# WirginiaTech

Request for Proposal #0054364

For

Veterinary Practice Management Information System

## February 8, 2018

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.

#### RFP 0054364 GENERAL INFORMATION FORM

<u>QUESTIONS</u>: All inquiries for information regarding this solicitation should be directed to: Jerri L. Kemp, Assistant Director, Information Technology Procurement & Licensing Solutions, via e-mail at <u>jerri@vt.edu</u>.

<u>DUE DATE</u>: Proposals will be received until 3:00 PM, March 20, 2018. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

<u>ADDRESS</u>: Proposals shall be mailed or delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), IT Procurement Office (MC 0214) 1770 Forecast Drive, RB14 Receptionist, Blacksburg, Virginia 24061. Reference the due date and hour, and the RFP #0054364 in the lower left corner of the envelope or package.

Please note that deliveries are made to a central location and is not delivered directly to Information Technology Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the IT Procurement office at the appropriate date and time for consideration.

<u>TYPE OF BUSINESS</u>: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number here: \_\_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <u>http://www.dmbe.virginia.gov/</u>.

\_\_\_\_ Large

- **Small business** 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. Commonwealth of Virginia Department of Small Business and Supplier Diversity (VASBSD) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
- Women-owned business A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, 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 the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.
- Minority-owned business A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) 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.

<u>COMPANY INFORMATION/SIGNATURE</u>: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA	NAME/TA NAME	BILLING NAME	
(If different than the Full Legal Name)		(Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 - 3102 - 3112

YES\_\_\_\_\_ NO\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_Date: \_\_\_\_\_ (IN INK)

01/01/2016

#### I. <u>PURPOSE</u>:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for a Veterinary Practice Management Information System for Virginia Polytechnic Institute and State University (Virginia Tech), Marion duPont Scott Equine Medical Center (EMC).

#### II. <u>CONTRACT PERIOD</u>:

The term of this contract is for three (3) years, or as negotiated. There will be an option for annual renewals as negotiated.

#### III. <u>BACKGROUND</u>:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate and graduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech's Marion duPont Scott Equine Medical Center (EMC) is a premier, full-service equine hospital located in Leesburg, Virginia, and one of two hospitals of the Virginia-Maryland College of Veterinary Medicine. We offer advanced specialty care, 24-hour emergency treatment, and diagnostic services for all ages and breeds of horses. Our team of equine specialists is training today's and tomorrow's veterinarians in the latest medical technologies and procedures, and advancing new knowledge through innovative scholarship and clinical discovery.

The EMC implemented its first Practice Management Information System (PMIS) approximately 10 years ago. This was the first use of any type of electronic medical record database for the Center. The implemented system was able to fulfill many of the initial needs that the EMC desired in a PMIS. As the business has developed, technology changed and the reliance on a PMIS has grown, the EMC is in search of a PMIS that can introduce a completely electronic based veterinary practice. The current PMIS is Rx Works and the annual cost is \$12,225 for 85 – 90 users.

#### **Implementation Timeline:**

# This RFP will result in the following anticipated implementation schedule which the selected vendor is expected to be able to adhere to.

June 2018 (30 days) - Initial Framework Planning Meeting

- Pre-installation planning meetings. All stakeholders involved. Implementation plan to be developed and detailed in MS Project Manager Format.
- o Teams developed for specific content areas

 Team meetings held to detail format of functional area in program (Client database, Patient database, rDVM database, Medical Records, Inventory, Pharmacy, Finance, Data transfer, etc.)

July-August 2018 (60 days) – Program Framework Setup

- Installation of hardware (if needed)
- Provider to setup program as detailed by owner in pre-installation meetings.

September 2018 (30 days) – Program Delivery

- o Supplier delivers program to owner
- Owner vets the system and confirms RFP submissions answers
- Offline testing of the system
- Administrator training

October 2018 (30 days) – Soft Launch

- o Owner to run parallel systems to confirm full functionality.
- o New system as main PMIS, legacy system run as backup
- o End user training
- November 2018 Hard Launch
  - End user training

Archive/decommission legacy system

#### IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system*.

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <a href="http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm">http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm</a> and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <u>eVACustomerCare@dgs.virginia.gov</u>, or call 866-289-7367 or 804-371-2525.

#### V. <u>CONTRACT PARTICIPATION</u>:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

#### VI. <u>STATEMENT OF NEEDS</u>:

Virginia Tech's Marion duPont Scott Equine Medical Center (EMC) is seeking a Veterinary Practice Management Information System (PMIS). The solution that is being sought will provide for a complete PMIS for an equine veterinary referral and specialty practice. Many functional areas will make up the PMIS. Solutions offered in the PMIS will help the EMC maximize efficiency, reduce loss and offer complete regulatory compliance. The system will also need to offer an intuitive end user experience that requires little training time and robust functionality for administrative users. Below is a broad look at many of the required areas.

- A. High-level summary of functional requirements:
  - · Daily calendar scheduling of appointments, equipment, and space
  - · Client information database
  - · Patient information database
  - · Referring veterinary (rDVM) information database
  - Client/patient/rDVM relationship profiles
  - Electronic medical record for patient (including records from anesthesia, surgery, laboratory, etc.)
  - Electronic patient treatment orders
  - · Billing and invoicing for all supplies and services including counter sales
  - · Real time inventory of all consumables
  - A complete pharmacy functionality to include prescription requests, unit dosing, prescription labeling, instruction labeling, etc.

- B. Information helpful in understanding and responding to the RFP:
  - 1. Requirements listed below have been grouped by Mandatory Requirements and Strongly Desired Requirements denoting the importance of the item and defined as:
    - · Mandatory Items listed as mandatory are required minimum features of a system.
    - Strongly Desired Items that are strongly desired represent functionalities that the university hopes to have. These items will be weighed very strongly when considering competing systems.
  - 2. Answer Codes and Description:

All statements require a numeric answer code and a description. Descriptions can include screen captures, process summaries, narratives, sample reports and/or demo materials. Descriptions should allow those reviewing your proposal to fully understand the functionalities, ease of use and capabilities of the items that you are addressing. Descriptions should also include an idea of the extent of customization needed (minor / major), if a work-around is available, if a 3rd party solution is in place and if the requirement will be addressed by a future release (including projected release date) for items you are addressing.

- Code: 5= Exists in the current production version, can be demonstrated now;
- · Code: 4= Will exist future version available to us but can be demonstrated now
- $\cdot$  Code: 3= Can be added to the system at no cost during implementation
- Code: 2= Can be added to the system for an additional cost during implementation. Please provide additional cost details with your pricing proposal.
- Code: 1= Can be added to the system within a 6 month period of time (after implementation). Please provide additional cost details with your pricing proposal.
- $\cdot$  Code: 0= Cannot be provided within a 6 month period of time (after implementation).
- Code: NA= Item or information being requested is unrelated to the Offeror's capabilities or the product's features.

#### C. Mandatory Requirements:

#### System Solutions

	Requirement Description	Answer Code
1.1	VT hosted solution should run on Windows server	
	2012R2 VM or higher. Describe server specs and recommendations	
1.1	1 System hosted at VT to allow for Virginia Tech College	
	of Veterinary Medicine IT to have administrative	

	normissions to conver. Describe conver access levels	[]
	permissions to server. Describe server access levels and permissions.	
1.2	Cloud hosted applications are acceptable with additional security requirements. Outline cloud hosted security framework.	
1.2.1	If solution is hosted external to VT, data must be backed up regularly and backups must be physical and electronically protected. Describe your backup schedule/system.	
1.3	Faculty/staff/students run a mixed environment of Windows OS and Mac OS. Both must be supported.	
1.4	Reliable connectivity/minimal down-time (1-hour resolution to downtime issues). Detail historical uptime percentages and typical downtime resolution wait.	
1.5	Provide 24/7/365 support for system administrators and 8/5/200 helpdesk for end users. Describe support structure.	
1.6	The product must provide a robust capability to control permissions by roles and/or groups. Please describe any pre-defined access levels and how these are configured.	
1.7	Solution should provide a fully detailed audit log for actions taken by both end users and administrative users. Describe system audit processes.	
1.8	Solution will be accessible using mobile devices through a web interface or application. Detail all platforms that the system supports.	
1.9	Solution will provide for continuous auto-save functionality. Detail how information is saved in the program/database.	
1.10	Solution will include a full Import/convert from legacy PMIS database (minimum of 14 GB stored data). Describe initial setup process for data entry.	
1.11	System will accommodate a minimum of 100 users, no restrictions on workstation quantity and allow for multiple logins for the same end user. Describe the system capacity and future scalability of the solution. Detail the login process and required credentials.	
1.12	System must integrate with standard peripheral biomedical devices (i.e. lab analyzers, dispensing cabinets etc.)	
1.13	System will satisfy all current Virginia State regulations and provide upgrades as needed to ensure compliance with future Virginia laws governing veterinary medicine.	
	https://www.dhp.virginia.gov/vet/vet_laws_regs.htm	
	Title of Regulations: 18 VAC 150-20-10 et seq.	

Statutory Authority: § 54.1-2400 and Chapter 38 of Title 54.1 of the Code of Virginia	
Chapter 38 of Title 54.1 of the Code of Virginia: Veterinary Medicine	
Selected Sections from Chapter 33 of Title 54.1 of the Code of Virginia: Pharmacy	

#### **Business Solutions**

	Requirement Description	Answer Code
2.1	Provide a complete and interactive scheduling system for a minimum of 10 clinicians plus space and equipment holds.	
2.2	Solution will have the ability to generate and send automatic appointment reminders via email, SMS and/or phone message. Describe external communication methods and processes.	
2.3	System will be able to send documents (file types to include PDF, JPEG, DICOM, DOC, and XLS) to clients via email directly from solution.	
2.4	System will generate billing and invoicing for all services entered into system.	
2.5	Solution will create estimates based on analytical system data and user defined parameters.	
2.6	System will have the ability to classify different types of clients such as, regular, payment plans, veterinarians, etc.	
2.7	System will have the ability to change ownership/transfer billing among clients	
2.8	Produces summary and detailed invoices	
2.9	Run monthly billing statements with ability to add client notes	
2.10	Produce AR reports with aging (at least 30, 60, 90 day)	
2.11	Must be able to assess finance charges and late fees with accurate calculations	
2.12	Must provide the option to not assess or to reverse charges if needed	

### **Patient Solutions**

	Requirement Description	Answer Code
3.1	Solution will be able to create and store electronic medical records for all patients (2500+ per year) and a	
	database of 15,000 patients	

3.2	Provide interactive flow-sheets/treatment records	
3.3	Solution will allow the attachment of documents and	
	images to the medical record (file types to include PDF,	
	JPEG, DICOM, DOC, XLS)	
3.4	Accommodate client communications (i.e. logs)	
3.5	Capable of recording/incorporating multiple referring	
	vets, temporary referring vets	

## **Business Analytics Solutions**

	Requirement Description	Answer Code
4.1	Solution will provide a full real-time inventory	
	management suite	
4.2	System integrates a full Pharmacy/dispensary	
	management suite including prescriptions and labeling	
4.3	Able to produce hospital/business metrics reports (i.e.	
	revenue by hospital, service and doctor; equipment	
	usage, cost by case and net revenue per case, referred	
	vs non-referred patients/visits)	
4.4	Offer a fully searchable database	
4.5	Ability to use metadata to generate custom reports	

## Strongly Desired Requirements

	Requirement Description	Answer Code
5.1	Intuitive/User Friendly/Familiar front end design	
5.2	Access from solution to Picture Archiving and Communication System (PACS)	
5.3	System to provide a customizable invoice (grouped, detailed, summary)	
5.4	Schedule doctors with rooms/equipment at the same time automatically	
5.5	Able to flag insurance status for patient	
5.6	Auto sign/digital signature capability and electronic documents (i.e. admissions paperwork)	
5.7	Provide patient location/tracking through hospital with searchable history (i.e. by stall)	
5.8	Automatic Identification and Data Capture (AIDC) capability for inventory, patient charges, patient identification	
5.9	Auto reminders for doctors	

#### VII. PROPOSAL PREPARATION AND SUBMISSION:

#### A. General Requirements

- 1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP to include;
  - a. **One (1) original and eight (8) copies** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
  - b. **One (1) electronic copy** in WORD format or searchable PDF (*CD or flash drive*) of the entire proposal <u>as one document</u>, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 2.e. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked *"Redacted Copy"* on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

#### Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech) Attention: Jerri L. Kemp, CPPB, CUPO Information Technology Procurement & Licensing Solutions (MC 0214) 1770 Forecast Drive, RB14 Receptionist Blacksburg, Virginia 24061

# Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

- 2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within

any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

#### B. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Quality of Products/Services:

Provide a detailed plan on your organization's ability to provide the services outlined in section VI. Statement of Needs. Describe your expectations of Virginia Tech should you be awarded a contract as a result of this solicitation.

2. Qualifications and Experience:

Provide references from at least three (3) higher education institutions of similar size or larger where you have provided similar services for a video content management system. Discuss how you implemented the program and associated implementation time. Include dates the services were provided, the client name, address and the name and phone number of the individual Virginia Tech has permission to contact.

 Methodology Used to Provide Services: Provide specific plans or methodology to be used to provide the services outlined in section VI. Statement of Needs. Provide a detailed timeline for implementation of services. 4. Cost:

Offeror shall provide a detailed description of the total cost to provide and perform the services specified herein. The cost break down shall identify in separate detail the charges associated with each deliverable item and major task, e.g., hosting services, application solution licenses, any required implementation/installation/integration services, data conversion/import services, training, annual maintenance and support services, travel, etc. Additionally, Offeror's may also include pricing for additional services that may be necessary, but not specified herein.

- 5. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business: If your business can not be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For with certification. visit the SBSD website assistance SWaM at http://www.dmbe.virginia.gov/.
- 6. The return of the General Information Form and addenda, if any, signed and filled out as required.

#### VIII. SELECTION CRITERIA AND AWARD:

#### A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	Maximum Point <u>Value</u>
<ol> <li>Quality of products/services offered and suitability for the intended purposes</li> </ol>	25
<ol> <li>Qualifications and experiences of Offeror in providing the goods/services</li> </ol>	20
<ol><li>Specific plans or methodology to be used to provide the services</li></ol>	20
4. Cost (or Price)	25
<ol> <li>Participation of Small, Women-Owned and Minority (SWAM) Business</li> </ol>	10

Total 100

#### B. Award

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 evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with 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, Virginia Tech shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Virginia Tech 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 and has made the best proposal, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

#### IX. <u>INQUIRIES</u>:

All inquiries concerning this solicitation should be submitted in writing via email to Jerri Kemp, Procurement Officer, at <u>jerri@vt.edu</u> citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by **10:00 a.m. on February 19, 2018**.

#### X. <u>INVOICES</u>:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to <u>vtinvoices@vt.edu</u> or by mail to:

Virginia Polytechnic Institute and State University Accounts Payable North End Center, Suite 3300, Virginia Tech 300 Turner Street NW Blacksburg, Virginia 24061

#### XI. <u>METHOD OF PAYMENT</u>:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website or contact the procurement officer identified in the RFP.

http://www.procurement.vt.edu/Vendor/WellsOne.html

#### XII. <u>ADDENDUM</u>:

Any <u>ADDENDUM</u> issued for this solicitation may be accessed at <u>https://itpals.vt.edu/index/itprocurementsolutions/solicitations.html</u>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the website regularly.

#### XIII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the IT Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than the IT Procurement Department representative may result in the offending Offeror's proposal being rejected.

#### XIV. CONTRACT ADMINISTRATION:

- A. Patrick Wolak, Operations and Hospital Support Services Manager at Virginia Tech's Equine Medical Center or his/her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or his/her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech IT Procurement Department through a written amendment to the contract.

#### XV. CONTROLLING VERSION OF SOLICITATION:

The PDF version of the solicitation and any addenda issued by Virginia Tech IT Procurement is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech IT Procurement. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

#### XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

#### XVII. ATTACHMENTS:

Attachment A - Terms and Conditions Attachment B - Sample of Standard Contract Form

#### ATTACHMENT A

#### **TERMS AND CONDITIONS**

#### **RFP GENERAL TERMS AND CONDITIONS**

Reference: http://www.procurement.vt.edu/content/dam/procurement\_vt\_edu/docs/terms/GTC\_RFP\_07012017.pdf

#### ADDITIONAL TERMS AND CONDITIONS

- A. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- **B. AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- **C. AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:				
Name of Bidder or Offeror	Due Date	Time Due		
Street or Box No.		Solicitation Number		
City, State, Zip Code		Solicitation Title		
Name of Procurement Officer:				

Please note that all incoming USPS mail and courier packages are delivered to a central location and is not delivered directly to Information Technology Procurement. Allow extra time when sending proposal. It is the vendor's responsibility to ensure proposals are received in the IT Procurement office at the appropriate date and time for consideration.

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY Attn: Jerri L. Kemp, CPPB, CUPO Information Technology Procurement (MC 0214) 1770 Forecast Drive, RB14 Receptionist Blacksburg, Virginia 24061

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

**G. NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor:Address Shown On RFP Cover PageAttention:Name of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University Attn: Jerri L. Kemp, CPPB, CUPO Information Technology Procurement (MC 0214) 1770 Forecast Drive, RB14 Receptionist Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University Attn: Patrick Wolak Equine Medical Center 17690 Old Waterford Road Leesburg, Virginia 20176

**H. SEVERAL LIABILITY**: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

#### SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- **B. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Webhosted software/applications refer to link for additional terms and conditions: <u>http://www.ita.vt.edu/purchasing/VT\_Cloud\_Data\_Protection\_Addendum\_final03102017.pdf</u>
- **C. CRIMINAL CONVICTION CHECKS**: All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

#### D. INSURANCE:

By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:** 

- A. Worker's Compensation Statutory requirements and benefits.
- B. Employers Liability \$100,000.00
- C. General Liability \$1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability \$500,000.00
- E. Builders Risk For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from

bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- E. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- F. PROPOSAL ACCEPTANCE PERIOD: Any Proposal received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- **G. REFERENCES**: In accordance with section VII.A.2. Offerors shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	ORGANIZATION CONTACT PERSON	ADDRESS	TELEPHONE #
1.			
2.			
3.			

- **H. SPECIAL OR PROMOTIONAL DISCOUNTS**: The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- I. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

#### ATTACHMENT B

# SAMPLE CONTRACT FORM

#### Standard Contract form for reference only Offerors do not need to fill in this form

#### VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY STANDARD CONTRACT

Contract Number:\_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the \_\_\_\_\_\_ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From \_\_\_\_\_\_ through \_\_\_\_\_\_.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number \_\_\_\_\_\_ dated \_\_\_\_\_, together with all written modifications thereof and the proposal submitted by the Contractor dated \_\_\_\_\_\_ and the Contractor's letter dated \_\_\_\_\_\_, all of which Contract Documents are incorporated herein.

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

Contractor:	Virginia Tech	
Ву:	Ву:	
Title:	Title:	