

## Request for Proposal # 0058530

For

Teleradiology and Picture Archiving and Communication System (PACS) Services for Schiffert Health Center

March 12, 2019

**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 0058530

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Jordan Stump, Phone: (540) 231-5248, e-mail: jstump4@vt.edu

DUE DATE: Proposals will be received until Friday April 12 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

01/28/2019

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for Teleradiology and Picture Archiving and Communication System (PACS) services for the Schiffert Health Center at 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 two (2) years, or as negotiated. There will be an option for four (4) two (2) 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.

The Charles W. Schiffert Health Center (SHC) services students at Virginia Tech. The office sees approximately 50,000 annual visits and performs approximately 2,000 x-ray procedures per year. The x-ray department is staffed by 1 full-time and 2 part-time radiological technologists and is open daily from 8 AM to 5 PM, Monday – Friday and 9 AM – 12 noon Saturday during the academic year.

The SHC has contracted vendors who provide teleradiology services (remote radiology interpretation services) and PACS (Picture Archiving Communications System) administration services. These services include offsite radiology interpretation and reporting by qualified radiologist. The images obtained need to be properly stored and retrievable when requested in a current digital form.

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. Submitted proposals should be as thorough and detailed as possible so Virginia Tech may properly evaluate the offeror’s capabilities to provide the required goods or services. Offerors must submit their information as a complete proposal.

Virginia Tech understands that offerors may have the ability to respond to specific options based on their area of expertise. To better evaluate your proposals, clearly identify the sections below regarding the specific option(s) your firm can provide.

Describe in detail how your firm is able to provide one or both options listed with specific consideration to the following information provided:

**Option 1: Teleradiology Services**

Virginia Tech needs the services of a contractor that shall provide all the necessary hardware, software, network connections, labor and supervision for the provision of Teleradiology Services (remote radiology interpretation services) for SHC. This includes working with the vendor for the PACS workstation and supervisor to provide offsite radiology interpretation and reporting by qualified radiologists. All work shall be performed in accordance with the guidelines established by Federal, State and local ordinances, and with all terms and conditions, provisions schedules and specifications provided in the solicitation. Data transmission security shall be maintained at all times. Equipment shall be reliable and functional to prevent any disruption of service.

**Option 2: PACS (Picture Archiving and Communication System) Services**

Virginia Tech needs the services of a contractor that shall provide all the necessary PACS Services. This includes equipment, software and support for viewing, archiving and distribution of studies, including but not limited to magnetic resonance imaging (MRI), ultrasound, dexascan, mammography, nuclear medicine and Computed Tomography (CT). The contractor shall also provide storage and retrieval of digital radiology or medical images. The contractor shall administer and maintain all components and software installed, whether or not such components are located on the premises of the Customer and/or offorer. All PACS specific hardware shall include but not limited to servers and data centers and shall not include customer’s network hardware, PCs (personal computers) or other devices used by the customer to view studies from PACS.

1. Specific plan or methodology to be used to provide one or both options listed including quality of products/services offered and suitability for the intended purpose:

**Option 1: Teleradiology Services**

1. Provide documentation that shows the following minimal credentials will be met for the teleradiologist:
	* 1. A Doctor of Medicine degree from an accredited medical school.
		2. A current license to practice medicine in the Commonwealth of Virginia.
		3. Post-graduate and residency training from ACGME (Accreditation Council for Graduate Medical Education) accredited or AMA (American Medical Association) approved program and Board Certification in radiology.
		4. Participated in peer review.
2. Describe how your firm shall complete all x-ray interpretations and reports in a timely manner according to the practice standards of no later than 7:00 AM EST the following business day.
3. Describe how your firm will handle a STAT reading so that the contractor shall have the interpretation and report sent within 30 minutes of the x-ray execution.
4. Describe how your firm shall provide all the necessary hardware, software, network connections, labor and supervision.
5. Describe how your firm shall record all x-rays and interpretations for it to become a permanent part of the patient’s medical record.
6. SHC desires to retain the patient’s images and not rely on the contractor for retention. Describe how this can be accomplished.
7. Describe how your firm protects the security of sensitive data in your systems. Penalties for improper disclosure of PII are covered under Health Insurance Portability and Accountability Act (HIPAA). Damages and expenses are incurred by the contractor.
8. Describe how your firm shall notify SHC of any and all security breaches, including but not limited to physical work stations, operating systems, radiology, etc.
9. Describe how your firm will provide quality and comprehensive interpretations of all x-rays completed at Virginia Tech. Is your firm willing to provide consulting and training for interpretation and evaluation of x-rays completed at Virginia Tech to the medical staff?
10. SHC must ensure quality patient care and treatment at all times. Provide details for a backup plan during a system outage or down time. Who is the emergency contact that will be available during working hours? What will your firm do if a server fails or network connection is lost? This plan must be provided and approved by SHC.
11. Describe your willingness to work with another vendor if your firm is not awarded the contract for both options.
12. Describe your willingness to provide a spreadsheet with the following information when an invoice is sent.
	1. Date of service
	2. Name of patient
	3. What was x-rayed
	4. Ordering provider name

**Option 2: PACS**

1. Describe how your firm will assure that your system is compatible with existing X-ray machine as well as any upgrades or a new system that could possibly be purchased during the contract period.
2. Describe how your firm would address the need for the location of the server to be in the SHC server room with the capability for both the vendor and SHC to troubleshoot problems if needed.
3. Describe how your firm would specify and coordinate appropriate time for software updates and/or yearly downtime with SHC.
4. Describe how your firm would assure that data will be easily accessible but limited to SHC staff so when requested the information can be easily given. Will the SHC staff be able to download all data in a machine-readable format when needed?
5. Describe how your firm would address the need to support all modern browsers and be on a responsive web based such as Google Chrome, Microsoft Internet Explorer or Microsoft Edge. If anything different, please provide details.
6. Describe how your firm could be 100% cloud based and be HIPAA and FERPA compliant. If this option is not feasible, the system should have a firewall with documentation providing up-to-date hardware and software with accurate and timely support. Provide details for how the system described in the proposal works.
7. Describe how your system will provide modern, industry standard encryption protocols at all times.
8. Describe how your firm will have the capability to import current and historical data stored in the existing PACS system? If so, provide a step by step process for how the transfer will happen.
9. Describe how your system is user friendly and easy to navigate. Will your provide training? Provide details.
10. Describe the turnaround time to respond to a support request. Will all parties be updated during the troubleshooting process? If so, what is the preferred method of communication (etc. email or text messaging)?
11. Describe your willingness to work with another vendor if your firm is not awarded the contract for both options.
12. Describe your willingness to provide a spreadsheet with the following information when an invoice is sent.
	* 1. Date of service
	1. Name of patient
	2. What was x-rayed
	3. Ordering provider name
13. Price:
14. Provide detailed pricing for **Option 1** to include product/service price per item, installation fee, service charges, travel costs or any other fees. Please attach a detailed quotation to reflect these prices.
15. Provide detailed pricing for **Option 2** to include product/service price per item, installation fee, service charges, travel costs or any other fees. Please attach a detailed quotation to reflect these prices.
16. Qualifications and Experience:
17. Describe the qualifications and experience of your firm in providing similar services.
18. Provide four (4) recent references, either educational or governmental, for whom you have provided the services described. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.
19. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:
20. Describe your plan for utilizing Virginia certified SWaM subcontractors if awarded contract if your business cannot be classified as a Virginia certified SWaM firm.
21. Describe your ability to provide reporting on SWaM subcontracting spend on a quarterly basis if applicable.
22. Describe how your firm will initiate, by the time of the award, the certification process if your firm or any business 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). If your firm is certified, do you agree to maintain your certification for the life of the contract? Note: for assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

F. The return of both the General Information Form (page 3) and any addenda issued, signed and completed is required.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

1. General Requirements
	1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
		1. **1 original and** **0 copies** 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 mailed along with the hard copy above. 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:

1. 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 20

 the goods/services

3. Specific plans or methodology to be used to provide the 20

 Services

4. Price 20

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

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

 Total 100

1. 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. Should Virginia Tech determine in writing and in its sole discretion that only one offeror 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. See Attachment C for sample contract form.

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

X. INQUIRIES:

 All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 10:00am on Friday March 22, 2019. 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. Shelia Walker-Davis, Business Manager, Schiffert Health Center 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:

<https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/Full_GTC_RFP_01182019.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.
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: Jordan Stump

 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: Shelia Walker-Davis

 Virginia Tech, McComas Hall (0140)

 Schiffert Health Center

 895 Washington Street, SW

 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. **ELECTRICAL INSTALLATION:** All equipment/material shallconform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shallbear the appropriate label of approval for use intended.
3. **FINAL INSPECTION**: At the conclusion of the work, the contractor shall demonstrate to the authorized owner’s representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
4. **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:

* 1. Worker's Compensation - Statutory requirements and benefits.
	2. Employers Liability - $100,000.00
	3. 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.
	4. Automobile Liability - $500,000.00
	5. 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.
	6. 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. **QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at Proposal/Bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_