

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS
RFP

Issue Date: August 22, 2008

RFP #: 1642

Title: Applicant Tracking Software

Classification Code: 20851

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd.
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

Human Resources
120 Alexander Hamilton Blvd.
Yorktown, Virginia 23690

Sealed Proposals Will Be Received Until 5:00 p.m. on September 17, 2008
At Which Time They Shall Be Opened In Public.

NOTE: Six (6) copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: T.W. Sawyer, CPPO, Purchasing Agent,
Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:

Zip Code

Date: _____

By: _____
Signature in ink

Title

Telephone No.: () _____ Federal Tax ID# _____

1.0 PURPOSE:

It is the express purpose of this formal Request for Proposals (RFP) to purchase an integrated web-based recruitment and applicant management system to support online job postings, applications, reporting, and data extraction.

2.0 SCOPE OF WORK:

Offerors responding to this request must be regularly engaged in the delivery, implementation, modification, and maintenance of appropriate integrated web-based recruiting and applicant management systems. These systems must support job postings and applications, furnish storage of current and historical postings and applications, and have reporting and extraction capabilities.

Vendor responsibilities also include user training, training documentation, and system documentation.

The System must provide varying levels of security. Users of the System shall be limited to specific functions through user "profiles" that are maintained by a System Administrator. At certain times, sensitive, Privacy Act data which must be protected will be contained in the database. The System must provide the capability of excluding certain data. At a minimum, conditional access capabilities, such as password protection, must be included. Access rights shall be based on "need to know" criteria, with the ability to limit access for update, as well as for data retrieval.

3.0 INFORMATION FOR OFFERORS RESPONDING TO REQUEST FOR PROPOSAL:

1. Award will be made to the most responsible and responsive offeror.
2. Acceptance of a proposal by the County is not an order to proceed.
3. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. ". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
4. Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
5. If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.

4.0 GENERAL TERMS AND CONDITIONS:**A. FORM:**

All responses to a Request for Proposal (RFP) may be on the offerors letterhead or form. Response to an RFP should address all aspects of the request and must include a

signature of the offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

B. OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

C. INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, and/or other schedules contained herein, the latter two shall take precedence.

D. 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. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

E. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, all 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 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.

F. ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

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

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, 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.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

G. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

H. INDEMNITY AGREEMENT:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the County, its officers, employees, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the County, its officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

5.0 DEFAULT:

In the event of a default by successful Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

6.0 AVAILABILITY OF FUNDS:

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

7.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 et. seq. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

8.0 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

9.0 CRITERIA FOR PROPOSAL EVALUATIONS:

A committee composed of representatives from the County will oversee the evaluation of all proposals received. The County will select the proposal which best meets the needs of the County considering the comprehensiveness and functionality of the System proposed, Vendor supplied support services, total maintenance requirements, compliance with County technology standards, growth potential, and cost. Offerors are fully responsible to ensure that they include all elements of the criteria in their submitted proposal. The following criteria will be used in the proposal evaluation process:

A. PROPOSAL

1. Understanding of requirements
2. Completeness, thoroughness and quality of response

B. VENDOR OR FIRM

Experience with proposed System
Organization stability
Financial position
Client references

C. SYSTEM PROPOSED

Suitability of components and features to requirements
Ease of operation
Growth potential and flexibility of the System
Flexibility of comprehensive reporting
Performance with respect to requirements
Compliance with respect to County technology standards
Adequate capacity to handle full system load of data records and transactions
Ease of implementation
Ease of upgrade

D. STAFFING

Availability of proposed staff
Experience of staff
Depth of staffing resources

E. COST

Ongoing day-to-day management/operation
Procurement, licensing, and implementation
Support and maintenance
Training
Resources required to operate and maintain

All fees

F. OTHER FACTORS

Overall support and training commitments

Quality and completeness of documentation and support aids

Ease of data extraction for ad hoc management reporting

10.0 AWARD OF CONTRACT:

Two or more offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the offeror ranked first until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. (Code of Virginia, 2.2-4301.) At any time during the negotiations, the Purchasing Office may terminate all negotiations and readvertise the requirement.