REQUEST FOR PROPOSAL (RFP)
RFP# DHRM18-01
Title: Employee Exit Survey Tool
Issue Date: August 21, 2017

Commodity Codes:
95874, 95882, 91806

Issuing Agency: Department of Human Resource Management
Commonwealth of Virginia
James Monroe Building, 13th Floor, 101 North 14th Street
Richmond, Virginia 23219
Fax: (804) 225-2789
E-Mail: todd.hopkins@dhrm.virginia.gov

Initial Period of Contract: From October 1, 2017 through September 30, 2019 (*Renewable).

Sealed Proposals Will Be Received Until 2:00 PM Monday, September 11, 2017 For Furnishing The Goods/Services Described Herein.
All Inquiries For Information Should Be Directed To: Todd Hopkins E-Mail: todd.hopkins@dhrm.virginia.gov.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, USE SAME ADDRESS.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

***Virginia Contractor License No. _____**

***DSBSD-certified Small Business No. _____**

Class: _____ Specialty Codes: _____

Name and Address of Firm:

_____ **Date:** _____
_____ **By:** _____
_____ **(Signature In Ink)**
ZIP Code: _____ _____
(Printed Name)

eVA Vendor or DUNS# : **Title:**

Telephone Number: ( )

E-Mail Address:

Fax Number: ( )

*** PREPROPOSAL CONFERENCE: An OPTIONAL pre-proposal conference will be held at 10:00 AM on Wednesday, August 30, 2017 in Conference Room E, 1st floor, 101 N. 14th Street, Richmond, VA 23219. If special ADA accommodations are needed, please contact Monica Cousins at (804) 225-2131 by August 25, 2017. (Reference: Paragraph 5.10 herein). 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.**

1.0 PURPOSE:

The objective of this Request for Proposals is to solicit sealed proposals to establish a contract for a Software-as-a-Service (SaaS) platform for an enterprise-wide employee exit survey tool.

2.0 BACKGROUND:

The Department of Human Resources Management has been tasked by the Commission on Employee Retirement Security & Pension Reform to manage and set the strategy for gathering data from employees exiting employment in the Commonwealth. This data will help decision-makers with the information needed for employing strategies to help attract, retain, and grow individuals working for or interested in working for the Commonwealth. This insight is critical with the fierce war for talent. To ensure the anonymity of our employees we are looking to partner with a third-party to maximize the feedback received by the exit surveys.

3.0 STATEMENT OF NEEDS:

The Offeror's proposal should outline their work plan for providing the following items with a schedule to pilot the product in October 2017 and full launch of the exit tool in January 1, 2018.

Planning/Design:

- Please describe your overall approach for a secure SaaS platform to provide anonymity for employees who have exited the Commonwealth with reporting and analytics capabilities. Approximately 5,000 employees exit the Commonwealth annually; pricing scalability preferred
- Offeror will create and present detailed project plan including schedule, testing plan, implementation plan, training plan and transition plan
- Joint partnership with DHRM and vendor to develop dashboard analytics, metrics and reports
- DHRM to provide employee information for exiting employees at least twice a month, vendor to create a unique identifier
- Multi-modal options for survey completions (electronic, phone, paper, QR code)
- Sample survey and meta-data map included in Appendix 4 and Appendix 5

Reporting:

- Please explain your dynamic web reporting capabilities and channels the reports can be downloaded in a variety of mediums
- Role driven security clearance with various security options
- Portal to allow segmented security levels with multi-tiered visibility to users with roll-up reporting capabilities
- Data reporting for various drill-down purposes; detail data for deep dive
- Overall trend review at various levels, desired to be able to viewable by users at various levels as well as looking at data from multiple views
- Push technology – to send specified users notifications for report availability

- Dashboard with full analytics and access to data related to exit survey

Delivery:

- Please provided branded materials in soft copy and hard copy to be shared with DHRM for marketing of the exit tool
- DHRM to provide data of exiting employees
- Offeror responsible for mailing correspondence to exiting employees via mail within 48 hours of receipt of data from DHRM
- Multiple options for employee response with electronic response preferred

Implementation/Testing:

- Please assess Commonwealth technology to ensure compatibility with employee exit tool for a seamless roll-out
- Test scripts and materials (printed books, e-materials)
- Support services package with troubleshooting/help
- Training conducted onsite by vendor for appropriate staff

4.0 PROCUREMENT PROCEDURES:

A. METHOD AWARD

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.

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).

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.

3. 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.

3. Once the contract is awarded, Dept. of Human Resource Management will meet with the Offeror selected to review tasks and the timetable for delivery of milestone portions of the product.

B. SUBMISSION OF WRITTEN PROPOSALS:

1. All proposals must be in the form requested. The data required in response to this RFP is subject to verification. Material errors shall be a basis for rejecting such a proposal. An original electronic (labeled), a "redacted" electronic version (labeled), and two additional electronic copies shall be delivered in a sealed envelope, and labeled as a proposal, with the words "Do Not Open" and "RFP DHRM18-01" Employee Exit Survey prominently displayed on the face of the envelope. Proposals must be received no later than 2:00 p.m. local prevailing time on September 11, 2017 by:

   Mr. Todd J. Hopkins
   Department of Human Resource Management
   James Monroe Building, 13th Floor
   101 North 14th Street
   Richmond, Virginia 23219

   The redacted version shall be provided on a CD labeled with the company name and "**Redacted Version DHRM18-01**".

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 necessary. The proprietary or trade secret material submitted must be identified as required and must indicate only the specific words, figures, or paragraphs which constitute trade secrets or proprietary information. The Department, in its sole discretion, may not consider proposals with unduly broad requests for protection against disclosure.

C. 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 the Department requests modifications.

D. INQUIRIES CONCERNING THE RFP:

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

Mr. Todd J. Hopkins
Department of Human Resource Management
James Monroe Building, 13th Floor
101 North 14th Street
Richmond, Virginia 23219
E-mail Address: todd.hopkins@dhrm.virginia.gov

E. 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.

F. 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.

G. 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.

H. PRE-PROPOSAL CONFERENCE: Optional attendance held on August 30, 2017 at 10:00AM in Conference Room E, 1st floor, 101 N. 14th Street, Richmond Virginia 23219.

I. TIMETABLE:

RFP Published	August 21, 2017
Pre-Proposal Meeting (optional)	August 30, 2017
Proposals: Due 2:00 P.M.	September 11, 2017
Notice of Intent to Award	September 13, 2017

J. EVALUATION AND AWARD CRITERIA:

Price	50%
Qualifications, experience, innovation with performing requested services	30%
SWAM	20%

5.0 SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a _____ (insert monthly, quarterly, or other frequency) _____ basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

6.0 GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

B. 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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 subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify 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 subcontractor in connection with their (bid/proposal), and that they have not conferred on 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, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. 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 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.

H. 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.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment 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 payment 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.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract 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) days 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.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions (VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT) 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.

L. 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/furnish the goods 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 and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any 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 Purchasing Agency 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, things such 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 Purchasing Agency 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 Purchasing Agency'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 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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor 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 Purchasing Agency or with the performance of the contract generally.

P. 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.

Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or 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 coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

R. MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	**Limits**
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate (Limits increase each July 1 through fiscal year 2016, as follows: July 1, 2016 - $2,000,000. This complies with §8.01-

	581.15 of the Code of Virginia.
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

S ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

T. DRUG-FREE WORKPLACE: 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 a 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 the 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.

U. NONDISCRIMINATION OF CONTRACTORS: An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives 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.

V. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal 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.

1. 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.

2. 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.

3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   a. DMBE-certified Small Businesses: 1%, capped at $500 per order.
   b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

W. 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.

7.0 SPECIAL TERMS AND CONDITIONS

A. AUDITS:

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.

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.

B. 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. An independent auditor shall certify this report.

C. 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 databases 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.

D. 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 responsibility of this task to the Workforce Planning Consultant position currently held by Sumi Lanneau. Her e-mail address is: sumi.lanneau@dhrm.virginia.gov.

The contractor shall provide the full name and address of the contract representative including telephone and fax number. In the event of a change in contract representative(s), an official written notice shall be provided within 15 days of the change.

E. 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.

F. 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.

G. DRUG FREE WORK PLACE:

The contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or drugs

   and;

2. Any impairment or incapacitation from the use of alcohol or drugs (except the use of legal drugs for legitimate medical purposes).

The contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract any may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct (Paragraph 5.16).

H. LIABILITY:

There shall be no liability on the part of and no cause of action shall arise against any officer or employee of the contractor for any actions taken or not taken or statements made by such officer or employee in good faith in the performance of his powers and duties.

I. 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.

J. INDEMINIFICATION:

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.

K. 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.

L. TERMS AND RENEWAL OF CONTRACT:

The term of this contract is October 1, 2017 through September 30, 2019 with three (3) one-year renewal options effective October 1 of each year. The contract may renew subject to the following.

1. This contract may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated 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.

    a. 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.

    b. 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.

M. TERMINATION, SUSPENSION AND CANCELLATION OF CONTRACT:

Either party may terminate this contract for its sole convenience with 120 days written notice to the other party.

Furthermore, in the event of emergency requirements which could not have reasonably been foreseen, the Department reserves the right to cancel and terminate this contract, in part or in whole without penalty, upon 60 days written notice to the contractor.

N. 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.

O. IDENTITY THEFT:

The Contractor assures that any and all personal information and data obtained as a result of performing contractual duties associated with this contract shall be held in strict confidence. Such information shall not be divulged without written permission from the individual and this Agency.

1. All personal information whether electronic or hard copy shall be stored in a manner that will prevent intrusion by unauthorized persons.

2. All intrusions or suspicion of intrusion into secured files containing personal information shall be reported to the Agency within 24 hours of detection.

3. All remedies suggested by the Contractor shall be approved by the Agency prior to being implemented.

Appendix 1 Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DSBSD online at www.dsbsd.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____

Date: _____

Instructions

A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD -certified women-owned and minority-owned businesses when they have received DSBSD small business certification.

B. If you are not a DSBSD -certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD -certified small business in Section B.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number:_____ Certification Date:_____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD -certified small businesses in the performance of this contract. This shall not exclude DSBSD -certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DSBSD -Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals $					

Appendix 2

COMMONWEALTH OF VIRGINIA
Department of Human Resource Management
STANDARD CONTRACT

Contract Number: DHRM18-01

This contract entered into this ___ day of _____ 2017, by_____ hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Human Resource Management, hereafter called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From October 1, 2017 through September 30, 2019.

The contract documents shall consist of:

(1) This signed form;
(2) The following portions of the Request for Proposal dated _____:
  (a) The Statement of Needs,
  (b) The General Terms and Conditions,
  (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  Attachment _____, Date _____
  Attachment _____, Date _____

(3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By: _____	By: _____
Title: _____	Title: _____

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.

Appendix 3

SECURITY AND ACCESS CONTROL REQUIREMENTS

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.

Enumerated Requirements:

a. The system must restrict access by user ID and strong password access.

b. The system must be based on a common platform and require a single login.

c. The system must prevent unauthorized accesses.

d. The system must protect data and any other information from malicious or inadvertent damage.

e. 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.

f. The system must have the capability to restrict content/data access by user.

g. The system must have the capability to restrict views and data access by administrators, different user groups, etc.

h. 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.

i. The system must not require the collection of PII (Personally Identifiable Information).

j. The system should comply with the Commonwealth's Information Technology Security standards (COV ITRM Standard SEC501-09). This standard can be found at

https://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/Library/PSGs/Information_Security_Standard_SEC501.pdf

k. The system must be able to be designed to meet the accessibility standards adopted by the State of Virginia (ITRM Standard GOV103-00):

https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf

Appendix 4

Exit Survey

Page 1:

Thank you for your willingness to provide feedback about why you left your recent job at the Commonwealth of Virginia. Your candid and honest feedback in this brief three-page survey is important to help leaders in state government better understand the work environment.

The feedback you provide in this survey is anonymous and your name will not be associated with the feedback you provide. The Department of Human Resource Management will provide aggregated feedback to individual state government agencies or institutions on an ongoing basis. Feedback reports will be held until a minimum of ten individual responses are collected and aggregated to help protect the anonymous nature of this feedback.

Click the right arrow below to begin the survey.

Page 2:

Please rate how much each of these factors influenced the decision to leave your job:

	Extremely	Very	Somewhat	Slightly	Not At All
Pay					
Benefits (health plan, insurance, leave, holidays, etc.)					
Availability of Career Advancement Opportunities					
Access to Training and Development Opportunities					
Organization Leadership Style					
Manager/Supervisor Style					
Manager/Supervisor Performance Feedback (amount and/or type)					
Team or Work Group Style					
Work Schedule					
Work Environment					
Work Assignments					
Work-Life Balance					
Work Resources (equipment, technology, staff, etc.)					

Please provide comments about your responses and add any factors you did not see in the list above:

Page 3:

Please rate how much you agree with each of the statements below about your recent job at the Commonwealth of Virginia:

	Strongly Agree	Agree	Neither Agree or Disagree	Disagree	Strongly Disagree
I was paid fairly for my efforts					
My benefits package was a good value					
I had a mentor at work					
My work assignments were at the right level					
I believed I would have access to new opportunities if I did good work					
I was involved in my group's work					
I felt my contributions were valued at work					
I heard and understood my organization's mission and goals					
I directly contributed to meeting my organization's mission and goals					
I got updates from leaders about how we were doing on a regular basis					
I had a say in decisions at work					
I was trusted at work					
I had friends at work					
I felt that I fit in with the work style of my group					
I learned new skills and abilities at work					

Please provide comments about your responses above:

Page 4:

Please rate your level of agreement with this statement:

I would recommend the agency or institution I worked at as a great place to work to a friend or family member.

Strongly Agree	**Agree**	**Neither Agree or Disagree**	**Disagree**	**Strongly Disagree**

Please provide any other comments or feedback that you think would help us understand your decision to leave:

>>>>>>>>>>>>>>>>>>>>

Exit Page Message:

Thank you for providing your feedback!

Appendix 5

2017 Employee Survey Exit Concepts Matrix

Meta-Concepts	*Survey Items*	*Type*
Rewards	Pay	Influence
	Benefits (health plan, insurance, leave, holidays, etc.)	Influence
	I was paid fairly for my efforts	Agreement
	My benefits package was a good value	Agreement
Meaningful Work	Work Assignments	Influence
	I was involved in my group's work	Agreement
	I felt my contributions were valued at work	Agreement
	I had a say in decisions at work	Agreement
Growth Opportunities (Career Development)	Availability of Career Advancement Opportunities	Influence
	Access to Training and Development Opportunities	Influence
	I had a mentor at work	Agreement
	I believed I would have access to new opportunities if I did good work	Agreement
	I learned new skills and abilities at work	Agreement
Trust in Management/Supervision and Organizational Leadership	Manager/Supervisor Style	Influence
	Manager/Supervisor Performance Feedback (amount and/or type)	Influence
	Organization Leadership Style	Influence
	I heard and understood my organization's mission and goals	Agreement
	I got updates from leaders about how we were doing on a regular basis	Agreement
Positive Work Environment	Work Environment	Influence
	Work Resources (equipment, technology, staff, etc.)	Influence
	I was trusted at work	Agreement

	I had friends at work	Agreement
Person/Work Fit	Work Schedule	Influence
	Team or Work Group Style	Influence
	Work Assignments	Influence
	Work-Life Balance	Influence
	My work assignments were at the right level	Agreement
	I felt that I fit in with the work style of my group	Agreement