

## **REQUEST FOR PROPOSALS (RFP)**

Issue Date: October 4, 2016

RFP No. VDH-17-102-0068

Title: Virginia Environmental Information System

Commodity Code: 92045, 91871, 91829, 95823

Issuing Agency: Commonwealth of Virginia  
Virginia Department of Health  
Office of Purchasing and General Services (OPGS)  
109 Governor Street, 12<sup>th</sup> 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, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:  
109 Governor Street, James Madison Building, 12<sup>th</sup> Floor, Room 1214 Richmond, VA

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, 12<sup>th</sup> 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.

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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## **I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract with a contractor through competitive negotiations for the purchase of an automated enterprise solution for environmental health activities such as permitting, inspecting, revenue collection and information sharing by the Virginia Department of Health (VDH) Office of Environmental Health Services (OEHS), to be performed statewide.

VDH is seeking a proven software solution that is highly configurable (i.e., can be adapted to changing program needs with minimal custom changes to the underlying software programming code) in order to conform to specific workflows, business processes and forms. The OEHS desires a solution that will allow the use of portable devices (i.e., laptops and tablets) for field work and provide for both online and offline access to data input, retrieval and printing. The OEHS strongly prefers that the solution provide for automated data input from and output to data systems of other official agencies; for example, up-date rabies sample records in the database with results from the Division of Consolidated Laboratories. (See page 5 for additional information concerning data-sharing).

VDH is open to receive proposals that offer two hosting approaches:

- i. hosted at VITA in Chesterfield, VA. Suppliers will be required to comply with VITA standards and meet the VITA-approved SLAs. Please refer to Attachment I – Service Level Agreements for SLA requirements and additional information.
- ii. hosted externally as a Software as a Service (SaaS) model, at a location determined by the Supplier. In the event a Supplier does propose an externally hosted solution, the Supplier will need to demonstrate that costs associated with the hosting, outside of VITA, will be cost effective relative to the VITA hosting solution, yet meet all of the security and operational requirements. In addition to offering a VITA hosted solution,

Suppliers shall provide the technical approach and pricing for both of the hosting options above.

## **II. BACKGROUND:**

The mission of the VDH is to promote and protect the health of all Virginians. The OEHS and 34 district environmental health programs support this mission through permitting, inspection, investigation and enforcement activities in program areas including food safety, tourist establishments (hotels, motels, and campgrounds), onsite sewage disposal, marinas, private water supplies, shellfish growing and processing, dairies, and migrant labor camps.

The OEHS is responsible for policy development, training, technical support and programmatic oversight for assigned programs. The majority of program activities are carried out by environmental health staff in the district and local health department offices, although the shellfish program, the bedding and upholstered furniture program, the marina program and the environmental lead program are housed within OEHS. Oversight of the rabies program and the beach water monitoring program is provided to district staff by the Office of Epidemiology, which is separate from OEHS. (See Attachment E for a functional organizational chart).

Statewide, there are approximately 500 professional environmental health staff, plus additional office support staff, housed in 121 local offices of 34 health districts. (See figure 2 for a map of district and local offices). It is important to note that some local health departments are responsible for locally mandated programs and program requirements in addition to state programs. OEHS has approximately 35 professional environmental health staff plus office and business support staff.

In 2003, VDH went live with the Virginia Environmental Health Information System (VENIS). When first implemented, the system provided the ability to collect and report data primarily in the food, onsite sewage, private well and general environmental health programs and to print forms automatically populated with data from the database records. VENIS has been in continuous development; additional modules have been added to incorporate additional programs (e.g., marinas) and the system has been up-dated and modified in response to changing policy and technical requirements. VENIS is organized as a set of separate databases, one for each health district and one for OEHS. There are currently 868 registered users within the agency, from office support staff in the local offices to the Deputy Commissioner in the VDH central office. Users are assigned a variety of access levels that can limit an individual's ability to create, edit and/or read records or to configure specific fields (e.g., menus) and to create new print forms. The typical user's access is limited to creating records in the database of the district where the user is employed. Many users registered in the OEHS database have read only access to all databases.

Data is routinely imported into the VENIS from external sources. The system provides a web portal for operators and maintenance providers of alternative onsite sewage disposal systems to submit required reports to the agency. Access to submit reports is limited to persons licensed by the Virginia Department of Professional and Occupational Regulation as Alternative Onsite Sewage System Operators. The web portal allows an individual operator to enter data for one or more onsite sewage systems, save or print the report, pay the required report fee(s) for one or more reports, and submit the reports. Reports are automatically sorted based on geographical location of the sewage disposal system and sent to the appropriate district database for approval and attachment to the correct system record in the database. Reports are also received from two additional software vendors. These reports are up-loaded to the VENIS in batches and, when payment has been confirmed, sorted geographically and sent to the appropriate district. Currently the payment function is provided by a separate state-approved software company, CyberData.

Other instances where data is imported to the database include laboratory testing results of rabies specimens, foodborne illness complaints and water well completion statements. In the case of rabies samples, a record is created in VENIS prior to shipment to the lab. When the record is created, the database generates a sample number, a laboratory submission ticket is printed and the ticket is included with the sample. Laboratory results are entered into the laboratory's database and results are sent to VENIS in a batch file where the appropriate record is automatically up-dated. As a back-up reporting method, VENIS generates an e-mail of laboratory results to assigned users in each district.

Water well completion reports are received from the Department of Environmental Quality (DEQ) as batch files on a daily basis. DEQ maintains an online reporting system where well drillers create and submit reports about well construction. Reports concerning private wells (those regulated under OEHS programs) are pushed to VENIS, sorted by geographical location and distributed to the appropriate district databases.

The new foodborne illness report function allows the public to report information concerning a suspected foodborne illness to the agency via the web. Users can open a complaint report form on the VENIS website, enter the requested data and submit the report to the agency. Reports are automatically sorted based on either city/county of residence in Virginia or location of the permitted facility or event in Virginia and sent to the applicable district database.

Currently under development and nearing completion is a new module for the Bedding and Upholstered Furniture Inspection (BUFI) program. This module will allow the regulated community to apply for new or renewal permits, pay permit fees and download copies of permits via the Internet. As with the O&M report function, payments will be handled by CyberData, a third party contractor.

### **III. STATEMENT OF NEEDS/SCOPE OF WORK:**

#### **A. The Contractor shall:**

Provide an enterprise solution for regulatory activities in program areas such as permitting, inspections, revenue collection, and data reporting which will:

1. Improve customer service to individuals and businesses in Virginia;
2. Improve operational efficiency by standardizing and streamlining business processes, data collection, reporting and program monitoring;
3. Provide a public web portal for the public to submit applications, payments, reports and to obtain data and information concerning specific permitted facilities;
4. Provide for unlimited growth in the number of establishments in each program area;
5. Provide for archiving of records based on age or other user requirements;
6. Provide all hardware, accessories, servers and connectivity necessary to develop and implement the information system;
7. Provide a seamless transition from the current system to the new system.

#### **B. Overview of General Requirements**

This section provides a general description of requirements. A more detailed list of desired functionality is attached as **Attachment G**.

1. The contractor shall provide all materials, labor, transportation/shipping, installation, and travel to provide an integrated, portable, statewide environmental health information system that should include but not be limited to:
  - a. Network compatibility to allow multiple users simultaneous access;
  - b. Ability to download or export data to comma delimited files;
  - c. Ability to expand reporting capabilities for local health department requirements;
  - d. Ability to input/output information from the field, including printing of forms, reports, permits, licenses, mailing labels, bar-coding, etc.
  - e. Capture and retention of all data;
  - f. Secure access to the system and for individual users;
  - g. Support TCP/IP as the primary communication protocol.

2. The contractor must provide a portable solution compatible with Windows-based tablets with resynchronization with the main database.
3. The contractor shall convert data in the current database into the new system or offer another cost effective solution.
4. Software program should include the following program modules or features:
  - a. Onsite sewage and well programs, which includes application tracking, permitting, inspection, and monitoring operations;
  - b. Establishments (e.g., restaurants, swimming pools, hotels, campgrounds, etc.), which includes application tracking, permitting, inspections, and monitoring operations;
  - c. Shellfish programs, which includes tracking applications, permits, inspections, sampling and monitoring of shellfish processing facilities; tracking of shoreline sanitary survey activities, deficiencies and corrections; collection, analysis, and tracking of seawater samples; data analysis for classification/reclassification and tracking of shellfish growing areas;
  - d. Bedding and upholstered furniture program, which includes application tracking, licensure, inspections and monitoring of bedding and upholstered furniture manufacturers, importers, and re-upholsterers, bedding renovators, and used furniture and bedding sanitizers;
  - e. General environmental health, including rabies and enteric illness reports which includes exposure reporting, sampling, and tracking;
  - f. Complaints and citizen requests (e.g., Freedom of Information requests), that includes electronic receipt from the public and tracking of actions and outcomes;
  - g. Billing and accounts receivable that provides the ability to invoice, collect and adjust payments and produce documentation according to VDH and Commonwealth of Virginia business rules;
  - h. Interface with standard GIS and CAD software programs;
  - i. Track activities of individual staff;
  - j. Appointment scheduler and tickler file for scheduled activities;
  - k. Automated archiving of data based on Library of Virginia Document Retention Schedule and/or agency business rules;
  - l. Provide for the inclusion of local programs and requirements that are in addition to state-wide requirements and which vary among cities and counties. The system must provide equal functionality for tracking applications, permits, fees, and monitoring as for state-wide programs.
5. The contractor should provide a website for public access of selected data and reports such as application and permit status, establishment inspection reports, etc.
6. The contractor shall provide a method for electronic receipt of reports concerning onsite sewage system operational status from licensed Onsite Sewage System Operators. The system must work in conjunction with the Commonwealth's designated on-line payment provider (currently CyberData Payment Portal) to

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 proprietary data, network diagrams and IP addresses, server names and configurations, contract cost estimates.

The contractor's response to this request shall include a description of how the contractor proposes to handle, process, store, and protect sensitive data in motion (being transmitted) and sensitive data at rest (stored).

**C. The Virginia Department of Health (VDH) will:**

1. Provide hardware and network connectivity for agency users.
2. Provide limited program personnel to support transfer of existing data to new system.
3. Provide limited program personnel to support system development and maintenance.
4. Provide access to VDH worksites as necessary to meet business needs.
5. Provide written documentation of work flows, policies and business rules as necessary to support development, implementation and maintenance of the system.

**D. All deliverables agreed to in the contract must be completed and the system must be fully operational no later than December 30, 2018.**

**E. VDH anticipates that additional program features and functionality or changes to existing features and functionality will be required by the agency over the life of the contract.**

**IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

**A. ESTIMATED TIMELINE:**

RFP Issue Date	October 4, 2016
Submission of Questions	October 12, 2016
Addendum Issued	October 19, 2016
Mandatory Pre-Proposal Conference	October 25, 2016
Submission of Final Questions	November 2, 2016

Addendum Issued (if necessary)	November 9, 2016
RFP Due Date	November 18, 2016
Award of RFP	To Be Determined

## B. GENERAL INSTRUCTIONS:

### 1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original (so marked) and **five (5)** copies of each proposal shall be submitted in accordance with instructions on the first page of this RFP. Offeror **shall** also provide **one (1)** redacted hardcopy and **one (1)** redacted CD, with any proprietary and trade secret information removed, if such information is included in the original. Proposals shall be submitted to:

Virginia Department of Health  
Office of Purchasing & General Services, Attn: **Elizabeth Reighard**  
James Madison Building, 12<sup>th</sup> Floor  
109 Governor Street, Room 1214  
Richmond, VA 23219

### 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 the purchasing agency 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 the purchasing agency. 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 placed 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. Offerer should 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. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose



absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or 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 will result in rejection of the proposal.** If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

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 the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

**C. SPECIFIC PROPOSAL INSTRUCTIONS:**

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

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.

3. A written narrative statement to include:
  - a. Experience in providing the goods/services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project.
  - c. Resumes of staff to be assigned to the project.
4. A written narrative response to each of the requirements listed in RFP Section III and Attachment G.
5. Specific plans for providing the proposed goods/services including but not limited to:
  - a. Product and features including:
    - i. Portability aspects
    - ii. Screen features
    - iii. GIS and CAD interface capabilities
    - iv. Query and report capabilities
    - v. Security features
  - b. Data conversion methodology
  - c. Warranty and licensing
  - d. Project implementation and administration plan
  - e. Implementation plan and scheduling
  - f. On-going technical support, maintenance, up-grades and revisions service and costs during the life of the contract. Describe any maintenance, support or repair costs that are not included.
  - g. Proposed plan for meeting the Timeline shown in the Statement of Needs/Scope of Work.
  - h. Procedures for responding to requests by VDH for additional features or functionality or for changes to existing features and functionality.
6. **Performance Standards Methodology**  
 Please describe the methodology used to develop your firm's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.  
 Indicate your firm's present customer satisfaction rating, summarize customer satisfaction criteria, and describe the methodology used to measure customer satisfaction. Please include any relevant publication ratings or articles.
7. **Proposed Price.** Indicate in the Pricing Schedule Section of the RFP. A CPM schedule will accompany the pricing schedule which will include a milestone of phases and payment schedule. A performance remedy will include requires a 20% hold back on each invoice which will be paid after final acceptance with the final invoice.
8. Service Level Agreement Spreadsheet is attached as attachment I and needs to be submitted in the proposal.
9. **Small Business Subcontracting Plan** – Summarize the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all

prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Offerors must complete the Attachment and submit it with their proposal.

10. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50. Offerors must complete Attachment C and submit it with their proposal.

**V. EVALUATION AND AWARD CRITERIA:**

**A. EVALUATION CRITERIA:**

<u>CRITERIA</u>	<u>POINT VALUE</u>
Specific product features, implementation plan and methodology including but not limited to product features, initial implementation, data conversion and on-going maintenance, up-grades and revisions.....	40
Qualifications and Experience of Offeror.....	20
References.....	5
Small Business Subcontracting plan . . . . .	20
Price .....	15
TOTAL.....	100

- B. AWARD OF CONTRACT**-see Award Term in Special Terms and Conditions section IX-R

**VI. REPORTING AND DELIVERY INSTRUCTIONS**

- A.** The contractor shall provide the following to the Coordinator/Contract Administrator by electronic/e-mail submission:
1. Specific accomplishments achieved during the reporting period
  2. Problems or barriers encountered
  3. Specific tasks completed pursuant to the provisions of the contract and the completion dates of those tasks
  4. The projected completion dates for the remaining specific tasks required by the contract
  5. Sub-contracting information
  6. Send to: Coordinator/Contract Administrator, VDH, 109 Governor Street, 5<sup>th</sup> Floor Room 518, Richmond, VA 23219
- B.** It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses through partnerships, joint ventures, subcontracts or other contractual opportunities.

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 and list any such opportunities that your firm would commit to if awarded this contract in **Attachment D– Small Business Subcontracting Plan**. The offeror's response must include a description of which portions(s) of the work will be sub-contracted out and the names and addresses of potential subcontractor under the Contract. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposal will ultimately result in rejection of the Proposal.

**REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND  
BUSINESSES  
OWNED  
BY WOMEN AND MINORITIES**

Unless the Contractor is a DSBSD certified small business, the contractor shall submit monthly reports on the direct involvement of DSBSD certified SWaM Businesses in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses based on the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Department of Health  
Attn: **William Heisey**  
109 Governor Street  
5<sup>th</sup> Floor, Room 518  
Richmond, VA 23219

And Copy to:

Virginia Department of Health  
Office of Purchasing and General Services  
Attn: **Elizabeth Reighard**  
109 Governor Street  
12<sup>th</sup> Floor, Madison Building  
Richmond, VA 23219

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

**VII. MANDATORY PREPROPOSAL CONFERENCE:**

A mandatory preproposal conference will be at 1:00 PM on Tuesday October 25, 2016 at the Virginia Department of Health, 109 Governor Street, 12<sup>th</sup> Floor, Room 1214, Richmond, VA 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:05 PM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Submit all inquiries concerning this RFP in writing by email, subject "Questions on RFP #VDH-17-102-0068" to:

Email: [REDACTED] by October 12, 2016

To ensure timely and adequate consideration of proposals, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to Elizabeth Reighard for the duration of this proposal process.

## **VIII. GENERAL TERMS AND CONDITIONS:**

### **A. VENDOR'S MANUAL:**

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

### **B. APPLICABLE LAWS AND COURTS:**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **C. ANTI-DISCRIMINATION:**

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds

into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - i. 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 nondiscrimination clause.
  - j. 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.
  - k. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals offerers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offerer, supplier, manufacturer or subcontractor in connection with their proposal and that they have 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, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:**

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

**G. ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**I. CLARIFICATION OF TERMS:**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

**2. To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**K. PRECEDENCE OF TERMS:**

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.



**L. QUALIFICATIONS OF OFFERORS:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offerer to perform the services/furnish the goods and the offerer shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offerer's physical facilities prior to award to satisfy questions regarding the offerer's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offerer fails to satisfy the Commonwealth that such offerer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**N. ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

**O. CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; **or**
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the

Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; **or**

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

**P. DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**Q. ANNOUNCEMENT OF AWARD:**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

**R. DRUG-FREE WORKPLACE:**

During the performance of this contract, 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; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**S. NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**T. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**U. AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**V. BID PRICE CURRENCY:**

Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

**W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law.

Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**X. INSURANCE:**

The Contractor and any subcontractors will maintain the following insurance coverages during the entire term of the Contract. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Contractor will provide Certificates of Insurance upon request to substantiate its compliance with these requirements.

(i) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

(ii) Employer's Liability - \$100,000.

(iii) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

**IX. SPECIAL TERMS AND CONDITIONS**

**A. ADDITIONAL SYSTEM/APPLICATION USERS:**

This procurement is being conducted solely on behalf of the Virginia Department of Health and is not intended to be a statewide contract on behalf of the other Commonwealth agencies, institutions or public bodies. The addition or deletion of authorized users (i.e., entities who have permission to use the proposed data system and/or various specific functions pertaining to job requirements and/or any Application

or Licensed Services) not specifically named in the solicitation shall be made only by written contract modification issued by this agency and upon mutual agreement of the contractor. Such modification shall name the specific entity added or deleted and the effective date.

**B. AUDIT:**

The Contractor shall 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**C. CANCELLATION OF CONTRACT:**

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor.

**D. TERMINATION BY VDH FOR CONVENIENCE:**

a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract,
- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
- (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

**E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or

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. CONTINUITY OF SERVICES:**

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. DEFINITION - SOFTWARE:**

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. TERM OF SOFTWARE LICENSE:**

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. DEMONSTRATIONS:**

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 contract.

**J. E-VERIFY PROGRAM:**

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

**K. EXCESSIVE DOWNTIME:**

Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 3 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 7 days following the request for replacement.

**L. IDENTIFICATION OF PROPOSAL ENVELOPE:**

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
                    Name of Offeror                      Due Date                      Time

\_\_\_\_\_                      \_\_\_\_\_  
                    Street or Box Number                      RFP No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
RFP Title

DSBSD-certified Small Business No. \_\_\_\_\_

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation. If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope.

A sample of a return mailing label for identifying the package as a proposal has been provided as **Attachment B**. This format should be used on your response envelope. It is further suggested that if you submit your proposal by a courier such as FedEx or UPS, and place your proposal envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information. The courier's envelope should be addressed as directed on the cover page of the solicitation.

Proposals may be hand delivered to the Issuing Agency's Purchasing Office, however, ample time must be allowed for security check-in at the front desk and getting to the Purchasing Office prior to the closing time for the solicitation. **NO LATE PROPOSALS WILL BE ACCEPTED.**

**M. OWNERSHIP OF PRINTING MATERIALS:**

All surveys and documents developed for the implementation of this project shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

**N. PRODUCT INFORMATION:**

The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

**O. PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for 180 days.

**P. SUBCONTRACTS:**

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.



**Q. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (**ATTACHMENT C**). Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**R. CONTRACT TERM/RENEWAL OF CONTRACT:**

The Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of 5 years. Implementation of the system and acceptance period will be prior to the 5 year period. VDH in its sole discretion may extend this Contract for up to 3 additional 2 year periods after the expiration of the initial 5 year period. VDH will issue a written notification to the contractor stating the extension period thirty (30) days prior to the expiration of any current term.

**S. RENEWAL OF MAINTENANCE:**

Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional eleven (11) one-year period(s), under the terms and conditions of the original contract except as noted herein. The maintenance renewal period will begin once the contractor's warranty period ends. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

**T. eVA ORDERS AND CONTRACTS:**

The solicitation/contract will result in multiple purchase orders (one for the initial contract period and one for each renewal) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**U. 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 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. MODIFICATIONS:**

This contract may be modified in accordance with § 2.2-4309 of the *Code of Virginia*. 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 deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee. In no event may the amount of the contract be increased without adequate consideration.

The provisions of this section shall not limit the amount a party to a public contract may claim or recover against a public body pursuant to § 2.2-4363 (contractual claims) or any other applicable statute or regulation. The unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in § 2.2-4363.

**W. LIMITATION OF LIABILITY:**

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Contractor, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Contractor's indemnification obligations, (v) Contractor's confidentiality obligations, (vi) Contractor's security compliance obligations, and (vii) Contractor's data privacy and security obligations as specified under this Contract, Contractor's liability shall be limited to twice the aggregate value of the delivered and accepted deliverables, products, Software, services, solution, including solution Components, Application and Licensed Services, as applicable, provided by Supplier to VDH under this Contract.

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 CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

**X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):**

1. By signature of this contract, the Contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), HIPAA Privacy Rule, HIPAA Security Rule, and subsequent revisions. The Contractor further agrees to comply with the HIPAA HITECH Act of 2009 under the Privacy and Security Rules. In the performance of this contract (agreement) the Contractor shall (at a minimum):
  - a. Not use or disclose protected health information (PHI) other than as permitted or required by terms of this contract or as required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
  - c. Report to VDH any use or disclosure of PHI not provided for by this contract;
  - d. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this contract;
  - e. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
  - f. Provide access to PHI contained in its records to VDH, in the time and manner designated by VDH, or at the request of VDH, to an individual in order to meet HIPAA access;
  - g. Make available PHI in its records to VDH for amendment and incorporate any amendments to PHI in its records at VDH request;
  - h. Document and provide to VDH information relating to disclosures of PHI as required for VDH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule; and
  - i. Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human

Services for the purpose of determining compliance with the HIPAA Privacy or Security Rule.

2. HIPAA Confidentiality: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to VDH. Except as required by law, the Contractor agrees that its employees shall not:
  - a. Access or attempt to access data that is unrelated to their job duties or authorization;
  - b. Access or attempt to access, or allow any other party to attempt to access, Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
  - c. Disclose to any other person or allow any other person access to any information related to VDH or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, fax transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
  - d. Disclose Protected Health Information (PHI) without VDH authorization, or in violation of HIPAA regulations.

The Contractor understands that VDH and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that VDH may seek legal remedies available to it should such disclosure occur. Further, VDH understands that violations of this agreement may result in contract default.

The Contractor, and any subcontractors, shall be required to maintain Business Associate agreements with VDH and abide by requirements as defined in the HIPAA HITECH of 2009.

#### **Y. WHISTLEBLOWER PROTECTIONS:**

Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subcontractor or sub grantee.

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

**Z. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

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 award in which a small business subcontracting plan is a condition of the award shall deliver to the contracting agency or institution on monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
4. If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses.

**AA. SERVICE PERIOD (ROUTINE):**

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. SOFTWARE UPGRADES:**

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. SOFTWARE DISPOSITION:**

Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.

**DD. SOURCE CODE:**

In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

**EE. THIRD PARTY ACQUISITION OF SOFTWARE:**

The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

**FF. TITLE TO SOFTWARE:**

By submitting a proposal, the offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

**GG. WARRANTY AGAINST SHUTDOWN DEVICES:**

The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

**HH. WARRANTY OF SOLUTION:**

During the warranty period of one year after final acceptance, Supplier warrants that the solution, solution Components, deliverables, product, Software, Updates, as authorized and provided by Supplier under this Contract, shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in supplier's failure to meet the Requirement or its contractual obligations.

**Ownership**

Supplier has the right to perform and provide all contractual obligations and provide all needed services and products for the solution without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**Component Warranty**

For any software or deliverable ("Component"), the applicable warranty period shall be the period from written acceptance of the Component until final acceptance of the solution.

**Interoperability Warranty**

Supplier warrants that each Component, regardless of the origin of the Component, delivered under this Contract shall be interoperable with other Components so as to meet or exceed the performance specified in the requirements.

**Open Source**

Supplier will notify VDH if the solution, solution Components, deliverables, product, Software, Updates, Application and/or Licensed Services, as obligated and provided by Supplier, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

**II. OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

If and to the extent that any pre-existing rights are embodied or reflected in the intellectual property, Contractor hereby grants to the Commonwealth the irrevocable,

perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing.

**JJ. LATEST SOFTWARE VERSION:**

Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

**KK. CONFIDENTIALITY (Commonwealth):**

The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

**LL. CONFIDENTIALITY (Contractor):**

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

**MM. YEAR 2000 COMPLIANT (AND ENABLEMENT) WARRANTY:**

The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or



other appropriate means for assuring that 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. NON-VISUAL ACCESS TO TECHNOLOGY:**

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 *Code of Virginia*.

**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.

**PP. CODE OF FEDERAL REGULATIONS:**

All modules of the Virginia Environmental Information System shall comply with program regulations as outlined in the Code of Federal Regulations both at project completion and throughout the lifecycle of the maintenance contract. The following link provides required information: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title07/7tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title07/7tab_02.tpl).

**QQ. SERVICE LEVELS:**

Supplier shall respond to problems with the solution identified in no more than one (1) hour after notification by VDH and resolve all problems according to the following:

- i) Severity Level 1 (mission critical business processes unable to function) within eight (8) hours;
- ii) Severity Level 2 (significant impact to mission critical business processes, but system functions with an acceptable work around) within twenty four (24) hours;
- iii) Severity Level 3 (some businesses processes not functioning, cause non-critical work to back up) within ten (10) days.
- iv) Severity Level 4 (inconvenience to users, minor disruptions that do not stop workflow but affect efficiency of operations) within 45 days

The level of severity (e.g., 1, 2, 3, 4), shall be defined by VDH.

**RR. REMEDIES:**

If Supplier is unable to make the solution conform, in all material respects to the contractual service levels, within thirty (30) days following notification by VDH, Supplier shall accept return of the tangible solution, and (a) during the warranty period, return all monies paid by VDH for the returned solution and related documentation or (b) during any subsequent maintenance period, return all monies paid by VDH for the returned solution and documentation, pro-rated using the straight-line method for an estimated solution life cycle of seven (7) years. VDH shall discontinue use of the solution and documentation.

**SS. TRANSITION PERIOD:**

A transition period may be up to six months to support migration to a successor service or platform. This transition period will be stated on the CPM schedule. It will be the responsibility to ensure that all data and necessary information is properly migrated and will work with the current contract vendor to guarantee a totally complete operating software system.

**UU. SECTION 508 COMPLIANCE:**

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

**XI. METHOD OF PAYMENT:**

A performance remedy requires a 20% hold back on each invoice which will be paid after final acceptance with the final invoice. Contractor will show this holdback as an item on their invoices. Invoices shall be submitted on a monthly basis in arrears electronically to:

Business Manager  
VDH Office of Environmental Health Services  
[William.Heisey@vdh.virginia.gov](mailto:William.Heisey@vdh.virginia.gov)  
or to:  
Business Manager  
VDH Office of Environmental Health Services  
109 Governor Street, 5<sup>th</sup> Floor  
Richmond, VA 23219

All invoices from the Contractor shall identify, at a minimum, the following:

- a. Contract Number
- b. Invoice Date
- c. Purchase Date
- d. Detailed Description of Purchase
- e. 20% hold back amount
- f. Total Cost

**XII. PRICING SCHEDULE:** Attachment H-Fill out completely

**XIII. ATTACHMENTS:**

ATTACHMENT A: Offeror Data Sheet  
ATTACHMENT B: Sample Proposal Submittal Envelope Label  
ATTACHMENT C: State Corporation Commission Form  
ATTACHMENT D: Small Business Subcontracting Plan  
ATTACHMENT E: Environmental Health Organizational Chart  
ATTACHMENT F: Map of VDH Districts and Local Offices  
ATTACHMENT G: Functional and Technical Requirements/COV Terms and Conditions (separate document)  
ATTACHMENT H: Pricing Schedule  
ATTACHMENT I: Service Level Agreement Spreadsheet  
ATTACHMENT J: License Agreement Addendum  
ATTACHMENT K: Additional Terms and Conditions (separate document)

## ATTACHMENT A

### OFFEROR DATA SHEET

*(Use this form for offerors to list references)*

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in a lower score.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone : (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone : (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone : (\_\_\_\_) \_\_\_\_\_ Fax : (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone : (\_\_\_\_) \_\_\_\_\_ Fax : (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**

**SAMPLE PROPOSAL SUBMISSION ENVELOPE LABEL**

Commonwealth of Virginia  
Department of Health  
Office of Purchasing and General Services (OPGS)  
109 Governor Street  
12<sup>th</sup> Floor, Room 1214  
Richmond, VA 23219

Offeror's Name: \_\_\_\_\_

Offeror's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's Name: \_\_\_\_\_

RFP #: VDH-17-102-0068

RFP Due Date: November 18, 2016 @ 2:00 PM

**ATTACHMENT C**

**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

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

**-OR-**

☐ 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 accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

## ATTACHMENT D

### Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to submit a Small Business Subcontracting Plan.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for offers. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the offer due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.DSBSD.virginia.gov](http://www.DSBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period, in Section B.

#### Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

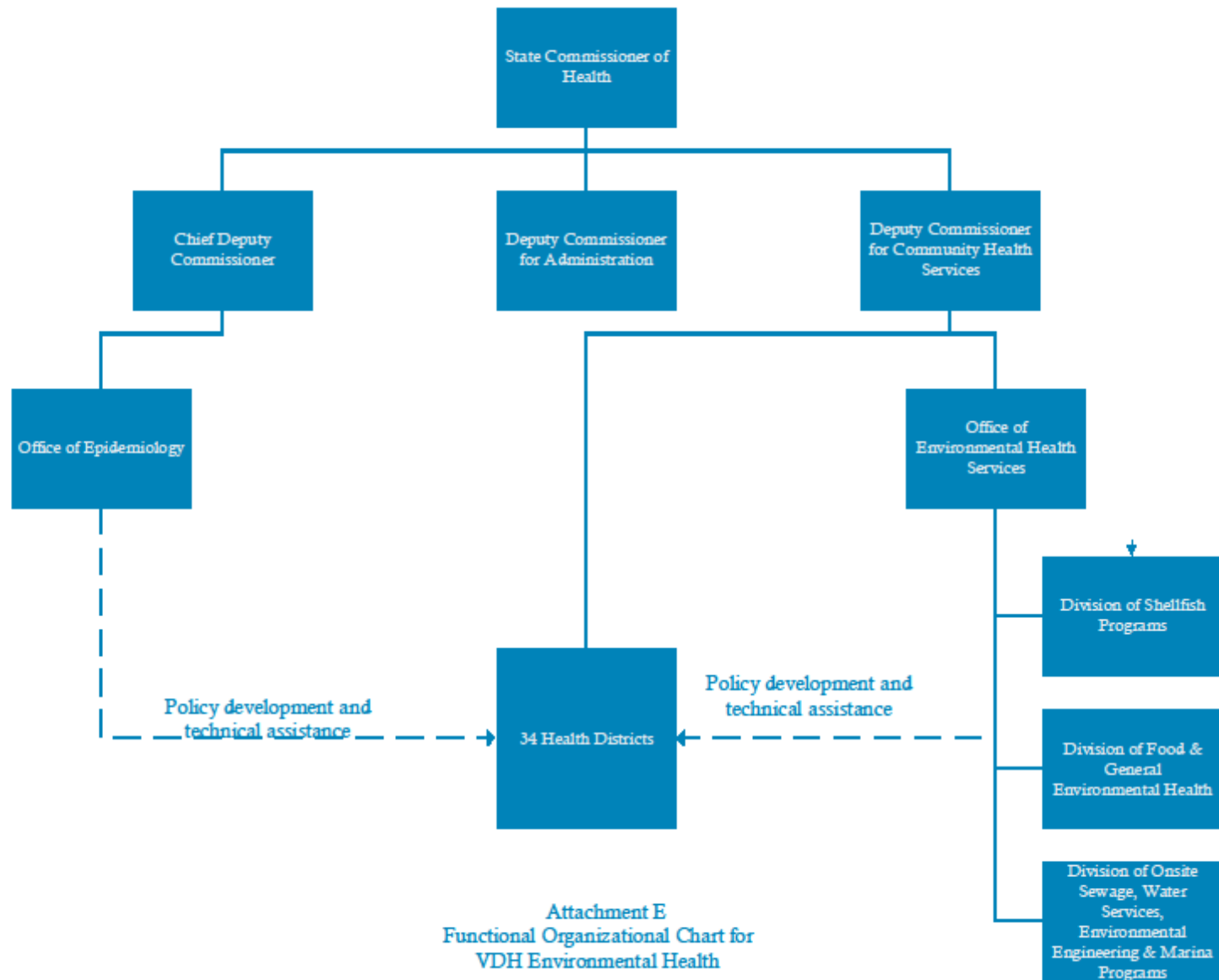
#### Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

<b>Small Business Name &amp; Address  DSBSD Certificate #</b>	<b>Status if Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
<b>Totals \$</b>					







## Attachment H – Pricing Worksheet

### Virginia Environmental Information System Solution

#### Software, Services, and Support

Major Component	Item	Qty	Unit Price	Labor	Extended Price
Virginia Environmental Information System				N/A	
Configuration / Installation					
Source Code, Documentation and Content Escrow				N/A	
Software Development / Customization					
Testing					
Project Management					
Training					
Travel				N/A	
Documentation				N/A	
Other Software/Tools*				N/A	
Year One (1) Maintenance / Support				N/A	
Year Two (2) Average Annual Maintenance / Support				N/A	
Year Three (3) Average Annual Maintenance / Support				N/A	
Year Four (4) Average Annual Maintenance / Support				N/A	
Year Five (5) Average Annual Maintenance / Support				N/A	
Year One (1) Application Hosting				N/A	
Year Two (2) Application Hosting				N/A	
Year Three (3) Application Hosting				N/A	
Year Four (4) Application Hosting				N/A	
Year Five (5) Application Hosting				N/A	
<b>Total Price</b>					

---

\*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.

<b>Attachment I--Service Level Agreements</b>					
<b>This is a sample SLA table.</b> Offerers are required to complete a table based on their Service Level offerings.					
<b>Performance Standard</b>	<b>Metric</b>	<b>Standard</b>	<b>Comments</b>	<b>Measurement period</b>	<b>Remedy</b>
Availability	System is available for use	System is available for use 99.9% of time, outside of scheduled maintenance periods		Monthly	If Supplier fails to meet the availability standard a credit to VDH of 0.5% of the annual maintenance fee will be assessed for each 24 hour increment that the system is unavailable.
Performance	System Response Time	Offeror shall propose a standard, method of measurement and remedy for non-compliance.			
Problem Management	Severity Level 1 Problem Resolved	100% resolved within 8 hours	Severity Level 1 problems result in mission critical VDH business processes are unable to function, there is no workaround acceptable to the agency, and the problem prevents a workgroup from performing mission critical functions.	Monthly	If Supplier fails to meet the resolve time standard two (2) or more times on a quarterly basis, a credit to VDH of .5% of the annual maintenance fee will be assessed.
	Severity Level 2 Problem Resolved	100% resolved within 24 hours	Severity Level 2 problems create a significant impact to mission critical agency business processes. A major problem impedes the	Monthly	If Supplier fails to meet the resolve time standard two (2) or more times on a quarterly basis, a credit to VDH of .25% of the annual maintenance fee will be assessed.

			ability to perform mission critical business functions due to major functionality not working. A temporary workaround acceptable to the agency is available.		
	Severity Level 3 Problem Resolved	100% resolved within 10 working days	Severity Level 3 problems prevent the agency from completing some business processes agreed to in the contract and UAT. Minor functions are not working and causing non-critical work to back up.	Monthly	If Supplier fails to meet the resolve time standard two (2) or more times on a quarterly basis, a credit to VDH of .1% of the annual maintenance fee will be assessed.
	Severity Level 4 Problem Resolved	100% resolved within 45 working days	Severity Level 4 problems create inconvenience to users. The system creates a minor disruption in the way that tasks are performed but does not stop workflow. All tasks can be completed but as efficiently as normal. Severity Level 4	Quarterly	If Supplier fails to meet the resolve time standard two (2) or more times on a quarterly basis, a credit to VDH of .05% of the annual maintenance fee will be assessed.

			may include cosmetic issues, particularly in public facing applications.		
Help/User Support	Call Wait Time	99% of calls are answered in 2 minutes or less		Monthly	
	Help Desk Call Busy Signal	Fewer than 1% of calls receive a busy signal		Monthly	
Support Calls for Severity Level 1 and Severity Level 2 Problems	Support callback time for Severity Level 1 and Severity Level 2 user reports	Vendor responds to VDH within 30 minutes from the time the call is made by VDH		Monthly	If Supplier fails to meet the response time standard two (2) or more times on a quarterly basis, a credit to VDH of .25% of the annual maintenance fee will be assessed.

## ATTACHMENT J: LICENSE AGREEMENT ADDENDUM – NON VITA USE

Virginia Department of Health (hereinafter referred to as “VDH”), pursuant to [§ 2.2-2012](#) of the Code of Virginia and on behalf of the Commonwealth of Virginia, and \_\_\_\_\_ (“Supplier”), a business incorporated in \_\_\_\_\_, F.E.I.N. \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract (“\_\_\_\_\_”) provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier’s standard form contract and together shall govern the use of any and all \_\_\_\_\_ (name of) \_\_\_\_\_ Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

VDH is an agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, and any license granted by Supplier shall be held by the Commonwealth.

As used herein, the term “contract” shall mean the Supplier’s standard form contract and any and all exhibits and attachments thereto. The term(s) “Customer,” “You,” and/or “you,” as used in the contract, shall mean, as applicable, VDH or the Commonwealth, or any of their officers, directors, agents or employees.

Supplier’s standard form contract is, with the exceptions noted herein, acceptable to VDH. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier’s standard form contract cannot be accepted by VDH, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier’s standard form contract, none of the following shall have any effect or be enforceable against VDH, the Commonwealth, or any of their officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VDH, the Commonwealth, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by [§ 2.2-4347](#) et seq. of the Code of Virginia;
4. Requiring VDH or the Commonwealth to maintain any type of insurance either for the benefit of the VDH or the Commonwealth or for Supplier’s benefit;
5. Granting Supplier a security interest in property of the VDH or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the Commonwealth, VDH or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Code of Virginia §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the Commonwealth, VDH or any of their officers, directors, employees or agents is a named party;
9. Binding the Commonwealth, VDH or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;



10. Obliging the Commonwealth, VDH, or any of their officers, directors, employees or agents to pay costs of collection or attorney's fees;
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 Supplier's own internal administrative purposes;
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 affiliate's compliance with the terms and conditions set forth in 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 aforementioned 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 [§ 59.1-501.15](#) of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the Commonwealth waive its sovereign immunity or its immunity under the Eleventh Amendment;
24. Requiring that the Commonwealth, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in Commonwealth or VDH data to Supplier;
26. Requiring the use of foreign currency. The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars;
27. Obliging the Commonwealth beyond approved and appropriated funding. All payment obligations under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VDH may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible

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. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the 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. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer 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. Defining "perpetual" license rights to have any meaning other than license rights that exist 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 maintenance in order for the Commonwealth or VDH to receive or maintain the benefits of Supplier's 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, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include [§ 2.2-510](#) and [§ 2.2-514](#) of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VDH against whom the claim has been asserted.
41. VDH may rely on independent contractors, acting on behalf of VDH, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, or third-party contractor or subcontractor of VDH during the performance of Services by

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.