

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

Request for Proposal (RFP)
RFP #10102017-01

Multi-Function Printers and Associated Document Software

Bid Solicitation Due: April 30, 2018

This is New River Valley Community Services (NRVCS) Request for Proposal Direct requests for information to: Chip Tarbutton, Information Systems Coordinator; Phone: 540-443-7505; email ctarbutton@nrvc.org. **Sealed proposals will be accepted prior to 5:00 PM on April 30, 2018.** Proposals received after the due date and time shall not be considered. The anticipated award date of the contract is May 14.

A Pre-proposal Conference will be held for this procurement on April 16, 2018 at 2:00 PM in the New River Conference Room, 700 University City Boulevard, Blacksburg, VA 24060 to discuss the general scope of services and answer general questions. **Attendance is not mandatory, but encouraged. All questions/requests for information not posed at the pre-proposal conference shall be submitted in via email to ctarbutton@nrvc.org.** After reviewing any questions/requests submitted, NRVCS will issue an addendum to respond to items it deems necessary. This response will be sent to all bidders by April 23, 2018. Changes to this Request for Proposal will be made only by written addendum issued by the Information Technology Department of NRVCS/

Submit Proposals: **BY MAIL/HAND DELIVERY/EXPRESS CARRIER TO:**
New River Valley Community Services
ATTN: RFP #10102018-01
700 University City Boulevard,
Blacksburg, VA 24060

Offerors shall ascertain prior to submitting a response that all Addenda issued have been received and shall **acknowledge receipt and inclusions of all Addenda here:**

Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____

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

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

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

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____
Remittance Address (if different): _____

Federal Identification #: _____ Date: _____
Phone: _____ Fax: _____
Email Address: _____ Contact Person: _____

Typed/Printed Name: _____ Signature: _____

INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name
_____ Partnership
_____ Individual Trading Under Trade Name
(Individual and Trade Name must be listed above as "legal name")
_____ Corporation
CORPORATE SEAL:

Need Table of Contents...

1. GENERAL INFORMATION

New River Valley Community Services (NRVCS) is soliciting proposals from qualified offerors to acquire multi-function printers (hereafter known as an MFP) for the printing, copying, scanning and faxing needs of our staff. This equipment must be set up as an integrated system that provides the functionality described in the RFP.

1.1. Background

NRVCS provides mental health, developmental disability, crisis and substance use treatment services for adults and children living in the City of Radford and the counties of Floyd, Giles, Montgomery and Pulaski. NRVCS has 27 locations with over 850 employees. We have employees in traditional offices, schools, community sites and other mobile locations. We receive funding from the city of Radford, the counties of Floyd, Giles, Montgomery and Pulaski, as well as the state and federal governments. NRVCS is required by state code to charge for its services; a sliding fee scale is utilized as well as billing Medicaid, Medicare and private insurance

1.2. Description of Current Environment

NRVCS uses a variety of Ricoh MFPs to provide printing, scanning, copying and faxing for agency staff. Individual printers are only provided to staff based on specific business needs, so these units are used by the majority of NRVCS staff for these functions. The machines use Equitrac to provide “follow me” printing capability, where a staff member can swipe their ID badge and utilize any MFP to print their information. This creates convenience for users and protects Personal Health Information (PHI) from being left on public printers. Right fax is also configured into the base set up of our current MFP fleet so staff can use this software to send and receive faxes through their PC and then print faxes or send paper faxes when necessary. NRVCS uses the cloud version of the Rightfax service. The machines also allow for users to scan documentation and then email a PDF file to their email address or an email address determined by the user.

1.3. Project Goals and Objectives

1.3.1. The Current MFP fleet system employed by NRVCS largely meets the needs of the agency.

NRVCS looks to procure a new MFP fleet will provide the same core functionality of the current models. A list of these requirements can be found in **Section 2 “Required Specifications”**.

Demonstrating a successful plan for maintaining current functionality will be a key element of a successful bid.

1.3.2. As a non-profit, cost is a significant factor and looking for ways to reduce direct procurement costs as well as printing costs and paper usage will be key elements in a successful bid.

1.3.3. Enhancements and functionality that can lead to increased productivity and reduced costs would also be considered in a successful bid.

1.4. General Work Statement

The contractor shall provide and implement new replacement MFP’s and the requisite software to replicate the current user environment. The contractor shall perform the necessary business analysis of current NRVCS printer usage and identify any changes in our MFP deployment that will increase efficiency and/or reduce cost.

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

2. Principal Work Tasks

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

2.1.2. Project management and planning

2.1.3. System design and configuration

2.1.4. Equipment procurement, installation, and configuration

2.1.5. Testing including interfaces

2.1.6. Providing expertise in both functional and technical areas

2.1.7. Identifying and delivering needed reporting

2.1.8. Training, as appropriate, for NRVCs staff.

2.1.9. Developing and implementing required system modifications to the new system according to the work plan

2.1.10. Providing support during initial periods of production

2.1.11. Providing detailed user and technical documentation

2.1.12. Providing a long term support plan for after implementation.

2.2. Project Management and Planning

The vendor's project manager should work closely with NRVCs IT Manager to coordinate schedules, establish milestones, work structure, etc. The contractor should be responsible for providing the necessary expertise and manpower to oversee and perform the tasks involved to ensure the successful, timely, and within budget implementation of the proposed system. The contractor shall:

2.2.1. Prepare and submit a written work plan including a timeline and implementation schedule for the project, monitor progress against the plan on a weekly scheduled basis, and correct progress as needed to stay within the planned schedule. Maintain the work plan in an automated format, and produce project status updates as requested.

2.2.2. Communicate as appropriate with the NRVCs IT Manager on progress of implementation.

2.2.3. Conduct periodic status meetings with NRVCs IS Manager to keep them apprised of implementation progress and discuss any issues or concerns that might affect the work schedule

or work product. Status meetings will be held as deemed appropriate by NRVCS. Updated copies of the plan will be distributed at the status meetings for discussion.

- 2.2.4. Produce project status reports that incorporate the minutes from the status meetings and include progress against the plan. Status reports shall be prepared and distributed within three working days of the status meeting date.

2.3. Work Hours

- 2.3.1. NRVCS's general office hours are 8:30 A.M. to 5:00 P.M. EST, Monday through Friday. Several programs operate on a 24/7 basis. For the purposes of this RFP, all required interaction with NRVCS personnel should be performed during the general office hours shown above.

2.4. Work Space, Equipment, And Supplies

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

2.5. Assumptions/Constraints

- 2.5.1. The MFPs and supporting software form a system that provides at the very least, the same functionality as our current system. This could be accomplished by different software than is currently being used, but end user functionality needs to be the same or better.
- 2.5.2. NRVCS owns the data collected in the system.

2.6. Documentation

- 2.6.1. NRVCS requires the contractor to provide all manuals, documentation, guides and instructions for the hardware and software components and modules.
- 2.6.2. Define the process for any updates to operating systems, when those software updates will occur and detail any additional costs associated with those updates.
- 2.6.3. NRVCS reserves the right to excerpt, summarize or otherwise reproduce the software, technical, and user manuals and other contractor-developed and supplied documentation for free distribution to its installation support personnel and to its user community.

2.7. Warranty

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

2.8. Security

- 2.8.1. The system must provide varying levels of security to protect the privacy of all Protected Health Information (“PHI”) in full compliance with HIPAA (45 CFR, parts 142, 160, & 164) requirements.

3. Information Required From Offerors in Proposals

3.1. Business Organization and Credentials

- 3.1.1. Synopsis of the Offeror’s business qualifications to include but not limited to the business plan, product design philosophy, consumer support infrastructure and HIPAA compliance measures.
- 3.1.2. Audited annual corporate financial statement for the three most recent fiscal years or other financial reference which demonstrates the financial capacity of the Offeror as an ongoing concern capable of supporting the proposed MFP hardware and software solution.
- 3.1.3. Names, titles and telephone numbers of at least three customers currently using a similar mix of hardware and software in a business setting.
- 3.1.4. Description of your succession planning for key personnel. Describe how you intend to provide the same level of uninterrupted service you propose in the absence of your key personnel.
- 3.1.5. Offeror Contact Information
 - 3.1.5.1. Name, title, address, telephone number and e-mail address, if available, of individuals with authority to negotiate and contractually bind the Offeror to a contract with NRVCS.
 - 3.1.5.2. Name, title, address, telephone number and e-mail address if available, of individuals who can be contacted during the period of evaluation with questions about the proposal.
 - 3.1.5.3. Name, title, address, telephone number and e-mail address if available, of individuals who can be contacted for prompt contract administration upon award of the contract.

4. Narrative Description of the System

- 4.1. Provide a description of the proposed solution including the number of software programs, printing units, communication or network software, server and storage hardware and software, a description of any report writers or queries, security features, and any other features that make the System unique.

5. Work Plan

- 5.1. Offerors must provide a narrative rendition and a graphical version of the work plan. It must show all required tasks, which tasks are in the critical path, and how the tasks are to be accomplished. The following milestones shall be included: delivery, installation and configuration, initial testing, initial conversion and testing, full conversion, training, and implementation. The plan must also show who (individual or group) is assigned each task, and a timetable for accomplishment.
- 5.2. Offerors must clearly identify which tasks will be performed by the Offeror and which are the responsibility of NRVCS
- 5.3. Offerors must provide a description of the deliverables as they relate to the required tasks as specified in the technical work plan.
- 5.4. Offerors must address how the proposed payment schedule relates to the technical work plan.
- 5.5. The contractor is expected to complete the project within the timeframe estimated, unless the timeframe is changed by mutual agreement, in writing.
- 5.6. The Offeror must identify key personnel to be assigned to the project, their qualifications, education and representative experience. Include a brief statement (maximum three pages) concerning the recent experience of personnel from your firm who will be actively engaged in the proposed effort. The Offeror shall pay particular attention to identifying personnel's experience in working with the proposed System. Appropriate background checks should be performed by the contractor on key personnel who have access to NRVCS data.

- 5.7. Identification is required of any contemplated third parties to be employed during the project by the Offeror, with the identification of personnel to be assigned, their qualifications, education and representative experience in working with the proposed system.
- 5.8. NRVCS' Executive Director may require the contractor to replace any assigned personnel who are considered unacceptable in the opinion of NRVCS.
- 5.9. NRVCS considers a suitable working relationship to be a product of several factors, not the least of which is the presumption of permanency of the contractor's personnel for the duration of the work effort. It is anticipated that the contractor shall use their best efforts to assure a stable work force and limit disruptive personnel changes -- those not otherwise requested by NRVCS. The contractor is prohibited from the unilateral removal of personnel without first providing NRVCS a minimum of two weeks' notice. Such restriction does not include staff changes due to circumstances beyond the contractor's control such as a person's long-term illness or accident, unsolicited resignation, military mobilization, etc. Replacement personnel must be identified using the same guidelines established for the initial contractor project personnel as described above and must be approved by NRVCS. The contractor must further agree to work in good faith and use their best efforts to ensure the satisfactory turnover and knowledge transfer from one person to the other in the event of the removal of personnel. The contractor must also agree not to bill NRVCS for up to four weeks to accommodate the turnover, knowledge transfer, and for learning NRVCS's environment and its processes. The contractor shall keep NRVCS advised on a current basis as to the availability of personnel to perform work.

6. Required Specifications:

- 6.1. MFP will provide the same core functionality of the current models. Aside from basic print, copy and scanning functionality, the proposed solution must include this functionality. Please explain, not only that you can provide the necessary functionality but also how you will accomplish fulfilling the requirement. Please be specific. It also preferable that proposed enhancements be submitted here and the delivery method and benefit of those items should be completely explained. Examples of possible enhancements could include, but are not limited to, software to enhance functionality and options for coverage of desktop printers
- 6.2. An assessment of current MFP printing volumes and recommendations on the number, proper models and location of the new MFP fleet. NRVCS will provide data to ensure this assessment is accurate.
- 6.3. "Follow me" printing that provides the same or better functionality as we currently enjoy
- 6.4. The ability to scan documents and easily email documents to users
- 6.5. An integrated FAX solution that offers the same or better functionality as the Right Fax Application currently in production. It presumed the solution would be Rightfax due to the sunk costs NRVCS has invested in that platform.
- 6.6. Color and Black and white printing should be available.
- 6.7. Some of the equipment requires finishing capabilities such as collating and stapling. The MFP's that we determine need this option must have the same options available as today.
- 6.8. There must be a simple and effective online ordering process for consumable products like toner.
- 6.9. We require the vendor provide service for technical issues with MFPs, for both hardware and software issues. The Service Level Agreement (SLA) requires a fix or replacement unit be in place within one business day of the report of an outage.
- 6.10. The interface and user experience for all functionality should be intuitive and easy for staff to utilize
- 6.11. The system must provide varying levels of security to protect the privacy of all Protected Health Information ("PHI") in full compliance with HIPAA (45 CFR, parts 142, 160, & 164) requirements
- 6.12. The system should have an intuitive reporting functionality for the volume produced on each MFP for its various functions.

6.13. During the deployment of equipment, the swap out for each unit should be accomplished in no more than 30 minutes per unit. MFP's should be configured and ready to be installed prior to their deployment.

6.14. Advanced sorting including these minimum and requested enhancements

At Minimum:

- Scan to folder capabilities
- Scan with customizable field set up (including default date set up configured with leap year in mind and required field value configuration)
- Scan with options for file naming convention from field values and user name
- Scan with options for single or double sided
- Scan with configuration for required scanned file display QA
- Scan with options for file to folder process completed
- Scan with options for notification of error at time of scan via email

Additional Enhancements Desired:

- Options for package allowing in house development in order to connect with other software
- Page rotation options on MFP screen at time of scan
- Larger scanning trays
- Ability for set dropdown options for specific data fields at scanning
- Ability to customize setting based on dropdown option selected adding metadata to naming conventions which will allow for bulk upload to DocuWare cabinet.
- Larger display
- Full size Qwerty keyboard display or attachment options

There should be two dedicated scanning solutions set up for our Medical Records team. One at the Montgomery Center and one at the Radford Center.

7. Contractor Support Services

- 7.1. NRVCS expects that the contractor shall be providing support services directly during the warranty period. If Offerors anticipate a different approach, clearly state and describe the process for warranty services. If a lease option is selected, the warranty should last throughout the lease period. NRVCS normally commits to a 3 year lease agreement. Leases should be all encompassing, covering consumables, copies and maintenance. Cost is a prime consideration in this process, so NRVCS will consider different options the vendor may recommend that may provide cost savings without a loss in functionality.
- 7.2. Offerors shall state the hours per day and the days per week covered by the maintenance agreement and their specific Service Level Agreement (SLA). Explain applicable "escalation" procedures for providing additional assistance if a System problem is not resolved in a timely manner. Describe notification procedures and timing as well as any higher levels of assistance to be brought in. What compensation should NRVCS expect if problems are not resolved in a timely manner?
- 7.3. Fully explain all responsibilities of both the contractor maintenance and NRVCS in the isolation and diagnosis of System failures. NRVCS requires the contractor to correct any and all errors in the System at no additional cost to NRVCS beyond the normal maintenance contract fee.
- 7.4. Explain the method of distributing and installing modifications and updates to the proposed software that are developed and recommended by the manufacturer. Fully explain the responsibilities of the maintenance contractor, the manufacturer (if different than the maintenance contractor) and NRVCS in the installation and acceptance of modifications

7.5. NRVCS anticipates that the selected contractor practice continuous improvement. State the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the software, to improve efficiency of the software, or to add functionality to the software. NRVCS assumes that the contractor shall supply upgrades to the hardware or software at no additional cost during the warranty period.

8. System Acceptance Plan

- 8.1. A System acceptance plan is outlined below which is based on final acceptance of the entire System, which will be defined in detail during the contract negotiation phase. Each Offeror must make a statement of agreement with the proposed acceptance plan, and to propose alternative wording for those paragraphs with which the Offeror takes exception.
- 8.2. The successful Offeror's proposed system will be accepted by NRVCS only after full integration testing has been completed, all of the hardware and software is installed in the production environment and the System is fully implemented and operational.
- 8.3. The acceptance period shall consist of a minimum of thirty (30) consecutive calendar days, and shall begin on the first workday following the installation of each MFP.
- 8.4. During the acceptance period, the System must remain fully operational, must operate without failure and must operate in conformance with NRVCS's functional business requirements.
- 8.5. If the System fails to meet any of the criteria above, NRVCS shall notify the contractor of such failure and the acceptance period starts over on the first workday following the correction of the failure.
- 8.6. NRVCS will notify the contractor in writing of the acceptance of the System if:
 - 8.6.1. Equipment and software is working as described in the work plan
 - 8.6.2. All training has been completed;
 - 8.6.3. All documentation and other deliverables have been received;
 - 8.6.4. Delivery of Any other items which will be defined in detail during the contract negotiation phase.

9. Schedule of Costs

- 9.1. State and quantify the one-time costs for initial configuration, implementation and training
- 9.2. Identify the one-time costs for all required modules to meet the RFP deliverables. The total projected One-Time charges must include all applicable charges and fees. The proposal should co-term all equipment as part of the agreement.
- 9.3. Identify and explain all of the annual licensing fees to maintain the proposed system. Please include maintenance fees and any other applicable on-going charges
- 9.4. Identify the method in which the number of printed pages will be charged. If there are charges included in the base price of the agreement, please specify the number of copies included. Include cost estimates, based on data provided by NRVCS on current usage. A per copy model could be acceptable but the vendor must demonstrate that the model reduces costs over other models.
- 9.5. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by NRVCS.
- 9.6. NRVCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by NRVCS's Executive Director and a Contract Addendum and/or Purchase Change Order issued by NRVCS to change the contract.

10. Submission Requirements

10.1. An original, so marked, and 3 copies, so marked, for a total of 4 copies of your proposal document are required. One digital copy of the proposal is also required on a flash drive. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the outside of the envelope. Offerors are responsible for having their proposal stamped by NRVCS staff before the deadline for receipt of proposals. NRVCS will not assume responsibility for reproduction where an insufficient number of copies has been supplied. In any such case, NRVCS will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the NRVCS to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

11. Use of Information and Documents

11.1. NRVCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of the NRVCS. Following award the NRVCS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold the NRVCS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

12. Submission of Proprietary Information

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

13. Format and Content

13.1. The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume.

13.2. Offerors should organize their proposals using the following format:

- 13.2.1. Title Sheet: Furnish the information requested on the REQUEST FOR PROPOSALS TITLE PAGE (Pages 1.) of this solicitation and include it as the first page of your proposal. The name stated on the Title Sheet, page 1 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided.
- 13.2.2. Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.
- 13.2.3. Answers to the questions and issues raised in sections 3- 9.
- 13.2.4. Insurance: The proposal should address the insurance coverage of the Offeror. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at NRVCS's request, certified copies of insurance policies evidencing that the required insurance is in effect, shall be provided to NRVCS prior to award of the contract, and within seven days of any written request for a certificate, and for each year for five years after Final Payment for the Work with respect to products and completed operations liability.) The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to NRVCS, as will protect itself NRVCS from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability (if required by statute), Commercial General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), Automobile Liability, and if applicable for the work to be performed, Professional Liability Insurance. All insurance shall be provided by companies authorized to conduct business in the Commonwealth of Virginia. Applicable insurance policies should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to NRVCS. New River Valley Community Services Board should be named as additional insured on the Contractor's Commercial General Liability insurance.

14. CRITERIA FOR PROPOSAL EVALUATION

- 14.1. Understanding of the requirements; completeness, thoroughness and quality of Offeror's response; project plan, organization and schedule; proposed acceptance plan.
- 14.2. Experience with proposed hardware and software solutions; organization stability; financial position; client references; overall support and training commitments.
- 14.3. Suitability of hardware/software features to meet or exceed the documented requirements
- 14.4. Ease of operation
- 14.5. Flexibility of the system
- 14.6. Ease of comprehensive reporting
- 14.7. Quality and completeness of operational documentation and support aids
- 14.8. Experience of project manager proposed/assigned
- 14.9. Reputation and experience of the hardware and software vendors proposed
- 14.10. Experience of technicians and technical support staff proposed/assigned
- 14.11. Depth of staffing resources and the local availability for support
- 14.12. Cost

15. METHOD OF AWARD

- 15.1. Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected.

Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, NRVCS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should NRVCS decide this to be in its best interest. Should NRVCS 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.

16. **GENERAL TERMS AND CONDITIONS** (References to “Contractor” in this section are to the successful Offeror who enters into a contract with NRVCS.)
- 16.1. By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- 16.2. The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of NRVCS.
- 16.3. NRVCS reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors if so stated. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside Administration for a period of at least 10 calendar days. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals. NRVCS reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.
- 16.4. An Offeror may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.
- 16.5. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposals.
- 16.6. Unless specified otherwise, any resultant contract may be terminated by NRVCS, in whole or in part, whenever NRVCS determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. If funds are not appropriated for this contract for any State fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and NRVCS shall not be liable for future payments or for cancellation or termination charges.
- 16.7. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of NRVCS, become NRVCS property and shall be delivered to and remain the property of the NRVCS upon completion of the work or termination of the Contract. NRVCS shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- 16.8. Any documents or other materials provided to the Contractor by NRVCS shall be returned to NRVCS upon delivery of the final products and/or services. Any art work, negatives, proofs, or

other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of NRVCS and shall be sent to NRVCS upon delivery of the final products and/or services unless otherwise requested by NRVCS. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

- 16.9. The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by NRVCS.
- 16.10. In submitting its proposal, the Offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request. Unless specified otherwise in the CONTRACT, the Offeror shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless NRVCS from any cost, expense, damage or loss incurred in any manner by NRVCS on account of such alleged infringement.
- 16.11. NRVCS is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all NRVCS, City, State and Federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between NRVCS and the Contractor, as the taxes shall be an obligation of the Contractor and not of NRVCS, and NRVCS shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.
- 16.12. Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of NRVCS. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to NRVCS are found to be defective or not to conform to specifications, NRVCS reserves the right to cancel the CONTRACT upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
- 16.13. Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. NRVCS will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- 16.14. Payments to the Contractor shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to NRVCS. The Contractor's records and documentation supporting such invoices shall be made available to NRVCS upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.
- 16.15. The Contractor shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the CONTRACT. The Contractor shall repair to proper working order or replace, to NRVCS 's satisfaction, any property damaged directly or indirectly by its actions or omissions. The Contractor shall comply with and provide all deliverables in compliance with all applicable federal, State and local laws and regulations.
- 16.16. The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of NRVCS. A description of any work the Contractor proposes to subcontract shall be submitted to NRVCS for review and approval along with the name and address of the individual, firm, or corporation that is

the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to NRVCS for all work performed by any subcontractor or special consultant. NRVCS will, during the term of this Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the Contractor. If NRVCS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to NRVCS in a timely manner and at no additional cost to NRVCS. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

- 16.17. Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to NRVCS shall be given to the New River Valley Community Services Coordinator of Information Services, 700 University City Blvd, Blacksburg, VA 24060. The Contractor agrees to notify NRVCS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.
- 16.18. Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- 16.19. If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:
- 16.20. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 16.21. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 16.22. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 16.23. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 16.24. Pursuant to Virginia Code Section 2.2-4354, the Contractor agrees that: Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:

- 16.24.1. The Contractor shall, within seven days after receipt of any payments from NRVCS pursuant to this Contract, either:
 - 16.24.1.1. Pay the subcontractor for the proportionate share of the total payment received from NRVCS attributable to the goods or services provided by the subcontractor; or
 - 16.24.1.2. Notify NRVCS, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 16.24.2. The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from NRVCS for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
- 16.24.3. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 16.24.4. The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of NRVCS.
- 16.24.5. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
- 16.25. The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this NRVCS. The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.
- 16.26. To the full extent permitted by law, the Contractor shall indemnify and hold harmless NRVCS and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from this CONTRACT, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor, any Subcontractor, any persons or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable.
- 16.27. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, NRVCS, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.
- 16.28. There shall be no fees or costs charged to NRVCS by the Contractor for any such audit activities.
- 16.29. The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee NRVCS's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to NRVCS. Should the Contractor fail to ensure NRVCS's rights under this section, the Contractor shall be liable to NRVCS for all reasonable costs and expenses NRVCS may incur to

obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

Appendix A: Follows

NEW RIVER VALLEY COMMUNITY SERVICES

HIPAA PRIVACY ADDENDUM

1. **Definitions.** *HIPAA privacy regulations* shall mean the regulations at 45 CFR ' 160 and ' 164 as amended from time to time. *Protected health information* includes both the knowledge of clients and any individually identifiable written or electronic information which is created or received.
2. **Restriction on Use and Disclosure of Protected Health Information.** Except as permitted or required by this addendum or as required by law, the Contractor shall not use or further disclose any protected health information disclosed or otherwise made available to it by NRVCS.
3. **Authorized Uses and Disclosures.** The Contractor may use and disclose protected health information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided the disclosure is required by law.
4. **Contractor's Obligations.**
 - A. **Safeguards.** The Contractor shall use appropriate safeguards to prevent use or disclosure of protected health information other than as permitted or required by this Addendum or as required by law.
 - B. **Reporting.** The Contractor shall report to NRVCS any use or disclosure of protected health information not permitted by this Addendum of which it becomes aware.
 - C. **Agents and Subcontractors.** The Contractor shall ensure that any agent, including any subcontractor, to whom it provides protected health information, received from, or created or received by the Contractor on behalf of NRVCS, agrees in writing to the same restrictions and conditions that apply to the Contractor under this Addendum.
 - D. **Client's Access to Information.** The Contractor shall make available and permit access to protected health information about a client by that client in accordance with 45 CFR ' 164.524.
 - E. **Amendment of Protected Health Information.** The Contractor shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR ' 164.526
 - F. **Accounting of Disclosures.** The Contractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR ' 164.528.
 - G. **Practices, Books, and Records.** The Contractor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of NRVCS, to the Secretary of the US Department of Health and Human Services for the purpose of determining NRVCS's compliance with the HIPAA privacy regulations.
 - H. **Return or Destruction of Information.** At the termination of the principal contract, if feasible, the Contractor shall return or destroy all protected health information received from, or created or received by the Contractor on behalf of NRVCS the Contractor still maintains in any form and shall retain no copies of such information. If such return or destruction of such information is not feasible, the Contractor shall extend the protections of this Addendum to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- I. **Cure of Noncompliance.** If NRVCS notifies the Contractor that a pattern of activity or practice of the Contractor constitutes a material breach or violation of this Addendum or of the HIPAA privacy regulations, the Contractor shall immediately take reasonable steps to cure the breach or end the violation.

J. Mitigation. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor or to NRVCS of a use or disclosure of protected health information in violation of the Contractor's policies and procedures, this Addendum, or the HIPAA privacy regulations.

5. Failure to Cure. If, after receiving notice from NRVCS of a material breach or violation of this Addendum, the Contractor fails to immediately take steps to cure the breach or end the violation or if such steps were unsuccessful, and if NRVCS determines that it is not feasible to terminate the principal contract pursuant to paragraph 6, below, NRVCS will report the problem to the Secretary of the US Department of Health and Human Services.

6. Termination. Notwithstanding anything contained in the principal contract to the contrary, if, after receiving notice from NRVCS of a material breach or violation of this Addendum by the Contractor, the Contractor fails to immediately take steps to cure the breach or end the violation or if such steps were unsuccessful, NRVCS may terminate the principal agreement, including this Addendum, by giving written notice of such termination to the Contractor.

7. Subpoena. In the event the Contractor receives a subpoena for any protected health information in the Contractor's possession, the Contractor shall immediately notify NRVCS of the subpoena and deliver a copy of the subpoena to NRVCS. The Contractor shall respond to the subpoena only in accordance with HIPAA privacy regulations.

Contractor:

New River Valley Community Services
