

## Request for Proposal # 0056039

For

Occupational Health Medical Services Partner

June 20, 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 0056039

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kimberly Dulaney, Assistant Director & Contracts Manager, Phone: (540) 231-8543 e-mail: kdulane@vt.edu .

DUE DATE: Proposals will be received until Friday, July 13, 2018 at  PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

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

TYPE OF BUSINESS: (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: \_\_\_\_\_\_\_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/> .

\_\_\_\_ **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 (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD 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.

 COMPANY INFORMATION/SIGNATURE: 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(If different than the Full Legal Name) | BILLING 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 |  |

I acknowledge that I have received the following addendums posted for this solicitation.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5\_\_\_\_\_ 6\_\_\_\_\_ (Please check all that apply)

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revised 01/01/2018

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for the provision of medical services that are an integral part of Occupational Health Assurance Program (OHAP) and the Human Resources Department of Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for One (1) year, or as negotiated. There will be an option for Four (4) one-year renewals, or as negotiated.

IV. BACKGROUND:

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 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, in compliance with Occupational Safety and Health Administration (OSHA) regulations, has developed the OHAP to provide medical services for employees exposed to specific occupational health hazards. Through the OHAP employees receive different services including blood analyses, immunizations, and various physical examinations and evaluations. The Environmental Health and Safety (EHS) department of Virginia Tech administers the program by conducting hazard analyses and determining employee eligibility, conducting spirometry and audiometry, performing laboratory serum collection, maintaining medical records, and distributing findings to participants. Information concerning Virginia Tech's OHAP is available at [www.ehss.vt.edu.](http://www.ehss.vt.edu.)

Virginia Tech employs approximately 110 employees whom are required to hold a valid Commercial Driver’s License (CDL) as part of their job description. In compliance with the *Omnibus Transportation Employee Testing Act of 1991,* Virginia Tech maintains a program to test for alcohol and controlled substances. Additionally, Virginia Tech employs several airline pilots whom are required to obtain a medical certificate by an Aviation Medical Examiner (AME) designated by the Federal Aviation Administration (FAA). These request for services are coordinated and managed by HR based on federal and state requirements.

Currently all OHAP medical testing/services conducted are in the Corporate Research Center (CRC), 2020 Kraft Drive, Suite 2100.

An approximate count of services provided during a one-year cycle is as follows:

|  |  |  |
| --- | --- | --- |
| Service | Code | Total |
| History Form | Appendix D | 700 |
| Blood Chemistry | BC | 20 |
| Blood Lead | BL | 15 |
| Complete Blood Count | CBC | 30 |
| Review of Animal Handler/Infectious Disease Survey  | AAALAC | 1500 |
| Evaluation of Lab Reports, Spirometry Report, History Forms | EV | 600 |
| Physical Exam | EX | ~60 |
| Physical Exam for CDL | EX-CDL | ~110 |
| Physical Exam for AME | EX-AME | ~3 |
| Immunization or Titers for Infectious Agents | IA | >1000 |
| Pulmonary Function (Spirometry) | PF | 650 |
| Respiratory Questionnaire | RQ | 600 |
| Urinalysis | UR | 15 |
| Urine Drug Screen | UDS | ~110 |
| Chest Radiograph | XR | 70 |

The counts provided do not in any way represent a guarantee of what services will be needed under this contract during a calendar year.

V. 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 <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> 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: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:



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, if requested. 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, as requested. Participating entitiesshall 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.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

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

VII. STATEMENT OF NEEDS:

* 1. The contractor shall provide or order the following services, as requested by EHS or as deemed necessary by contractor, in accordance with OHAP guidelines, OSHA standards, and Centers for Disease Control and Prevention guidelines. Additional testing may be ordered as warranted.
		1. Chest roentgenogram procedural and interpretive services (XR); note that a ‘B’ reader is required for certain exposures by OSHA standards
		2. Review of lab studies, test reports and history forms (EV)
		3. Physical examination (EX)
		4. Physical examination for Commercial Driver’s License (EX-CDL), if available
		5. Serology
		6. Sputum cytology (SC)
		7. Immunology/Exposure Titers (IA)
		8. Urinalysis & cytology (UR)
		9. Alcohol Testing & Urine Drug Screen (UDS), if available
	2. Exclusive to VT employees requiring a CDL, the contractor shall provide or order the following services, if available, as requested by HR or as deemed necessary by contractor, in accordance with Federal Motor Carrier Safety Administration (FMCSA) regulations. Additional testing may be ordered as warranted.
1. Review of lab studies and history (EV)
2. Physical examination for Commercial Driver’s License (EX-CDL)
3. Review of current medications, side effects, warnings
4. Alcohol Testing & Urine Drug Screen (UDS)
	1. Exclusive to VT employees requiring an Aviation Medical Examine certificate, the contractor shall provide or order the following services, if available, as requested by HR or as deemed necessary by contractor, in accordance with Federal Aviation Administration regulations. Additional testing may be ordered as warranted.
5. Physical examination for AME (EX-AME)
6. Review of lab studies and history (as per FAA regulations)
7. Review of current medications, side effects, warnings
8. Alcohol Testing & Urine Drug Screen (UDS) if applicable based on regulations
	1. The contractor shall establish a weekly block of time for OHAP and CDL/AME client appointments at his or her clinic, and/or upon request of client, the contractor shall arrange to provide medical examinations and services at the OHAP clinic located at the Corporate Research Center during a defined block of time, usually no more than four hours once per week. The contractors’ clinic must be located no more than 5 miles from the Virginia Tech campus.
	2. Appointments should fall between Monday thru Friday, times to be agreed upon by contractor and Virginia Tech. Contractor shall provide physical examination services to include any combination of the following as requested by EHS/HR or as determined necessary by the Physician in accordance with OSHA/FMCSA/FAA standards: cardiovascular system, eyes, gastrointestinal system, genitourinary system, mouth, nervous system, reproductive system, respiratory system, skin, and thyroid.
	3. The contractor shall provide interpretation and evaluation of the following test data: Medical Histories, Work Histories for Animal Handlers/Users of Infectious Agents, BC, BL, CBC, IA, PF, RQ, SU, UR, UDS, XR and any other tests ordered as warranted.
		1. Contractor shall complete and sign a ‘Physician's Written Opinion’ form for each OHAP program participant/patient, following evaluation appointment or upon review of the medical chart provided through OHAP.
			1. For OHAP clients working with select agents, known as Tier 1 clients, Contractor shall complete and sign a ‘Personal Suitability for Work with Select Agents’ form.
		2. For university employees requiring a CDL, the contractor shall provide, if available, physical examination/testing and urine drug screen as required in the FMCSA regulations: 49 CFR 391.41-49.
			1. For university employees that are deemed qualified to operate a commercial motor vehicle (CMV), the certified medical examiner will provide the employee with a signed medical certificate and/or complete the electronic process for recording completion through online system.
		3. For university employees requiring a medical certificate from an AME, the contractor shall provide, if available, physical examination and any other medical services as required in the FAA regulations: Under Title 14 of the Code of Federal Regulations (14 CFR)
	4. EHS/HR will deliver medical charts containing test data (listed above in VI.A) to contractor on a routine basis. EHS will also collect completed charts following appointments. If additional testing is recommended or communication to the client necessary, EHS will distribute results to program participants. All OHAP clients working with select agents (Tier 1) will also receive a copy of the ‘Personal Stability for Work with Select Agents’.
		1. For university employees requiring a CDL or pilot medical examination, all records will be maintained at the provider’s office. Any electronic confirmation will be completed by the provider.
	5. Contractor shall maintain a two week turn-around with processing EHS charts.
	6. Contractor shall allow for consultative services, either with Virginia Tech employees at the request of EHS/HR or with EHS personnel when guidance is needed to respond to unusual service needs, employee exposure issues, or as needed to support national and international travel (e.g., travel consults).
	7. Contractor may be requested to review and provide input on biosafety research protocols, and to serve as an ad hoc member of the Institutional Biosafety Committee as requested.
	8. Contractor shall oversee and issue standing orders as needed for EHS to perform and provide phlebotomy, pulmonary function testing, vaccinations, and respirator fit testing at the EHS facility located on the Virginia Tech campus or other OHAP clinic location. EHS will provide documentation of certification and/or licensure of OHAP personnel to contractor upon request.
	9. All contractor personnel shall be licensed and certified for the performance of the requested medical tests performed. Contractor or provider within contractor’s office will have a medical examiner certified to perform the physical examination for CDL and aviation medical certificate. Contractor shall be prepared to provide documentation of all required licenses and certifications related to the performance of these tests upon request.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

1. 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. Please describe your experience in providing medical services in general and occupational medicine or travel medicine and consultations in particular.
	1. Describe your experience in providing occupational medicine services.
	2. Describe your experience in providing travel medicine/foreign infectious disease services.
	3. Outline how your experience in evaluating infectious agent exposure risks and determination of vaccinations, titers and other services bases on these exposures.
	4. Describe your experience in drug and alcohol testing services and physical examination for CDL.
	5. Describe your experience in providing medical certification for AME-FAA.
2. Outline your plan to provide services to Virginia Tech.
3. Provide name(s) and qualifications of physicians who will provide services. Resumes will suffice but must include professional qualifications and certifications.
4. Provide a minimum of three references of which at least two must be physicians (M.D or D.O).
5. Please comment on whether you as an individual, or your firm, will be considered the contracting party if Virginia Tech chooses to contract with you.
6. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot 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 assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>.

1. The return of the General Information Form and addenda, if any, signed and filled out as required.
2. General Requirements
	1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
		1. One **original** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
		2. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 2.e. below.
		3. 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)

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

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.

IX. SELECTION CRITERIA AND AWARD: Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

 Maximum Point

Criteria Value

1. Quality of products/services offered and suitability for 30

 the intended purposes

2. Qualifications and experiences of Offeror in providing 30

 the goods/services

3. Specific plans or methodology to be used to provide the 30

 Services

4. Participation of Small, Women-Owned and Minority 10

 (SWAM) Business \_\_\_\_\_\_

 Total 100

1. Award (Professional Services)

Virginia Tech shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. At the discussion stage Virginia Tech may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, Virginia Tech shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to Virginia Tech can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. See Attachment C for sample contract form.

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, in a Word document, 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 am on Tuesday, July 3, 2018. Inquiries must be submitted to the procurement officer identified in this solicitation.

XI. INVOICES:

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

Virginia Polytechnic Institute and State University (Virginia Tech)

Accounts Payable

North End Center, Suite 3300

300 Turner Street NW

Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

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: [http://www.procurement.vt.edu/vendor/wellsone.html](http://www.procurement.vt.edu/vendor/wellsone.html%20) or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the 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 a Procurement Department representative may result in the offending Offeror’s proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services 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 Procurement Services. 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. CONTRACT ADMINISTRATION:

1. Zachary Adams, Assistant Director, EHS, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
2. The Contract Administrator, or their 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 their 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 Procurement Department through a written amendment to the contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions

Attachment B - Zone Map for Cooperative Contracts

Attachment C - Sample of Standard Contract Form

**ATTACHMENT A**

**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

<http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_01012018.pdf>

**ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides other 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, and should be provided at favored nations pricing, terms and conditions.
2. **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.
3. **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.
4. **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.
5. **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 BID/PROPOSAL ENVELOPE**: The signed bid or proposal should be returned in a separate envelope or package 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: \_\_\_\_

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

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. Bids or 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.

1. **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 Page

 Attention: Name Of Person Signing RFP

 If to Virginia Tech:

 Virginia Polytechnic Institute and State University (Virginia Tech)

 Attn: Kimberly Dulaney

 Procurement Department (MC 0333)

 North End Center, Suite 2100

 300 Turner Street NW

 Blacksburg, Virginia 24061

 and

 Virginia Polytechnic Institute and State University (Virginia Tech)

 Attn: Zachary Adams

 Assistant Director

 Occupational Safety and Health Programs (MC0423)

 675 Research Center Drive

 Blacksburg, Virginia 24061

1. **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.
2. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: <http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf>

**SPECIAL TERMS AND CONDITIONS**

1. **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.
2. **MEDICAL LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **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.
2. **INSURANCE**: By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder 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.

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. Health Care Practitioner- Medical Malpractice Insurance to be in compliance with Commonwealth of Virginia regulations or better.

 \*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.

1. **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.
2. **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**

Zone Map



**Virginia Association of State College & University Purchasing Professionals (VASCUPP)**

**List of member institutions by zones**

|  |  |  |
| --- | --- | --- |
| **Zone 1** **George Mason University (Fairfax)**  | **Zone 2** **James Madison University (Harrisonburg)**  | **Zone 3** **University of Virginia (Charlottesville)**  |
| **Zone 4** **University of Mary Washington (Fredericksburg)**  | **Zone 5** **College of William and Mary (Williamsburg)** **Old Dominion University (Norfolk)**  | **Zone 6** **Virginia Commonwealth University (Richmond)**  |
| **Zone 7** **Longwood University (Farmville)**  | **Zone 8** **Virginia Military Institute (Lexington)** **Virginia Tech (Blacksburg)** **Radford University (Radford)**  | **Zone 9** **University of Virginia - Wise (Wise)**  |

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone**ATTACHMENT C**

**SAMPLE CONTRACT FORM**

**Standard Contract form for reference only**

**Offerors do not need to fill in this form**

COMMONWEALTH OF VIRGINIA

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  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

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_