoft Office, query and reporting tools, and e-mail.

4.2. PRODUCTS AND SERVICES TO BE FURNISHED

To be considered for award, proposals must offer each of the product and service categories described in this section. These include software licenses, software support services, system integration services, version migration services, external application hosting services, system functional and technical training services, and related technical services.

4.2.1. Software Licenses

For systems that are designed and licensed on a modular basis, vendors should separately identify the composition and pricing for an entry-level configuration and a full-featured system configuration. Identify any application dependencies on database and operating system software.

4.2.2. Annual Software Support Licenses and Technical Support

Annual software support licenses entitle the purchaser to receive and install product enhancements and version updates released during the term of the license and to receive some basic level of technical product support. Offerors should identify the level of software technical support that is bundled with the annual product support license, and the types and costs of additional technical support services that are available. To assist the Commonwealth in evaluating the maturity of the product and the rate at which new functionality enhancements are fielded, please provide a schedule and brief description of all product updates and "patches" released during the three years (36 months) immediately preceding release of this Request for Proposals. In addition, please enumerate any announced product enhancements or upgrades that may take place in the 12 months after the due date of the Responses.

4.2.3. System Integration Services

On-site technical services to interface the RMS to the agency's human resource, financial, knowledge management, data warehouse, and similar systems may be required.

4.2.4. Version Migration Services

It is the intention of the Commonwealth that the system installed and supported under this procurement effort will maintain the commercial software product baselines without modification. Only adaptations that are designed into the system and are part of the normal user tailoring and installation configuration process are permitted. A practical working definition is that only customizations that can be readily rolled forward during migrations to future software version releases are allowed. In order to promote this objective and to make available the full range of support services that agencies may require within a single contract, proposals must offer fixed pricing to migrate from one major software version release to the next major version. Although a single flat rate is preferred, offerors may, at their option, offer other options.

4.2.5. Application Hosting

This type of service is often described as being delivered under an Application Service Provider (ASP) business model. Under that model, an external Service Provider licenses, hosts and maintains the application and the customer data at its own computing facility and the customer pays a usage fee, typically on a per-user basis per month. (Please note that this is not meant to dictate the charge-back methodology)

Offerors may offer this type of solution, in addition to a Commonwealth hosted option. This pricing model would be an all-inclusive pricing for an enterprise RMS that would be accessible over the Internet/Intranet 24 hrs per day, 7 days per week, 52 weeks per year. Pricing levels may differentiate based upon number of system users or other similar criteria. Additionally, pricing may be separately priced for up to three different, well-defined levels of functional capability (for example, Basic, Standard, and Extended).

Transaction based fees are not desired since the costs would be hard to budget and such a solution would be difficult to evaluated with no historical data.

4.2.6. Functional and Technical Training Services

4.2.6.1. Functional End User Training

Offerors must identify and provide pricing for the training services and products to provide all levels of end users with the skill and competency to perform the role and all system modules. A “train the trainer” option may be provided.

4.2.6.2. Technical and System Operations Training

Offerors must identify and provide pricing for the training services and products to provide Commonwealth of Virginia technical and systems operations personnel with the skill and competency to perform the role.

4.2.7. Related Technical Services

This category includes those supplemental services that enable an agency to maximize the business value contribution of its RMS investment. They include but are not limited to technical analyses, content development assistance, development of

specialized capabilities and their subsequent integration into commercial product baselines, and similar items.

4.3. TECHNICAL RESPONSE REQUIREMENTS

All offerors must respond to each itemized requirement or question enumerated below in order to be considered. Failure to conform to mandatory items may result in a proposal being removed from consideration.

4.3.1. GENERAL REQUIREMENTS

Descriptive Response Requirements:

Project Management

- 4.3.1.1.** What documented process is used to implement your software within customer environments? Describe this process.
- 4.3.1.2.** Provide a sample project implementation plan. Include a sample schedule and listing of major milestones. Please estimate the total time for implementation based on your knowledge of our organization and its requirements.
- 4.3.1.3.** How are customer change requests managed?
- 4.3.1.4.** What implementation resources does your company provide?
- 4.3.1.5.** What implementation resources are expected from The Commonwealth?
- 4.3.1.6.** How many successful implementations has your organization been involved with? Of these implementations, how many are currently in service today?
- 4.3.1.7.** Describe your strategic partner program. List all partners and how partners are certified.
- 4.3.1.8.** Describe the certification program for the employees of these implementation partners.
- 4.3.1.9.** How are issues and schedule changes tracked, communicated, and resolved?
- 4.3.1.10.** How is knowledge transfer from your firm to the Commonwealth managed and implemented?
- 4.3.1.11.** How is data within existing and legacy systems migrated and incorporated within your system?
- 4.3.1.12.** Describe the tools and expertise available for integrating your system to existing agency and Commonwealth-level systems.

Support

- 4.3.1.13.** What support services and options exist?

- 4.3.1.14. What Response times exist within the levels of support?
- 4.3.1.15. Describe your formal service escalation and problem resolution procedures.
- 4.3.1.16. Provide a description of ongoing software and hardware support options available including software modifications and upgrades.
- 4.3.1.17. Is information regarding outstanding problems, fixes, modifications and improvements available to the customer and publicized on a regular basis?
- 4.3.1.18. Describe your product major release and revision schedule. Include how releases and revisions are distributed.
- 4.3.1.19. Describe your company's procedure for handling and resolving bug fixes.
- 4.3.1.20. What release is being proposed in this response? When will this release be generally available?
- 4.3.1.21. How many releases are planned for the next 3-5 years?
- 4.3.1.22. Describe the extent to which the system's user interface and features can be customized/configured while allowing for software upgrades under your normal upgrade process.
- 4.3.1.23. Describe the types of Application Service Provider (ASP) service level agreements that you have undertaken with other organizations.

Training

- 4.3.1.24. What training do you provide and recommend? Please include a detailed development plan for each of the following groups. End users, Administrators, Technical Staff.
- 4.3.1.25. How many people will the vendor provide to conduct the training and at what point in the implementation process will training begin?
- 4.3.1.26. Are training courses "ad hoc", available to the Commonwealth upon start-up or available to each entity upon implementation?
- 4.3.1.27. Do you offer a "train the trainer" option? Can the Commonwealth duplicate the training materials?
- 4.3.1.28. What additional training/certifications are available on advanced functions for IT personnel, administrators, and users?
- 4.3.1.29. What types of training are provided for releases & upgrades?
- 4.3.1.30. What kind of ongoing user learning aids are provided, such as on-line help, access to help desk, user manuals?
- 4.3.1.31. Do you subcontract training or does your staff provide it?
- 4.3.1.32. Is computer-based training (CBT) or web-training available for your products?

Enumerated Requirements:

- 4.3.1.33. The system must be scalable no less than 200,000 users and user records.
- 4.3.1.34. The system must be designed for use of non-programmers.
- 4.3.1.35. The system must be designed as a web-based application that would be accessible through all standard agency desktop and laptop computers and possibly other browser-enabled devices.

4.3.2. TECHNICAL REQUIREMENTS

Descriptive Response Requirements:

- 4.3.2.1. Describe your system architecture. Include a diagram indicating each component's location with respect to a corporate firewall.
- 4.3.2.2. Describe your system's limits or capacity for numbers of users and records, both active and inactive.
- 4.3.2.3. Describe the architectural scalability for multiple RMS groups.
- 4.3.2.4. Describe how security across the firewall, and with users on different sides of the firewall, is handled.
- 4.3.2.5. Can all interactions with your product take place over the web: intranet or Internet? Does your product support centralized database architecture?
- 4.3.2.6. Describe the average database size for 10,000, 50,000, 100,000 and 500,000 users.
- 4.3.2.7. Describe the networking, hardware, software, and operating systems your product supports. Please be very specific; include version numbers.
- 4.3.2.8. List any system prerequisites for your product. Include networking, hardware, database, web server, or other requirements.
- 4.3.2.9. Which browsers are supported? What browser version?
- 4.3.2.10. Does your product require any browser plug-ins or applets? Explain.
- 4.3.2.11. Does your product require loading additional software on any client workstation other than a standard browser? Explain.
- 4.3.2.12. Describe your largest installation in government and others comparable to our requested need.
- 4.3.2.13. Describe the general "openness" of your system.
- 4.3.2.14. What is the recommended connection speed for Internet access?
- 4.3.2.15. Describe the extent to which the product functions with Windows 98, Windows NT 4.0, Windows 2000 Professional and the Windows XP Professional operating systems.
- 4.3.2.16. Describe the database platforms available or utilized by the system and the pros and cons of each, in the event more than one is available. State any limitations in regard to versions and functionality.
- 4.3.2.17. Describe the notification server environment for e-mail and fax for generating automated correspondence.

- 4.3.2.18. Describe MAPI compliancy and ability to integrate into existing e-mail and scheduling applications.
- 4.3.2.19. Describe OLE compliancy and general ability to link business objects.
- 4.3.2.20. Describe the extent to which the product is ODBC compliant.
- 4.3.2.21. Describe the extent to which the product is TCP/IP Protocol Compliant
- 4.3.2.22. Describe the extent to which the system can be operated over the WEB using industry standard browsers (e.g. Netscape or Internet Explorer).
- 4.3.2.23. Describe APIs that exist in your product to facilitate integration with other systems.
- 4.3.2.24. Describe import/export capabilities.
- 4.3.2.25. Describe your experience and capabilities in integrating your system with other corporate systems.
- 4.3.2.26. Describe the manner in which the product integrates with the top e-mail software, such as Outlook, LotusNotes, GroupWise, etc. for automatic notifications.

Enumerated Requirements:

- 4.3.2.27. The system must be compatible with standard browsers.
- 4.3.2.28. The system must be capable of being integrated with client's Intranet.
- 4.3.2.29. The system must allow integration with client's calendar system such as MS Outlook, GroupWise, etc.
- 4.3.2.30. The system must be capable of performing all required functions within the Commercial off-the-Shelf software package.
- 4.3.2.31. The system must be capable of being readily integrated with MS Outlook, GroupWise E-mail and of exchanging E-mail with all standard commercial E-mail systems.
- 4.3.2.32. The host platform must comply with the Commonwealth's standards for medium to large scale servers. Platforms included are Sun/Solaris, HP-UX, and IBM zOS and Windows.
- 4.3.2.33. The system must be capable of being integrated with HR/databases.
- 4.3.2.34. The system must be capable of being readily integrated with other agency systems.
- 4.3.2.35. The system must possess a flexible technical design that will facilitate evolution of the system to accommodate future needs.

4.3.3. SECURITY AND ACCESS CONTROL REQUIREMENTS

Descriptive Response Requirements:

- 4.3.3.1. Describe how the system will allow for internal employee and customers use, addressing how security is handled.
- 4.3.3.2. Describe how the system authenticates information to ensure data integrity.
- 4.3.3.3. Describe how features and content/data access can be enabled or disabled for specific learner groups.
- 4.3.3.4. Describe the overall security system, including how various security levels are established.

Enumerated Requirements:

- 4.3.3.5. The system must support Windows authentication and access protocols.
- 4.3.3.6. The system must restrict access by user ID and strong password access.
- 4.3.3.7. The system must permit data to be available inside/outside firewalls (with proper security and authorization).
- 4.3.3.8. The system must be based on a common platform and require a single login.
- 4.3.3.9. The system must prevent unauthorized accesses.
- 4.3.3.10. The system must protect data and any other information from malicious or inadvertent damage.
- 4.3.3.11. The system must restrict access to individual records and any personally identifiable information, to which access should be restricted to the individual themselves, and authorized administrators
- 4.3.3.12. The system must enforce access involving administrative privilege authority on a named-individual basis. All other access should be granted based on group membership and roles defined under criteria established and administered by the business system administrator.
- 4.3.3.13. The system must provide an audit trail linking the user or administrator to all transactions updating the database.
- 4.3.3.14. The system must have the capability to restrict content/data access by user.
- 4.3.3.15. The system must have the capability to restrict views and data access by administrators, different user groups, etc.
- 4.3.3.16. The system must provide multi-tier security architecture for a Web application. A two-tier security architecture is acceptable, but a three-tier architecture is preferable.
- 4.3.3.17. System Acceptance criteria: The vendor must meet TruSecure's certification testing on installed contractor hardware platforms prior to contract award.
- 4.3.3.18. The system must not require the collection or use of Social Security Number as a unique user identifier or key.

- 4.3.3.19. The system should grant access to individual modules based on role privileges
- 4.3.3.20. The system should comply with the Commonwealth's Information Technology Security standards (COV ITRM Standard SEC2001-01.1). This standard can be found at

http://www.vita.virginia.gov/docs/psg/COVA_STMGT_Security_Std_REV.pdf

4.3.4. USER INTERFACE REQUIREMENTS

Descriptive Response Requirements:

- 4.3.4.1. Explain how the user interface can be modified.
- 4.3.4.2. Describe how the user interface is designed/constructed for ease of navigation and data access.
- 4.3.4.3. Describe the extent to which the system provides a comprehensive on-line help facility.
- 4.3.4.4. Describe the extent to which the user interface can be different for distinct employee groups and customers within a single installation.
- 4.3.4.5. Describe how the user interface meets accessibility standards for person with disabilities.

Enumerated Requirements:

- 4.3.4.6. The system must present user capabilities using intuitive graphical user interfaces that are a natural reflection of the business processes that they support as opposed to a system-imposed approach driven by technical considerations.
- 4.3.4.7. The system must allow for separate views to be established for different groups or organizations.
- 4.3.4.8. The system must provide optional, user-defined fields.
- 4.3.4.9. The system must only present functions and options that are appropriate to a person's individual role(s) when they log onto the system.
- 4.3.4.10. The system must support the ability to adjust terminology to meet organizational needs, e.g. to promote consistency with other agency application systems and directives.
- 4.3.4.11. The system must be able to be designed to meet Level A accessibility standards defined by the W3C Web Accessibility Initiative for web based content as adopted by the State of Virginia, ref.: COV ITRM Policy 92-1, http://www.vita.virginia.gov/docs/psg/p92_1.pdf; and http://www.virginia.gov/cmsportal/vipnet_987/policy_1112/index.html
- 4.3.4.12. The system must have an integrated, context-sensitive on-line help system and reference guides for various user roles.

- 4.3.4.13. The system should support multi-lingual capabilities.
- 4.3.4.14. The system should provide a personalized individual student welcome page that displays student-specific information based on profile.
- 4.3.4.15. The system should provide user interface views tailored to the needs of learner, manager, instructor, content author and administrator perspectives.
- 4.3.4.16. The system should provide a means for individual users to tailor the user interface to their personal needs and preferences without the need for technical staff intervention.
- 4.3.4.17. The system should provide an easily customizable user interface (e.g., allow for use of agency logos and consistency with agency desktop user interface conventions).

5.0 DELIVERABLES

5.1 The Contractor shall deliver only those services resulting from this RFP, which are mutually agreed upon by the Department and the Contractor. The Department will accept and pay only for those services which meet the quality standards required by the contract and which have been fully rendered.

5.2 REPORTS

5.2.1 UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

- a. Periodic Progress Reports/Invoices. Within sixty days of each six months' operation under this contract, disclose the actual dollars contracted to be spent to-date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.
- b. Final Actual Involvement Report: The Contractor will submit, prior to completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses, women-owned and minority-owned businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: Small, Women-Owned or Minority-Owned

FIRM NAME, ADDRESS, AND PHONE	TYPE OF GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT

NUMBER				
TOTAL FOR BUSINESS CLASS				

6.0 PROCUREMENT PROCEDURES

6.1 METHOD OF AWARD

The Department is to engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews are permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. Such discussions may also include non-binding estimates of total project costs, including but not limited to where appropriate, design, construction and life cycle costs. Non-binding methods to be utilized in arriving at a price for services may also be discussed. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussions outlined in this paragraph, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the procuring agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiation shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiation with the offeror ranked first shall be formally terminated and negotiation conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the procuring agency determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror (Code of Virginia, § 2.2-4301). At any time during the negotiations, the procuring agency may terminate all negotiations and re-advertise the requirements. The reason for such termination is to be made a part of the file.

The contract will incorporate by reference all the requirements, terms and conditions of this RFP and the Contractor's proposal, except as either or both may be amended through negotiation.

6.2 SUBMISSION OF WRITTEN PROPOSALS

The RFP cover sheet and all addenda acknowledgments, if any, signed and completely filled out shall be returned with each proposal.

6.2.1 All proposals must be responsive to both the task descriptions and contractual requirements contained herein. **See attachment for format of response.** Proposals, which are deemed to be non-responsive, may not be considered. Proposals must be typed. An original and five copies shall be delivered in a sealed box, and labeled as a proposal, with the words "Do Not Open" prominently displayed on the box. Proposals must be received no later than 2:00 p.m., E.D.T., as determined by the Department in its sole discretion, on August 3,

2005, by:

Mr. William G. Gregory
Department of Human Resource Management
James Monroe Building, 13th Floor
101 North 14th Street
Richmond, Virginia 23219

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6.2.2 Ownership of all data, materials and documentation originated and prepared for the Department pursuant to the RFP shall belong exclusively to the Department and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is appropriate. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. The Department, in its sole discretion, may not consider proposals with unduly broad requests for protection against disclosure.

6.3 MODIFICATION OF PROPOSALS

Any changes, amendments or modifications of an Offeror's proposal prior to the deadline for receipt of proposals must be in writing and submitted in the same manner as the original proposals. All modifications must be labeled conspicuously as a change, amendment, or modification of the previously submitted proposal. Changes, amendments, or modifications of proposals will not be considered after the deadline for receipt of proposals, except when modifications are requested by the Department.

6.4 ORAL PRESENTATION

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Department. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Department will schedule the time and location of these presentations. Oral presentations are an option of the Department and may or may not be conducted.

6.5 INQUIRIES CONCERNING THE RFP

Any communication concerning this RFP or any resulting contracts must be addressed **in writing** to:

Mr. William G. Gregory
Department of Human Resource Management
James Monroe Building, 13th Floor

6.6 PUBLIC INSPECTION OF PROCUREMENT RECORDS

Proposals will be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia.

6.7 CLARIFICATION OF PROPOSAL INFORMATION

The Department reserves the right to request verification, validation or clarification of any information contained in any of the proposals. This clarification may include checking references and securing other data from outside sources, as well as from the Offeror.

6.8 REFERENCE TO OTHER MATERIALS

The Offeror cannot compel the Department to consider any information except that which is contained in its proposal, or which is offered in response to a request from the Department. The Offeror should rely solely on its proposal. The Department, however, reserves the right, in its sole discretion, to take into consideration its prior experience with Offerors and information gained from other sources.

6.9 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on July 13, 2005 at 10:00 a.m. at 101 North 14th Street, James Monroe Building conference room C. Attendance at this conference is not required to submit a proposal but all offerors are strongly encouraged to attend. Please bring a copy of this RFP to the conference.

6.10 TIMETABLE

RFP Published	June 23, 2005
Optional Pre-Proposal Conference	July 13, 2005
Proposals Due, 2:00 P.M.	August 3, 2005
Notice of Intent to Award	August 26, 2005

7.0 CRITERIA FOR EVALUATION

The criteria for award in no particular order include the following:

Qualifications and experience of Offeror in providing the goods and Services required by this RFP	20%
Cost	25%
References from clients	20%
Specific plans or methodology to be used in performing the services stated	20%

Quality and applicability of other services offered 10%

Participation of small, women and minority owned businesses. 5%

PLEASE NOTE THAT THE OFFEROR'S ADHERENCE TO THE FORM OF RESPONSE REQUESTED BY THIS RFP MAY BE USED TO MEASURE THE CAPABILITY OF THE OFFER.

8.0 GENERAL TERMS AND CONDITIONS

8.1 VENDOR'S MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the Department's office on the 13th floor of the James Monroe Building. In addition, a copy can be obtained from the Department of General Services' Division of Purchases and Supply by calling (804) 786-3845. It may also be found online at the DPS web site <http://159.169.222.200/dps/>.

8.2 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

8.3 ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and Section 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting

these requirements.

2. The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.

8.4 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify (1) that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or sub contractor in connection with their proposal, and (2) that they have not conferred on or promised, any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, unless consideration of substantially equal or greater value was exchanged.

8.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.6 DEBARMENT STATUS

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals for the type of goods or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8.7 ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

8.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

8.9 CLARIFICATION OF TERMS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact William G. Gregory in writing no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Department.

8.10 PAYMENT

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payments address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payments in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. To Subcontractors:

- a. A Contractor awarded a contact under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s) in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) day following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

8.11 PRECEDENCE OF TERMS

Paragraphs 8.0 - 8.10 of these General Terms and Conditions shall apply in all instances. In

the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.12 QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

8.13 TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

8.14 ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

8.15 CHANGES TO THE CONTRACT

Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Department may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to such things as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Department a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Department's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all

costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Department with all vouchers and records of expenses incurred and savings realized. The Department shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department within thirty (30) days from the date of receipt of the written order from the Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall resolve in accordance with the procedures for resolving disputes provided by the Disputes Clause (paragraph 8.12) of this contract and in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the contract generally.

8.16 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

8.17 INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured with respect to the services being procured.

8.18 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the Agency's web site,

<http://www.dhrm.virginia.gov/>, for a minimum of 10 days.

8.19 DRUG FREE WORK PLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

8.20 NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or received goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.21 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

8.21.1 The eVA Internet electronic procurement solution, web site portal <http://www.eva.state.va.us/>, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

8.21.2 All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a

Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

- c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

Note: Vendors are strongly encouraged to register your company prior to submitting a bid or offer. Failure to register will result in your bid or offer being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

9.0 SPECIAL TERMS AND CONDITIONS

9.1 COST LIMITS

The Contractor is responsible for all the costs of implementing and administering the program. The Department is responsible for ensuring that the Contractor receives payment of all fees that are established pursuant to the contract which results from this RFP. Any cost incurred by the Contractor to address the tasks and responsibilities identified in this RFP which exceeds the contractually established fees is the risk of the Contractor.

9.2 TERM/RENEWAL OF CONTRACT

19.2.1 The term of this contract is September 1, 2005 through June 30, 2007 with three one-year renewal options.

9.3 This contract may be renewed by the Commonwealth for three (3) successive one-year periods, effective July 1 each year, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price for the additional one year shall not exceed the contract price of the original increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal period, the Commonwealth elects to exercise the option to renew the contract, the contract price for the subsequent renewal period shall not exceed the Contract price of the previous renewal period increased/decreased by more than the percentage increased/decreased of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of labor Statistics for the latest twelve months for which statistics are available.

9.4 CANCELLATION OF CONTRACT

The Department reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9.5 PAYMENTS

The Contractor shall deliver only those services actually ordered by the Department. The Department will accept and pay only for those services which have been fully rendered. The Contractor shall invoice the Department each month for services provided during the prior month. Payment will be made by the Department within 30 days of receipt of an approved invoice by the Commonwealth's EDI payment method. Refer to Attachment Two for EDI information.

9.6 AUDITS

9.6.1 The Contractor shall assist the Department and the Department's auditors, who may be employees of the Department, employees of other Contractors, or agents of the Department, in the conduct of audits. This assistance shall include the provision of secure, quiet office space, including furnishings and telephones needed by the auditors.

9.6.2 The Contractor agrees to retain all books, records, and other documents relative to the contract which results from this RFP for five (5) years after final payment, or until the conclusion of any audit by the Commonwealth, whichever is sooner. The Department, its authorized agents, and State Auditors, shall have full access to, and the right to examine, any of the Contractor's materials relevant to the contract which results from this RFP.

9.7 CONTRACT REPRESENTATIVES

Both the Department and the Contractor shall appoint a contract representative who shall ensure that the provisions of this contract are adhered to. The Department hereby appoints the Director, Agency HR Services. Currently, the position is held by Mr. Rick Pugh.

9.8 CERTIFIED CORPORATE ANNUAL REPORTS

Within 120 days of the close of its fiscal year, the Contractor shall furnish to the Department an annual report of its consolidated operations. This report shall be certified by an independent auditor.

9.9 CONFIDENTIALITY OF INFORMATION

The Contractor shall treat all information utilized in its performance of the contract as confidential, personal information. The Contractor shall handle all confidential information in accordance with the Virginia Privacy Protection Act, Virginia Code Section 2.1-377 et seq. All files, computer data bases and other records developed or maintained pursuant to the execution of the contract are the property of the Department, and shall be delivered to the Department upon demand. The Contractor merely serves as the custodian of the files, and

acts as agent for the Department in the payment for services and the performance of other assigned tasks, including assisting the Department with requests under the Virginia Freedom of Information Act.

The Contractor as an agent of the Department must be HIPAA compliant, including but not limited to privacy, as would be required by the Department for any functions performed under this contract.

9.10 SEVERABILITY

In the event any portion of the contract shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of the contract shall continue in full force and effect.

19.11 FORCE MAJEURE

Neither party shall be deemed to be in default of any of its obligations hereunder, if, and so long as, it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

9.12 SUBCONTRACTING

The Contractor is fully responsible for all work performed under the contract. The Contractor may not assign, transfer, or subcontract any interest in the contract, without prior written approval of the Department. The Contractor shall require all subcontractors to comply with all provisions of this RFP. The Contractor will be held liable for contract compliance for all duties and functions whether performed by the Contractor or any subcontractor.

9.13 DISPUTES

In accordance with section 2.2-4363 of the Code of Virginia, disputes arising out of the contract, whether for money or other relief, may be submitted by the Contractor for consideration by the Department. Disputes must be submitted in writing, with all necessary data and information, to the Director of the Department of Human Resource Management at the James Monroe Building, 12th Floor, 101 North 14th Street, Richmond, Virginia 23219. Disputes will not be considered if submitted later than sixty (60) days after the final payment is made by the Department under the contract. Further, no claim may be submitted unless written notice of the Contractor's intention to file the dispute has been submitted at the time of the occurrence or at the beginning of the work upon which the dispute is based. The Department shall render a final written decision regarding the dispute not more than ninety (90) days after the dispute is submitted, unless the parties agree to an extension of time. If the Department does not render its decision within 90 days, the Contractor's sole remedy will be to institute legal action, pursuant to section 2.2-4364 of the Code of Virginia. The Contractor shall not be granted relief as a result of any delay in the Department's decision. During the time that the parties are attempting to resolve any dispute, each party shall proceed diligently to perform its duties.

9.14 CONTRACTOR AFFILIATION

If an affiliate (as defined below in this paragraph) of the Contractor takes any action which, if taken by the Contractor, would constitute a breach of the contract, the action taken by the affiliate shall be deemed a breach by the Contractor. "Affiliate" shall mean a "parent,"

subsidiary or other company controlling, controlled by, or in common control with the Contractor, Subcontractor or agents of the Contractor.

9.15 TRANSFER OF FILES

If for any reason the Department decides to no longer contract with the Contractor, the Contractor agrees to transfer to the party designated by the Department, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the Commonwealth. The Contractor agrees to assist the Department in understanding, using, and transferring all files and records, including those maintained in computer language.

9.16 ADVERTISING

In the event a contract is awarded as a result of this RFP, the Contractor shall not advertise that the Commonwealth of Virginia, or any agency or institution of the Commonwealth, has purchased, or uses its products or services.

9.17 INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Department.

9.18 AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

9.19 COSTS

9.19.1 Cost information is to be submitted with an Offeror's proposal, as it is part of the evaluation criteria.

9.20 PARTICIPATION OF SMALL, WOMEN, AND MINORITY OWNED BUSINESSES

Complete the information required on Attachment One. State the location in your proposal of your response to this requirement.

ATTACHMENT ONE

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

DEFINITIONS

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

Dollar Amount is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

% Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

1. PARTICIPATION BY SMALL BUSINESSES

(Continued)

- C.** Describe Offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subContractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS & PHONE NUMBER	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% TOTAL CONTRACT

ATTACHMENT TWO

The Commonwealth prefers to make payment to the successful Offeror via EDI where applicable. This Attachment explains the process and contains sample of the agreement to be completed by the Contractor.

<http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/tradingpartnerguide.pdf>

ATTACHMENT THREE

The link below is to the Request for Taxpayer Identification Number and Certification form including instructions for completion.

This form is required to be on file to receive payment from the Commonwealth of Virginia.

<http://www.irs.gov/app/scripts/retriever.jsp>

ATTACHMENT FOUR

The following items are required to be submitted with all offers:

1. The completed cover sheet
2. Descriptions of major components with report samples.
3. Responses to section 3 (Statement of Business Needs)
4. Responses to section 4 (System Requirements)
5. Demurrals: Your response must also contain any demurrals and the reasons thereof. The absence of demurrals shall constitute a representation that the Offeror will provide services and reports exactly as requested by the department. The absence of clearly stated demurrals in your proposal constitutes a representation that the offeror is capable of providing the services and reports exactly as requested as of the day the proposal is submitted.
6. Cost
7. Small, Women and minority owned businesses (attachment 1)