Issue Date: Octobe +

Issuing Agency: Commonwealth of Virginia
Virginia Department of Health
Office of Purchasing and General Services (OPGS)
109 Governor Street, 12th Floor, Room 1214
Richmond, VA 23219

Commodity: Software/Maintenance Support

Location where work will be performed: Contractor's Office and VDH Offices Richmond, VA

Period of Contract: From Award date through completion date of implementation plus 5 year initial period with three (3) optional renewals for two (2) year periods

Sealed Proposals Will Be Received Until 2:00 PM on November 18, 2016

For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Elizabeth Reighard
Email: Elizabeth.Reighard@vdh.virginia.gov

IF PROPOSALS ARE MAILED, SEN n Ě All In ĖŠ n Ŗg ḥ í V ll ! ę h ḥ K LED, S

In Compliance With This Request For Proposals (RFP) And All The Conditions Imposed In This RFP, The Undersigned Firm Hereby Offers And Agrees To Furnish All Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation, And The Undersigned Firm Hereby Certifies That All Information Provided Below And In Any Schedule Attached Hereto Is True, Correct, And Complete.

*DSBSD-certified Small Business No. _____

Name and Address of Firm:

_____ Date: _____

_____ By: _____

_____ (Signature In Ink)

_____ Name: _____

(Please Print)

_____Zip Code: _____ Title: _____

EVA Vendor ID or DUNS number _____ Phone: (_____)_____

E-mail: _____ Fax: (_____)_____

*PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on Tuesday October 25, 2016 @ 1:00 PM at the Virginia Department of Health, 109 Governor Street, 12th Floor, Room 1214, Richmond, VA 23219 as referenced in Section VII. NO ONE WILL BE ADMITTED AFTER 1:05 PM. If special ADA accommodations are needed, please contact Elizabeth Reighard at 804-864-7535 by Wednesday October 19.

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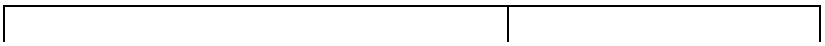
collect, track and report the fee for each report. The system should allow the automatic up-loading of report data from other proprietary software systems.

7. The contractor shall provide sufficient documentation and user-training to ensure efficient and effective use of the system.
8. The contractor should provide for online submittal across all programs by the public of applications, fees, complaints and requests for services.
9. The solution will process Sensitive data. Sensitive data is defined as "any data of which the compromise with respect to confidentiality, integrity, and/or availability could adversely affect COV interests, the conduct of Agency programs, or the privacy to which individuals are entitled." Examples of types of sensitive data include: Personally Identifiable Information, including information that describes, locates or indexes anything about an individual including financial transactions, Social Security numbers, medical history, ancestry, religion, political ideology, criminal or employment record and photographs, proprietary research data, certain confidential



Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in the RFP, the Offeror must clearly state so. VDH is placing increased emphasis on its SWaM (Small, Women and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. Identify

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suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

F.

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

    ii. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    iii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    iv. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

G. **-**

As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

H. :

Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

Any Software provided by Supplier as part of its solution, that is licensed directly from a software publisher through an End User Licensing Agreement (EULA) shall be subject to the License Agreement Addendum (LAA) attached hereto as Attachment J. Supplier shall have sole responsibility for ensuring that any such software publisher executes the LAA. The software publisher's EULA, along with the LAA executed by

software publisher shall be added to Attachment J for reference, but shall not become a part of this Contract.

I.

By submitting a proposal, the offeror certifies that the specified software is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the cont { osal

Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov .

U.

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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals 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 (Code of Virginia, § 2.2-4359D). Should the Commonwealth 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 under consideration, 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 the solicitation and the contractor's proposal as negotiated.

V.

This contract may be modified in accordance with § 2.2-4309 of the . Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be ¸ S:sem¸ iM

Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

FOR ALL OTHER CONTRACTU ˘ CLa ΰ N' N Ƶ' EfE Ь NARM -TلعلL ANف ُ

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

Z.

1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

2. Each prime contractor who wins an

AA.

Contractor shall provide 24 hour toll-free phone support with a one hour return call response time. On-site maintenance services shall carry an eight hour response time following initial notification and be available during the normal working hours of 8 A.M. to 5 P.M. Monday through Friday, excluding state holidays. All necessary repairs or corrections shall be completed within 12 hours of the initial notification.

BB.

The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

CC.

perpetual, non

other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

NN. - :

All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this agreement:

1. effective, interactive control and use of the Technology shall be readily achievable by non-visual means;

2. the Technology equipped for non-visual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;

3. non-visual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

4. the technology for non-visual access shall have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with non-visual access because the essential elements of the Technology are visual and (ii) non-visual equivalence is not available.

Installation of hardware, software or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the

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OO. SUPPLIER HOSTING:

If the solution is provided as Software as a Service (SaaS), the additional terms in Attachment K, with which contractor must comply, are hereby incorporated into any resulting contract.

Commonwealth of Virginia
Department of Health
Office of Purchasing and General Services (OPGS)
109 Governor Street
12th Floorr'r 9

Offeror's Name: _____

Offeror's Address: _____

_____

_____.

☐ is a corporation or other business entity with the following SCC identification number: _____ - -

☐ is not a corporation, limited liability co., limited partnership, registered limited liability partnership, or business trust

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☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in

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*Please specify how many user licenses your proposal covers, and the environments covered (production, development, QA, training). Include the type of license, and a break-down per functional or technical product if applicable. Your assumptions on the number and cost of licenses included in your proposal should be clearly stated.

10. Obligating the Commonwealth, VDH, or any of their officers, directors, employees or agents to pay co V W V R I F R O O H F W L R Q R U D W W R U Q H \ ¶ V I H H V
11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 et seq. of the Code of Virginia;
12. Permitting Supplier to access any Commonwealth or VDH records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the Commonwealth or VDH except for 6 X S S O L H U ¶ V R Z Q L Q W H U Q D O D G P L Q L V W U D W L Y H S X U S R V H V
14. Requiring the Commonwealth or VDH to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VDH to bestow or incur on behalf of the Commonwealth of Virginia.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VDH;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of VDH except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for D I I L O L D W H ¶ V F R P S O L D Q F H Z L W K W K H V H U L R X V D Q G F R Q G L W L R Q V V H W with this Contract;
19. Not complying with the contractual provisions at the following URL, which are mandatory provisions, required by law or by VITA, that are hereby incorporated by reference: https://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf

    The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in VITA policy. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically;
20. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.5 q 0.00000912 0 612 792 re

after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;

28. Permitting unilateral modification of the contract by Supplier;
29. Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
30. 5HTXLULQJ RU VWDWLQJ WKDW WKH WHUPV RI WKH 6XSSOLHU¶V VWD terms of this addendum in the event of conflict;
31. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
32. 5HTXLULQJ WKDW WKH FRQWUDFW EH ³DFFHSWDEOH´ RU DSSURVHG E\ V subsequent to execution by an official of VDH before the contract is considered in effect;
33. Delaying the acceptance of the contract or its effective date beyond the date of execution;
34. 'HILQLQJ ³SHUSHWXDO´ OLFHQVH to be construed as meaning that the license is for a period in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
35. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, VDH shall have the right to reject such update or upgrade;
36. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of PDLQWHQDQFH LQ RUGHU IRU WKH &RPPRQZHDOWK RU 9'+ WR UHFHLY indemnification of the Commonwealth or VDH against any claims of infringement on any third-party intellectual property rights;
37. Prohibiting the Commonwealth or VDH from transferring or assigning to any entity the contract or any license to pursuant to the contract;
38. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VDH;

The parties further agree as follows:

39. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to VDH the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
40. Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VDH or their officers,

Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.

42. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by VDH and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts.
43. VDH may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.