

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: August 7, 2006  
TITLE: Customer Service Tracking System (CSTS)  
RFP NUMBER OHB06-2

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 15, 2006 through Testing and Acceptance

Sealed proposals for furnishing services described herein will be received subject to the conditions cited herein until 2:00 p.m., August 28, 2006.

All Inquiries Must Be In Writing and Directed To:

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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, § 2.2-4343.1 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 August 18, 2006 10:00 a.m. see section 6.9.

## TABLE OF CONTENTS

1.0	PURPOSE .....	3
2.0	BACKGROUND.....	3
3.0	STATEMENT OF BUSINESS NEEDS .....	3
4.0	SYSTEM REQUIREMENTS.....	9
5.0	DELIVERABLES.....	17
6.0	PROCUREMENT PROCEDURES .....	18
7.0	CRITERIA FOR EVALUATION .....	21
8.0	GENERAL TERMS AND CONDITIONS.....	21
9.0	SPECIAL TERMS AND CONDITIONS.....	27
10.0	PRICING SCHEDULE .....	30

### ATTACHMENTS

- ONE: Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women And Minorities
- TWO: EDI Payment Agreement
- THREE: Taxpayer ID Number and Certification Form
- FOUR: List of Items Required to be Submitted With Offers

## 1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for a Customer Service Tracking System (CSTS) database that will allow the Office of Health Benefits (OHB) to collect data and produce reports related to customer service contacts between OHB and its various customers.

## 2.0 BACKGROUND

Pursuant to Code of Virginia §2.2-2818, the Department of Human Resource Management (DHRM), through its OHB, has established a plan for providing health insurance coverage for state employees, retired state employees, and the dependents of state employees and retirees. Pursuant to Code of Virginia §2.2-1204, DHRM has established a plan, known as the Local Choice Plan, for providing health insurance coverage for employees of local governments, local officers, teachers, and retirees, and the dependents of such employees, officers, teachers, and retirees. The CSTS database will allow OHB to collect data and produce reports related to customer service contacts between OHB and its various customers, including participants in the health insurance plans detailed in Code of Virginia §2.2-2818 and Code of Virginia §2.2-1204. The data collected in the CSTS database will facilitate seamless, coordinated customer service. Specifically, it will allow OHB to track the needs of its customers and identify trends in service issues with vendors.

## 3.0 STATEMENT OF BUSINESS NEEDS

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

- 3.1 Offers that do not include all mandatory items may be excluded from further evaluation.
- 3.2 Offerors must answer all questions fully and must describe how each feature, including mandatory ones, are implemented in the proposed solution. Offerors may respond with "Feature not available" or "Not Included".
- 3.3 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.
- 3.4 The proposed system should be capable of performing all required functions within the Commercial off-the-shelf software package.
- 3.5 The CSTS will perform as an integrated web-based tool for Customer Service case management, and it must consist of the following major components. Specifications are provided for each component of the system.
  - 3.5.1 Customer Service Contact Log: the system must have the capability to capture all relevant data from each customer service contact.
  - 3.5.2 Document Management System: the system must have the capability to store and retrieve all relevant e-mails, correspondence, and imported documents related to each customer service contact, and also to generate pre-defined correspondence.
  - 3.5.3 The system must have Customer Service Case Management Reporting.

- 3.5.4 The system must allow customers to enter tickets via email or a web interface.
- 3.5.5 The CSTS System should be menu driven GUI, providing users with ease and flexibility in moving through the system.
- 3.5.6 The system must be capable of being updated and must initially provide at least the following menu functions:
  - a. View case record for specific entry
  - b. View entry for all specialist open cases
  - c. View all records for specific customer
  - d. Print case records
  - e. Generate correspondence
  - f. Create new entry
  - g. Update entry
  - h. Close entry
  - i. Generate pre-defined reports
  - j. Generate ad-hoc reports
  - k. Create and save ad-hoc queries

### 3.6 SECURITY ACCESS

- 3.6.1 The system must have varying levels of access, driven by the network login. Access levels must be able to be managed in-house. Various levels must include but not be limited to:
  - a. View only
  - b. View and edit entries
  - c. View, edit and close entries
  - d. View, edit, create and close entries

All of the above and:

  - e. View reports
  - f. View, edit, and create reports.
- 3.6.2 The system must be HIPAA compliant.
- 3.6.3 Support representatives must be able to login using windows authentication and be secured by the active directory roles they are members of. External users (Customers) must authenticate via a web interface using a SQL Server Database as the authentication and authorization data store.
- 3.6.4 The system must be able to allow expanded use by other functional office areas but still securely segregate the data by office area.
- 3.6.5 The system must allow senior management level reporting across office areas.

### 3.7 CUSTOMER SERVICE CONTACT LOG

- 3.7.1 This component of the CSTS must allow OHB to capture all relevant data from each customer service contact.
- 3.7.2 Authorized users should be provided with an open data entry screen interface for creating a record of each customer service contact.
- 3.7.3 The system must allow authorized users with appropriate access to be able to access at least these options: (1) create a new entry for each specific contact, (2) save new entries, (3) view existing entries, (4) print an entry, and (5) exit the system. The functionality of each option is described below.
- 3.7.4 Users must be provided with an interface to record data regarding various types of customer contact. The menu must include but not be limited to the following options, and should also be capable of being updated or changed by authorized DHRM personnel:
- 3.7.5 Create New Entry
- a. The system should provide a user-friendly customer service log interface to the user.
  - b. The log must include required fields as specified in this document. OHB should have the ability to designate some fields as mandatory and others as optional. For mandatory fields, the system must display error messages immediately if specific data is missing, and it must not allow a log entry to be saved or closed if any mandatory fields are not populated.
  - c. This option must provide the user with a data entry screen that must be capable of being updated and easily expanded but initially include the following fields:

CSTS Tracking Number	System Generated-Unique Identifier
Analyst	Pre-defined
Date Received	May select from Calendar
Time Received	User defined
Communication Mode	Predefined List
Member Id	Either SSN or other assigned number
Customer Type	Predefined List
Customer Info <ul style="list-style-type: none"><li>• Name</li><li>• Agency</li><li>• Phone</li><li>• Fax</li><li>• Mailing Address</li><li>• Email Address</li></ul>	Some of this is to be from data upload and some manual entry
Issue Type	Predefined List
Issue Description	Predefined List
Issue Description Specific	Predefined List
Program	Predefined List
Employee Plan	Predefined List
Retiree Plan	Predefined List

TLC Plan	Predefined List
Member Type	Predefined List
Issue Free Form	Unlimited Text Field
Issue Status	Predefined List
Follow-Up Priority	Predefined List
Follow-Up Date	Calendar
Follow -Up Notes	Unlimited Text Field
Case Outcome	Predefined List
Amount to be Repaid	Text Field
Repaid?	Yes/No
Response	Unlimited Text Field
Response Type	Predefined List
Time Spent on Issue	15 minute increments
Close Date	Calendar

Screen layout must be customizable according to the office area's designs and roles the user is a member of.

### 3.7.6 Save New Entries

- a. The system must allow authorized users to save customer service contact data into a centralized data bank for future retrieval.
- b. New entries must be able to be saved as either pending or closed entries. The system must be flexible so that, if desired, it can be configured so that users must not be able to alter closed entries after they have been saved. Closed entries should only be modifiable by a designated administrative level DHRM employee.

### 3.7.7 View Existing Entry

The system must provide an option that will allow authorized users to view all or a select group of entries. The user must be able to define what variables are used to search the entries. These variables must include but not be limited to:

- a. CSTS Tracking Number
- b. Analyst
- c. Agency
- d. Name or ID of Member
- e. Name or ID of Customer
- f. Status, i.e., Open or Closed
- g. Issue type

### 3.7.8 Update and/or Close Pending Entry

The system should allow authorized users to update and/or close pending entries. However, only the creator of an entry is allowed to make updates or close that entry.

### 3.7.9 Print Existing Entry

The system should allow authorized users to print existing entries. User should be able to designate printer and formatting options.

### 3.7.10 Exit the System

- a. Authorized users should be able to exit the system at their discretion at any time.
- b. The system must automatically save any changes when it receives a close or exit command.

### 3.7.11 Data Import/Export

The System should be able to receive data from a variety of sources like web services, XML Files, SQL Server Databases and Active Directory. It should also be able to export data in like formats.

### 3.7.12 Miscellaneous Operations

- a. Some fields need to populate automatically when certain other fields are populated
- b. The System should allow for "Hot Keys" or "Shortcut Keys". (example: pressing 'd' in a date field will populate it with a calculated date defined by the business rules.

## 3.8 DOCUMENT MANAGEMENT SYSTEM

3.8.1 The Document Management System component of the CSTS must allow authorized users to import, store, retrieve, view, print and export all relevant e-mails, correspondence, and imported documents related to each customer service contact.

3.8.2 The system should allow the user to create correspondence.

### 3.8.3 Import Relevant Documents

- a. The system should allow authorized users to import documents into the system. The system should import documents from Microsoft Office products, including Outlook, and other commonly used software.
- b. It should allow all commonly used image protocols, including but not limited to PDFs, jpegs and scanned documents.
- c. It should also allow user changes to the types of documents allowed.

### 3.8.4 Store Relevant Documents

The system must be able to save each document listed in 3.3.1, Import Relevant Documents, with a unique identifier referencing it to a specific case entry.

### 3.8.5 Retrieve and View Relevant Documents

The system must allow authorized users to retrieve and view documents that have been stored.

### 3.8.6 Print Relevant Documents

- a. The system must allow authorized users to print documents that have been stored.
- b. Documents should be printed with Adobe Acrobat Reader.
- c. Printed documents should look identical to the original documents and be in PDF format.
- d. If the user does not have Acrobat Reader in his/her computer, the system should provide options for the user to download and install it.

### 3.8.7 Export Relevant Documents

- a. The system should allow saved documents to be exported to the software program in which the document was originally created.
- b. The system's export function should open the required program if it is available on the system.
- c. If the system cannot determine which software to export to, it should allow the user to choose the program.

### 3.8.8 Create Correspondence

- a. The system must allow authorized users to create documents, including but not limited to letters and envelopes.
- b. The system should allow standard form letters to be created and maintained.
- c. The system should allow changes to be manually entered into standard form letters.
- d. The system should also allow the user to create customized letters and emails and the choice of which to send should be determined by the user.

## 3.9 CUSTOMER SERVICE CASE MANAGEMENT REPORTING

3.9.1 The system must include a reporting system that will provide OHB with relevant data regarding customer service case contacts.

3.9.2 The system must include a reporting system that will provide standard delivered reports as well as allow OHB to develop custom reports.

3.9.3 Users should be able to select reports from a list of pre-defined reports.

3.9.4 The list should be able to be modified at the agency level 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.

3.9.5 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.

3.9.6 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.

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

#### 4.0 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 must 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 Customer Service Tracking System (CSTS). These are broad based categories that should serve as the foundation for any CSTS 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 must be adaptable in a public sector organization that has diverse professions and departments with varying needs.

##### 4.1.2 Modular

- a. The System must be modular in design so new application components can be integrated to accommodate a phased implementation, if desired.
- b. Once implemented, the System must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality. The System should have the capability to add new users with differing security levels.

##### 4.1.3 Flexibility

- a. 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.
- b. 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

- a. The proposed System must be a fully integrated System that requires the same data to be entered only once.
- b. 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.
- c. Customized help must be available throughout the System.

- 4.1.5 Platform and RDBMS Requirements
  - a. 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.
  - b. This should include any recommendations with the advantages and disadvantages of various approaches. (We only use SQL Server 2000-2005 database environment)
- 4.1.6 Web Based
  - a. The proposed System must take advantage of tools and techniques that are utilized by developers of new web applications.
  - b. The application must be able to be served by our current IIS web server environment and cannot be Java or PHP based.
- 4.1.7 Product Support
  - a. 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.
  - b. User training for upgrades or feature enhancements must be available.
- 4.1.8 Administrative Tools
  - a. The System must include administrative tools to monitor utilization, trace database access chains, and optimize file placement and layout.
  - b. 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.
  - c. 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.
  - d. 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
  - a. 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.
  - b. 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 must 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, Sql 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 must separately identify the composition and pricing for an entry-level configuration and a full-featured system configuration. Offerors also must 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 must 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, offerors must 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, offerors must enumerate any announced product enhancements or upgrades that may take place in the 12 months after the due date of the Responses. Enhancements and/or upgrades of the current versions must be revised by DHRM and installed under its supervision.

### 4.2.3 System Integration Services

On-site technical services to interface the CSTS 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 NOT offer this type of solution. Only a Commonwealth of Virginia hosted option will be considered.

#### 4.2.6 Functional and Technical Training Services

##### a. 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.

##### b. 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.

##### c. Related Technical Services

This category includes those supplemental services that enable an agency to maximize the business value contribution of its CSTS 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

##### a. Descriptive Response Requirements

##### b. Project Management

- (1) Which documented processes are used to implement your software within customer environments? Describe this process.
- (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.
- (3) How are customer change requests managed?
- (4) What implementation resources does your company provide?
- (5) What implementation resources are expected from The Commonwealth?
- (6) How many successful implementations has your organization been involved with? Of these implementations, how many are currently in service today?
- (7) Describe your strategic partner program. List all partners and how partners are certified.
- (8) Describe the certification program for the employees of these implementation partners.
- (9) How are issues and schedule changes tracked, communicated, and resolved?
- (10) How is knowledge transfer from your firm to the Commonwealth managed and implemented?
- (11) How is data within existing and legacy systems migrated and incorporated within your system?
- (12) Describe the tools and expertise available for integrating your system to existing agency and Commonwealth-level systems.

c. Support

- (1) What support services and options exist?
- (2) What Response times exist within the levels of support?
- (3) Describe your formal service escalation and problem resolution procedures.
- (4) Provide a description of ongoing software and hardware support options available including software modifications and upgrades.
- (5) Is information regarding outstanding problems, fixes, modifications and improvements available to the customer and publicized on a regular basis?
- (6) Describe your product major release and revision schedule. Include how releases and revisions are distributed.
- (7) Describe your company's procedure for handling and resolving bug fixes.
- (8) What release is being proposed in this response? When will this release be generally available?
- (9) How many releases are planned for the next 3-5 years?
- (10) 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.

d. Training

- (1) What training do you provide and recommend? Please include a detailed development plan for each of the following groups. End users, Administrators, Technical Staff.

- (2) How many people will the vendor provide to conduct the training and at what point in the implementation process will training begin?
- (3) Are training courses “ad hoc”, available to the Commonwealth upon start-up or available to each entity upon implementation?
- (4) Do you offer a “train the trainer” option? Can the Commonwealth duplicate the training materials?
- (5) What additional training/certifications are available on advanced functions for IT personnel, administrators, and users?
- (6) What types of training are provided for releases & upgrades?
- (7) What kind of ongoing user learning aids are provided, such as on-line help, access to help desk, user manuals?
- (8) Do you subcontract training or does your staff provide it?
- (9) Is computer-based training (CBT) or web-training available for your products? If online training is available, are included courses SCORM compliant?

e. Enumerated Requirements

- (1) The system must be scalable.
- (2) The system must be designed for use of non-programmers.
- (3) 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) The systems must be compatible with application software for the blind and visually impaired which converts components of the Windows operating system into synthesized speech allowing for complete and total access to Windows based computer systems (example: JAWS)

#### 4.3.2 TECHNICAL REQUIREMENTS

a. Descriptive Response Requirements

- (1) Describe your system architecture. Include a diagram indicating each component's location with respect to a corporate firewall.
- (2) Describe your system's limits or capacity for numbers of users and records, both active and inactive.
- (3) Describe the architectural scalability for multiple CSTS groups.
- (4) Describe how security across the firewall, and with users on different sides of the firewall, is handled.
- (5) Can all interactions with your product take place over the web: intranet or Internet? Does your product support centralized database architecture?
- (6) Describe the average database size.
- (7) Describe the networking, hardware, software, and operating systems your product supports. Please be very specific; include version numbers.
- (8) List any system prerequisites for your product. Include networking, hardware, database, web server, or other requirements.
- (9) Which browsers are supported? What browser version?
- (10) Does your product require any browser plug-ins or applets? Explain.
- (11) Does your product require loading additional software on any client workstation other than a standard browser? Explain.

- (12) Describe your largest installation in government and others comparable to our requested need.
- (13) Describe the general "openness" of your system.
- (14) What is the recommended connection speed for Internet access?
- (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.
- (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.
- (17) Describe the notification server environment for e-mail and fax for generating automated correspondence.
- (18) Describe MAPI compliancy and ability to integrate into existing e-mail and scheduling applications.
- (19) Describe OLE compliancy and general ability to link business objects.
- (20) Describe the extent to which the product is ODBC compliant.
- (21) Describe the extent to which the product is TCP/IP Protocol Compliant
- (22) Describe the extent to which the system can be operated over the WEB using industry standard browsers (e.g. Netscape or Internet Explorer).
- (23) Describe APIs that exist in your product to facilitate integration with other systems.
- (24) Describe import/export capabilities.
- (25) Describe your experience and capabilities in integrating your system with other corporate systems.
- (26) Describe the manner in which the product integrates with the top e-mail software, such as Outlook, LotusNotes, GroupWise, etc. for automatic notifications.

b. Enumerated Requirements

- (1) The system must be compatible with standard browsers.
- (2) The system must be capable of being integrated with client's Intranet.
- (3) The system must allow integration with client's calendar system such as MS Outlook, etc.
- (4) The system must be capable of performing all required functions within the Commercial off-the-Shelf software package.
- (5) The system must be capable of being readily integrated with MS Outlook, and of exchanging E-mail with all standard commercial E-mail systems.
- (6) The host platform must comply with the Commonwealth's standards for medium to large scale servers. Platform included is Windows.
- (7) The system must be capable of being integrated with HR/databases.
- (8) The system must be capable of being readily integrated with other agency systems.
- (9) 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

a. Descriptive Response Requirements:

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

b. Enumerated Requirements:

- (1) The system must support Windows authentication and access protocols as well as other custom security authentication with a database backend.
- (2) The system must restrict access by user ID and strong password access.
- (3) The system must permit data to be available inside/outside firewalls (with proper security and authorization).
- (4) The system must be based on a common platform and require a single login.
- (5) The system must prevent unauthorized accesses.
- (6) The system must protect data and any other information from malicious or inadvertent damage.
- (7) 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.
- (8) 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.
- (9) The system must provide an audit trail linking the user or administrator to all transactions updating the database.
- (10) The system must have the capability to restrict content/data access by user.
- (11) The system must have the capability to restrict views and data access by administrators, different user groups, etc.
- (12) The system must provide multi-tier security architecture for a Web application. Two-tier security architecture is acceptable, however three-tier architecture is preferable.
- (13) The system must not require the collection or use of Social Security Number as a unique user identifier or key.
- (14) The system should grant access to individual modules based on role privileges.
- (15) The system must 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](http://www.vita.virginia.gov/docs/psg/COVA_STMGT_Security_Std_REV.pdf)

#### 4.3.4 USER INTERFACE REQUIREMENTS

a. Descriptive Response Requirements:

- (1) Explain how the user interface can be modified.

- (2) Describe how the user interface is designed/constructed for ease of navigation and data access.
- (3) Describe the extent to which the system provides a comprehensive on-line help facility.
- (4) Describe the extent to which the user interface can be different for distinct employee groups and customers within a single installation.
- (5) Describe how the user interface meets accessibility standards for person with disabilities.

b. Enumerated Requirements:

- (1) 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.
- (2) The system must allow for separate views to be established for different groups or organizations.
- (3) The system should provide optional, user-defined fields.
- (4) The system must only present functions and options that are appropriate to a person's individual role(s) when they log onto the system.
- (5) 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.
- (6) The system must meet standards for web based content as adopted by the State of Virginia, which can be found at:  
[http://vita.virginia.gov/docs/psg/AccessibilityStandard\\_GOV103-00\\_Eff\\_11-04-05.pdf](http://vita.virginia.gov/docs/psg/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf)
- (7) The system must have an integrated, context-sensitive on-line help system and reference guides for various user roles.
- (8) The system should support multi-lingual capabilities.
- (9) The system should provide user interface views tailored to the needs of different types of users.
- (10) 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.
- (11) 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 NUMBER	TYPE OF GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
TOTAL FOR BUSINESS CLASS				

## 6.0 PROCUREMENT PROCEDURES

### 6.1 METHOD OF AWARD

- 6.1.1 The Department shall select two or more Offerors deemed to be fully qualified and best suited among those Offerors submitting proposals, unless the Department has made a determination in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration. The selection of Offerors will be based on the evaluation factors included in this RFP. Negotiations shall be conducted with the selected Offeror(s). Price shall be considered when selecting finalists for negotiation, but shall not be the sole determining factor.
- 6.1.2 After negotiations have been conducted with each selected Offeror, the Department shall select the Offeror, which, in its opinion, has made the best proposal. The Department shall award the contract to that Offeror. The Department may cancel this RFP, or reject proposals at any time prior to an award. The Department is not required to furnish a statement of the reason why a particular Offeror was not deemed to have made the best proposal (Section 2.2-4359, Code of Virginia).
- 6.1.3 Should the Department determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified

than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- 6.1.4 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. All statements and representations, written or verbal, relating to the award of this and renewal contracts must be construed to be consistent with the following submission instructions.

## 6.2 SUBMISSION OF WRITTEN PROPOSALS

- 6.2.1 The RFP cover sheet and all addenda acknowledgments, if any, signed and completely filled out shall be returned with each proposal.
- 6.2.2 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 28, 2006, by

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

- 6.2.3 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.
- 6.2.4 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  
101 North 14th Street  
Richmond, Virginia 23219  
Fax Number: (804) 225-2790  
E-mail Address: [Bill.Gregory@dhrm.virginia.gov](mailto:Bill.Gregory@dhrm.virginia.gov)

#### 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 August 18, 2006 at 10:00 a.m. at 101 North 14<sup>th</sup> Street, James Monroe Building PDS room 2. 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	August 7, 2006
Optional Pre-Proposal Conference	August 18, 2006
Proposals Due, 2:00 P.M.	August 28, 2006
Notice of Intent to Award	September 12, 2006

#### 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%
Best fit into the DHRM environment and Business Practices	30%
Cost	25%
References from clients	10%
Specific plans or methodology to be used In performing the services stated	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 13<sup>th</sup> 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

8.3.1 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.

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

a. During the performance of this contract, the Contractor agrees as follows:

- (1) 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.
- (2) 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.
- (3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

b. 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

##### 8.10.1 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.

##### 8.10.2 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 through 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:

8.15.1 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.

8.15.2 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.

#### 8.17.1 INSURANCE COVERAGES AND LIMITS REQUIRED:

- d. Worker's Compensation - Statutory requirements and benefits.
- e. Employers Liability - \$100,000.
- f. 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

The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. 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. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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 OF CONTRACT

The term of this contract is September 15, 2006 through testing and acceptance.

## 9.3 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.

## 9.4 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.

## 9.5 AUDITS

9.5.1 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.

9.5.2 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.

## 9.6 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 of the Office of Contracts and Finance. Currently, the position is held by Mr. Dan Hinderliter.

## 9.7 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.

#### 9.8 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.

#### 9.9 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.

#### 9.10 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.

#### 9.11 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.

#### 9.12 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.

#### 9.13 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.

#### 9.14 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.

#### 9.15 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.

#### 9.16 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.

#### 9.17 COSTS

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

#### 9.18 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.

### 10.0 PRICING SCHEDULE

Submit a price for supplying all requested services including annual maintenance.

Baseline system	\$ _____
Training	\$ _____
Installation & Setup	\$ _____
Annual maintenance	\$ _____

Please indicate your hourly rates if futures services are needed.

## 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.













ATTACHMENT TWO

EDI PAYMENT AGREEMENT

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)