

**New River Valley Community Services
Montgomery Center & Board Administration
700 University City Boulevard, Blacksburg, VA 24060**

**Request for Proposal (RFP)
RFP #102HR - 2018**

Human Resources Information System Requirements

Bid Solicitation Due: May 17, 2018

This is New River Valley Community Services' (NRVCS) Request for Proposal. Please direct all questions or requests for information to: Valanda "Val" Nelson, Interim Director of Human Resources; Phone: 540-961-8328; email ynelson@nrvc.org. **Sealed proposals will be accepted prior to 4:00 PM on May 17, 2018.** Proposals received after the due date and time shall not be considered.

All questions/requests for information shall be submitted via email to ynelson@nrvc.org. After reviewing any questions/requests submitted, NRVCS will issue an addendum to respond to items it deems necessary. This response will be sent to all bidders by May 8, 2018. Changes to this Request for Proposal will be made only by written addendum issued by the Human Resources Department of NRVCS.

Submit Proposals: **BY MAIL/HAND DELIVERY/EXPRESS CARRIER TO:**
New River Valley Community Services
ATTN: RFP #102HR - 2018
700 University City Boulevard,
Blacksburg, VA 24060

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to NRVCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to NRVCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with NRVCS.

INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____

Remittance Address (if different): _____

Federal Identification #: _____

Date: _____

Phone: _____

Fax: _____

Email Address: _____

Contact Person: _____

Typed/Printed Name: _____

Signature: _____

INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name

_____ Partnership

_____ Individual Trading Under Trade Name
(Individual and Trade Name must be listed above as "legal name")

_____ Corporation

CORPORATE SEAL:

1. GENERAL INFORMATION

New River Valley Community Services (NRVCS) is soliciting proposals from qualified offerors to acquire an electronic Human Resources software program (HRIS) for an agency of approximately 800 employees. General requirements would include the following:

- Creates a single system to accomplish all HR functions
- Provide robust reporting capabilities
- Provide a system that can seamlessly integrate with Great Plains Financial software or other financial software the agency may choose in the future.

Responders are advised that NRVCS will not pay for any information or administrative costs incurred in response to this RFP; all costs associated with responding to this RFP will be solely at the interested party's expense.

1.1. Background

NRVCS provides mental health, developmental disability, crisis and substance use treatment services for adults and children living in the City of Radford and the counties of Floyd, Giles, Montgomery and Pulaski. NRVCS has 27 locations with over 800 employees. We have employees in traditional offices, schools, community sites and other mobile locations. We receive funding from the city of Radford, the counties of Floyd, Giles, Montgomery and Pulaski, as well as the state and federal governments. NRVCS is required by state code to charge for its services; a sliding fee scale is utilized as well as billing Medicaid, Medicare and private insurance

1.2. Description of Current Environment

1.2.1. NRVCS uses a variety of separate applications and processes to manage HR functions at NRVCS. ICIMS is a software platform used for talent recruitment. Great Plains Financial Software is used to track most employee information. Some benefit management pieces are handled manually. There is no employee or manager portal, other than some basic payroll information functionality through our payroll software. Payroll and PTO management is handled through the Powertime software platform. There is no automated functionality for numerous critical compliance issues like ACA and other issues. Manual processes are in place to administer numerous critical HR functions. While certain functionality is supported in our financial software package, there is not an effective bridge that allows financial and HR information to be shared and effectively reported on. The current system is labor intensive and inefficient.

1.3. Project Goals and Objectives

- 1.3.1. NRVCS looks to procure a new HRIS software that will provide the list of requirements found in **Section 6 “Required Specifications”**.
- 1.3.2. As a public, non-profit organization, cost is a significant factor and will be a key element in a successful bid.
- 1.3.3. Enhancements and functionality that can lead to increased efficiency and reduce the need for headcount in our HR department would also be considered a key element in a successful bid.
- 1.3.4. Enhancing time management for our employees through improved processes would also be considered in a successful bid.

1.4. General Work Statement

The contractor shall provide the necessary staff to install, configure, test and implement the system, and to construct and implement the required interface. The contractor’s staff shall certify that the System is free of defects, is implemented completely, and is ready for use. The contractor’s staff shall also provide the necessary training, documentation and continued support. The contractor shall provide information about software release, update, and correction procedures.

2. GENERAL SPECIFICATIONS

- 2.1. The contractor should be responsible for providing the necessary expertise and manpower to oversee and perform the tasks involved to ensure the successful, timely, and within budget implementation of the proposed system. The contractor shall:
 - 2.1.1. Prepare and submit a written work plan including a timeline and implementation schedule for the project, monitor progress against the plan on a weekly scheduled basis, and correct progress as needed to stay within the planned schedule. Maintain the work plan in an automated format, and produce project status updates as requested.
 - 2.1.2. Communicate as appropriate with the NRVCS Interim Director of HR on progress of implementation.
 - 2.1.3. Conduct periodic status meetings with NRVCS Interim Director of HR to keep them apprised of implementation progress and discuss any issues or concerns that might affect the work schedule or work product. Status meetings will be held as deemed appropriate by NRVCS. Updated copies of the plan will be distributed at the status meetings for discussion.
- 2.2. Work Hours
 - 2.2.1. NRVCS’s general office hours are 8:30 A.M. to 5:00 P.M. EST, Monday through Friday. Several programs operate on a 24/7 basis. For the purposes of this RFP, all required

interaction with NRVCS personnel should be performed during the general office hours shown above.

2.3. Work Space, Equipment, And Supplies

2.3.1. Work space, during implementation, will be provided by NRVCS. The Offeror must specify work space and equipment needs.

2.4. Assumptions/Constraints

2.4.1. The End User functionality needs to be better than the current HRIS system(s).

2.4.2. NRVCS owns the data collected in the system.

2.5. Documentation

2.5.1. NRVCS requires the contractor to provide all manuals, documentation, guides and instructions for the software modules.

2.5.2. Define the process for any updates to the software, when updates will occur and detail any additional costs associated with those updates.

2.6. Warranty

The contractor shall warrant that the System shall be substantially free from software errors and shall conform to the System availability and response standards and System requirements set forth in this RFP. The contractor shall also warrant that the services to be performed by the contractor shall be performed in a timely and professional manner by qualified personnel. The contractor shall respond to requests for warranty service within four hours or less and shall remedy any programming errors, defects, or breach of warranty as soon as practicable and with minimal down-time, at no charge. This warranty shall remain in effect for a minimum of one year after the date of final acceptance of the Software. In the event that the System, in whole or in part, does not perform in accordance with the contractual requirements, the contractor shall promptly, and in no case any later than twenty-four (24) hours after notification thereof, correct, modify, or improve the System, at the contractor's sole expense, to ensure that the System complies with the System availability and response standards and System requirements set forth in this RFP. The failure of the System or any part of it to meet these standards and requirements set following such a correction, modification, or improvement shall constitute a default by the contractor. In the case of any dispute involving the System, the contractor shall have the burden of proving that the System meets all standards and requirements. In the event the System is inoperable, the contractor shall immediately apply the necessary resources to correct the problem.

2.7. Security

2.7.1. The system must provide varying levels of security to protect the privacy of all NRVCS Users.

3. Information Required From Offerors in Proposals

3.1. Business Organization and Credentials

3.1.1. Synopsis of the Offeror's business qualifications to include but not limited to the business plan, product design philosophy, consumer-support infrastructure and HIPAA compliance measures.

- 3.1.2. Audited annual corporate financial statement for the three most recent fiscal years or other financial reference which demonstrates the financial capacity of the Offeror as an ongoing concern capable of supporting the proposed software solution.
- 3.1.3. Names, titles and telephone numbers of at least three customers currently using the software in a business setting.
- 3.1.4. Description of your succession planning for key personnel. Describe how you intend to provide the same level of uninterrupted service you propose in the absence of your key personnel.
- 3.1.5. Offeror Contact Information
 - 3.1.5.1. Name, title, address, telephone number and e-mail address, if available, of individuals with authority to negotiate and contractually bind the Offeror to a contract with NRVCS.
 - 3.1.5.2. Name, title, address, telephone number and e-mail address if available, of individuals who can be contacted during the period of evaluation with questions about the proposal.
 - 3.1.5.3. Name, title, address, telephone number and e-mail address if available, of individuals who can be contacted for prompt contract administration upon award of the contract.

4. Narrative Description of the System

- 4.1. Provide a description of the proposed HRIS software program, including any other features that make the System unique.

5. Work Plan

- 5.1. Offerors must provide a narrative rendition and a graphical version of the work plan. It must show all required tasks and how the tasks are to be accomplished. The following milestones shall be included: delivery, installation and configuration, initial testing, initial conversion and testing, full conversion, training, and implementation. The plan must also show who (individual or group) is assigned each task, and a timetable for accomplishment.
- 5.2. Offerors must clearly identify which tasks will be performed by the Offeror and which are the responsibility of NRVCS
- 5.3. Offerors must provide a description of the deliverables as they relate to the required tasks.
- 5.4. Offerors must address how the proposed payment schedule relates to the technical work plan.
- 5.5. The contractor is expected to complete the project within the timeframe estimated, unless the timeframe is changed by mutual agreement, in writing.
- 5.6. The Offeror must identify key personnel to be assigned to the project, their qualifications, education and representative experience. Include a brief statement (maximum three pages) concerning the recent experience of personnel from your firm who will be actively engaged in the proposed effort. The Offeror shall pay particular attention to identifying personnel's experience in working with the proposed System. Appropriate background checks should be performed by the contractor on key personnel who have access to NRVCS data.
- 5.7. Identification is required of any contemplated third parties to be employed during the project by the Offeror, with the identification of personnel to be assigned, their qualifications, education and representative experience in working with the proposed system.
- 5.8. NRVCS' Executive Director may require the contractor to replace any assigned personnel who are considered unacceptable in the opinion of NRVCS.
- 5.9. NRVCS considers a suitable working relationship to be a product of several factors, not the least of which is the presumption of permanency of the contractor's personnel for the duration of the

work effort. It is anticipated that the contractor shall use their best efforts to assure a stable work force and limit disruptive personnel changes -- those not otherwise requested by NRVCS. The contractor is prohibited from the unilateral removal of personnel without first providing NRVCS a minimum of two weeks' notice. Such restriction does not include staff changes due to circumstances beyond the contractor's control such as a person's long-term illness or accident, unsolicited resignation, military mobilization, etc. Replacement personnel must be identified using the same guidelines established for the initial contractor project personnel as described above. The contractor must further agree to work in good faith and use their best efforts to ensure the satisfactory turnover and knowledge transfer from one person to the other in the event of the removal of personnel. The contractor must also agree not to bill NRVCS for up to four weeks to accommodate the turnover, knowledge transfer, and for learning NRVCS's environment and its processes. The contractor shall keep NRVCS advised on a current basis as to the availability of personnel to perform work.

6. Required Specifications:

6.1. Please explain, not only that you can provide the necessary functionality but also how you will accomplish fulfilling the requirement. Please be specific. It is also preferable that proposed enhancements be submitted here and the delivery method and benefit of those items should be completely explained.

6.2. The contractor shall provide both the software and the related technical support services necessary for the full implementation of the System. These services may include, but are not limited to the following:

6.2.1. Has Recruiting functionality that has the following capabilities:

- 6.2.1.1. Enables job requisitions to be created and posted for applicants to view.
- 6.2.1.2. Automatically connects to local, regional and national recruiting sources
- 6.2.1.3. Track internal and external job openings and reporting capabilities
- 6.2.1.4. Has an Applicant Tracking System (ATS) –
- 6.2.1.5. Automated data filling of certain domains onboarding process.
- 6.2.1.6. Internal and external applicant tracking
- 6.2.1.7. Automatically tied into the personnel budget per program
- 6.2.1.8. Applicant and job screening questions
- 6.2.1.9. Assessments
- 6.2.1.10. Video screening and/or video interviewing
- 6.2.1.11. Background screening
- 6.2.1.12. Candidates have document download capability
- 6.2.1.13. Talent platform: Competencies and goals for career development
- 6.2.1.14. Electronic interview questions and interviewee answers storage
- 6.2.1.15. Interdepartmental access to candidate's information with job specific privacy
- 6.2.1.16. Customizable electronic forms
- 6.2.1.17. Email communication with automated reminder "courtesy" emails.
- 6.2.1.18. Electronic approval process flow with automated reminder emails.
- 6.2.1.19. Offer details platform.
- 6.2.1.20. Benefits portal.
- 6.2.1.21. Marketplace: compensation and tax credit product
- 6.2.1.22. I-9 and E-Verify capability

6.2.2. Has an Employee Information Management Module that has the following capabilities

- 6.2.2.1. Directory of current and historical information on employee profiles; including
 - 6.2.2.1.1. Personal information

- 6.2.2.1.2. Position and Job Title
- 6.2.2.1.3. Salary
- 6.2.2.1.4. Direct Deposit
- 6.2.2.1.5. Tax details
- 6.2.2.1.6. PTO accrual with real time balances
- 6.2.2.1.7. Performance reviews
- 6.2.2.1.8. Disciplinary Action
- 6.2.2.1.9. EEO
- 6.2.2.1.10. ADA
- 6.2.2.1.11. RU
- 6.2.2.1.12. Pay (With Pay Codes)
- 6.2.2.1.13. Pay Grade
- 6.2.2.1.14. Supervisor
- 6.2.2.1.15. Benefits
- 6.2.2.1.16. Deductions
- 6.2.2.1.17. Education
- 6.2.2.1.18. I-9
- 6.2.2.1.19. Injury/WC/OSHA Reporting
- 6.2.2.1.20. Property
- 6.2.2.1.21. Competency Skills/ KSA's
- 6.2.2.1.22. Licenses
- 6.2.2.1.23. Certifications
- 6.2.2.1.24. Health & Wellness
- 6.2.2.1.25. Training Records
- 6.2.2.1.26. Emergency contacts
- 6.2.2.1.27. Job Description
- 6.2.2.1.28. Personnel Payroll Change iForms
- 6.2.2.1.29. Awards and Honors

6.2.3. Has a Benefits Management Module that allows for administration for new hires, open enrollment and midyear qualifiers around the following benefits:

- 6.2.3.1. Medical Insurance
- 6.2.3.2. VRS and VRS Hybrid account maintenance
- 6.2.3.3. Life Insurance
- 6.2.3.4. Long Term Disability
- 6.2.3.5. Sick Leave Bank
- 6.2.3.6. Third Party Products (i.e. Aflac, Infinisource for COBRA, TASC for our Flexible Spending Account and FSA Debit Card Services Tracking)
- 6.2.3.7. Offers Automated electronic eligibility plan options and enrollment.
- 6.2.3.8. Offers Automated Electronic announcements and reminders.
- 6.2.3.9. Offers Automated Electronic iForms (enrollment forms) collection and distribution into appropriate personnel files
- 6.2.3.10. Total Compensation Statements
- 6.2.3.11. Offers Benefit Billing Management/Reconciliation
- 6.2.3.12. Offers Automated Electronic Reconciliation, Payment and Tracking

6.2.4. Offers ACA Tracking, Calculations and Administration on a monthly, quarterly and annual basis.

- 6.2.5. An employee self-service portal that will let staff log in and view important information through a system that is administrator controlled to limit employee access to certain records.
- 6.2.6. Provides a Manager Self-Service Portal ESP will be equipped with automated pop-up reminders to complete certain tasks
- 6.2.7. Succession Planning – The combination of the competency skills/ KSA's in the Employee
- 6.2.8. Information Maintenance Module and the automated organizational chart for the supervisor in the MSP will provide HR and management with a succession planning tool.
- 6.2.9. Provides the following modules focused on Financial Management
 - 6.2.9.1. Base salary administration
 - 6.2.9.2. Bonus programs
 - 6.2.9.3. Automatic position change/ adjustments
 - 6.2.9.4. Pay code assignments
 - 6.2.9.5. Pay grades assignment
 - 6.2.9.6. Compa-ratio monitoring and reporting
 - 6.2.9.7. A Payroll module with the following abilities:
 - 6.2.9.8. Track employees' salaries/base rate
 - 6.2.9.9. Track employees' time and attendance
 - 6.2.9.10. Bonuses
 - 6.2.9.11. Calculate PTO usage and accruals
 - 6.2.9.12. Health and all other deductions
 - 6.2.9.13. Automatically calculate withholdings for taxes, liens or garnishments
 - 6.2.9.14. Process paychecks; direct deposit and live checks
 - 6.2.9.15. Process end-of-the year W-2's
 - 6.2.9.16. Time and Attendance Management modules with the following abilities:
 - 6.2.9.17. PTO
 - 6.2.9.18. FMLA
 - 6.2.9.19. Long Term Disability
 - 6.2.9.20. Unpaid Leave
 - 6.2.9.21. Leave of Absence
 - 6.2.9.22. Worker's Comp
 - 6.2.9.23. Short Term Disability (Hybrid Plan Staff)
 - 6.2.9.24. Mobile application capable
 - 6.2.9.25. A Compliance Management Module with the following abilities:
 - 6.2.9.26. Affordable Care Act (ACA)
 - 6.2.9.27. FMLA
 - 6.2.9.28. OSHA Log
 - 6.2.9.29. Drug Testing
 - 6.2.9.30. Fingerprints
 - 6.2.9.31. CPS Background Checks
 - 6.2.9.32. TB Forms
 - 6.2.9.33. ADA
 - 6.2.9.34. EEO
 - 6.2.9.35. Driving Records
- 6.2.10. Provide a secure environment that meets the requirements for security and data sharing
- 6.2.11. Provide accurate and efficient reporting functionality

- 6.2.12. Ensures that the HRIS system can interact effectively with Great Plains Financial Software and other financial software that NRVCS may utilize in the future
- 6.2.13. Provides state of the art technology and meets all specific regulatory and security standards
- 6.2.14. Provide an environment that provides consistent and reliable access to all HRIS functionality with minimal lag time in accessing data.

6.3. Testing

6.4. Provide expertise in both functional and technical areas

6.5. Identify and deliver needed reporting

6.6. Training, as appropriate, for NRVCS staff

6.7. Provide support during initial period of implementation

6.8. Provide detailed User and technical documentation

6.9. Provide a long-term support plan for after implementation

6.10. Web-based, hosted solution and user friendly.

6.11. Compliant on mobile browsers.

7. Contractor Support Services

7.1. NRVCS expects that the contractor shall be providing support services directly during the warranty period. If Offerors anticipate a different approach, clearly state the support plan being offered. NRVCS expects that the contractor utilizes a business plan of continuous quality improvement and therefore expects upgrades over the course of our contractual relationship. NRVCS assumes that the contractor shall supply upgrades to the software at no additional cost during the warranty period.

8. System Acceptance Plan

8.1. A System acceptance plan will be based on final acceptance of the entire System, which will be defined in detail during the contract negotiation phase. Each Offeror must make a statement of agreement with the proposed acceptance plan, and to propose alternative wording for those paragraphs with which the Offeror takes exception.

8.2. The successful Offeror's proposed system will be accepted by NRVCS only after full integration testing has been completed and the System is fully operational.

8.3. During the acceptance period, the System must remain fully operational, must operate without failure and must operate in conformance with NRVCS's functional business requirements.

8.4. If the System fails to meet any of the criteria above, NRVCS shall notify the contractor of such failure and the acceptance period starts over on the first workday following the correction of the failure.

8.5. NRVCS will notify the contractor in writing of the acceptance of the System if:

8.5.1. The software is working as described in the work plan

- 8.5.2.All training has been completed;
- 8.5.3.All documentation and other deliverables have been received;
- 8.5.4.Delivery of Any other items which will be defined in detail during the contract negotiation phase.

9. Schedule of Costs

- 9.1.State and quantify the one-time costs for initial configuration, implementation and training
- 9.2. Identify the one-time costs for all required modules to meet the RFP deliverables. The total projected One-Time charges must include all applicable charges and fees.
- 9.3. Identify and explain all of the annual licensing fees to maintain the proposed system. Please include maintenance fees and any other applicable on-going charges.
- 9.4. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by NRVCS.

10. Submission Requirements

- 10.1. An original, so marked, and 4 copies, so marked, for a total of 5 copies of your proposal document are required. One digital copy of the proposal is also required on a flash drive. Submit proposals in a sealed envelope and put the RFP number, title, due date and time on the outside of the envelope. Offerors are responsible for having their proposal stamped by NRVCS staff before the deadline for receipt of proposals. NRVCS will not accept email or facsimile submission of proposals and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

11. Use of Information and Documents

- 11.1. NRVCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of the NRVCS.

12. Submission of Proprietary Information

- 12.1. Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

13. Format and Content

- 13.1. The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume.
- 13.2. Offerors should organize their proposals using the following format:
 - 13.2.1. Title Sheet: Furnish the information requested on the REQUEST FOR PROPOSALS TITLE PAGE (Pages 1 & 2.) of this solicitation and include it as the first page of your proposal. The name stated on the Title Sheet, page 2 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided.
 - 13.2.2. Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.
 - 13.2.3. Answers to the questions and issues raised in sections 3- 9.

14. INDEMNIFICATION

To the full extent permitted by law, the Contractor shall indemnify and hold harmless NRVCS and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from this CONTRACT, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor, any Subcontractor, any persons or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable.

15. CRITERIA FOR PROPOSAL EVALUATION

- 15.1 Understanding of the requirements; completeness, thoroughness and quality of Offeror's response; project plan, organization and schedule; proposed acceptance plan.
- 15.2 Experience with proposed software solutions; organization stability; financial position; client references; overall support and training commitments.
- 15.3 Suitability of software features to meet or exceed the documented requirements
- 15.4 Ease of operation
- 15.5 Flexibility of the system
- 15.6 Ease of comprehensive reporting
- 15.7 Experience maintaining long-term business relationships with other agencies such as NRVCS. Quality and completeness of operational documentation and support aids
- 15.8 Cost

16 METHOD OF AWARD

- 16.1 Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, NRVCS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.

17 GENERAL TERMS AND CONDITIONS (References to “Contractor” in this section are to the successful Offeror who enters into a contract with NRVCS.)

- 17.1 By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has 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.
- 17.2 The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of NRVCS.
- 17.3 NRVCS reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors if so stated. A Notice of Contract Award for this solicitation shall be posted on NRVCS’ website for a period of at least 10 calendar days. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals. NRVCS reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest.
- 17.4 An Offeror may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.
- 17.5 By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposals.
- 17.6 Any changes to the CONTRACT must be approved through issuance of a written contract addendum.
- 17.7 Payments to the Contractor shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT.
- 17.8 The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of NRVCS.
- 17.9 Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- 17.10 If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:
- 17.11 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 non- discrimination clause.
- 17.12 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. 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.
- 17.13 The Contractor agrees to provide a drug-free workplace for the Contractor’s employees.