

REQUEST FOR PROPOSALS (RFP)

Issue Date: December 18, 2008

RFP #: 601:517-09-102

Title: Emergency Medical Services Registry

Commodity Code: 92000

Issuing Agency: Virginia Department of Health
Office of Emergency Medical Services
109 Governor Street, Room UB-55
Richmond, VA 23219

Period Of Contract: From Upon award of the contract through 3 years (negotiable). (Renewable)

Scaled Proposals, for furnishing the services specified herein, must be received by the Virginia Department of Health, Office of Purchasing and General Services (OPGS) located at Room 1214, 12th Floor, 109 Governor St., Richmond, VA 23219 not later than **2:00 p.m.**, on **February 23, 2009**. To be considered, all proposals must be received at this address on or before the date and hour stipulated. Offerors should pay particular attention to ensure that their proposals are properly addressed. The state is not responsible for proposals that do not reach the specific destination by the appointed time. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the automatic time stamp machine in the Office of Purchasing and General Services.

The response may be sent via U.S. mail to the post office box address listed above provided that it is submitted in adequate time to allow for delivery to the specific office location, Suite 1214, Attention: Connie Hall, James Madison Building, 109 Governor Street, Richmond, Virginia 23219. Offerors are responsible for assuring timely receipt of the proposal at the specific office location and should make allowance for the possibility of an untoward event.

The safest way to insure that the proposal is delivered on time, especially if it is submitted within the last seven (7) days prior to the due date, is to deliver it in person. The alternative is to use a commercial delivery service such as FedEx or UPS, or the U.S. Post Office Express Mail Service. If any of these services are used, send the proposal to the following address:

VIRGINIA DEPARTMENT OF HEALTH
JAMES MADISON BUILDING, SUITE 1214
ATTENTION: CONNIE HALL
109 GOVERNOR STREET
RICHMOND, VA 23219

Note: This Public Body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4310A or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

All inquiries for program specific information should be submitted in writing to: Paul Sharpe, Office of Emergency Medical Services, email – Paul.Sharpe@vdh.virginia.gov. Questions are due by **5:00 p.m. (EST) on January 9, 2009**. Questions received after that date may not be answered. Answer will be given via an addendum posted at the same location as the original RFP. All other inquiries should be directed to, Connie L. Hall, Office of Purchasing and General Services, who may be reached at (804) 864-7539.

In order for proposals to be considered, this cover page and pricing must be submitted to the Agency.

In Compliance With This Request For Proposals And To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees to Furnish The Goods/Services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

A mandatory pre-proposal conference will be held at **10:00 a.m. (EST) on January 22, 2008**. NO ONE WILL BE ADMITTED AFTER 10:00 a.m. Interested parties are requested to notify Ms. Wanda Street by Noon the day before, of their intention to participate at (804) 864-7643, email- wanda.street@vdh.virginia.gov.

Name And Address Of Firm:

Telephone Number: _____

Fed ID Number _____

Date: _____

By: _____

Name: _____

Title: _____

e-mail Address: _____

(Signature in Ink)

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of an Emergency Medical Services Registry by the Virginia Department of Health, Office of Emergency Medical Services (OEMS), an agency of the Commonwealth of Virginia.

This solution shall be based upon open internet standards, and will be used throughout the Commonwealth of Virginia for collection of pre-hospital data via a secure web-based portal.

This solution should be for use by the Virginia Department of Health (VDH), Office of Emergency Medical Services (OEMS) (as defined by § 2.2-4301 and referenced by § 2.2-4304 of the Code of Virginia). All potential suppliers should be aware that the VDH may need to conduct a security background check on any or all personnel involved in the implementation of this project.

As part of the VDH's on-going commitment to evaluate and improve processes and service delivery methods, the Agency is looking to the supplier community for quality and best-of-practice solutions. The goal of this initiative is to obtain current and relevant EMS data to assist the VDH in achieving its long-term planning goals.

Once the proposal data have been received and evaluated by the OEMS evaluation team, the team will be in the position to determine the best course of action. Although it is the intent of the VDH to accomplish substantial service improvements and cost efficiencies as the result of this project, the VDH may determine that no change is warranted at this time. While it is the objective of this project to select one prime solution provider, at the VDH's sole discretion, the Agency may decide to make one award, multiple awards, or none at all.

The scope included in the Office of Emergency Medical Services - EMSR is listed below:

EMSR Activity:

Application Software	Reporting capabilities
Application Implementation	Implementation and training

It is not necessary for a single supplier to be able to provide all requested services. Alliances between suppliers are acceptable. However, the VDH is interested in simplifying the process and having a single point of interface where possible.

Section III, sets forth the actual service/solution requirements in detail. Should the VDH decide to request proposals for additional areas of service, a separate RFP will be issued at a later date.

This RFP represents the best effort of the VDH to document the requirements for the OEMS-EMSR. The VDH reserves the right to adjust the specifications or scope of effort stated in this RFP. In the event that any modifications become necessary, writing by means of an amendment to this RFP will be posted on eVA.

II. BACKGROUND:

A. Overview

The VDH is dedicated to protecting and promoting the health of Virginians. The VDH is made up of a statewide central office located in the City of Richmond and 35 local health districts throughout the Commonwealth. These entities work together to promote healthy lifestyle choices that can combat chronic disease, to educate the public about emergency preparedness and threats to their health, and to track disease outbreaks in Virginia.

The OEMS is one of four offices under the Department Emergency Preparedness and Response (EP&R) within the VDH. The mission of the OEMS is to reduce death and disability resulting from sudden or serious injury and illness in the Commonwealth through planning and development of a comprehensive, coordinated statewide emergency medical services (EMS) system; and provision of other technical assistance and support to enable the EMS community to provide the highest quality emergency medical care possible to those in need.

The OEMS, as the designee of the VDH, is responsible under §32.1-116.1 of the *Code of Virginia (COV)* to establish and maintain an emergency medical services patient care information system. Under this section of the *COV* all Virginia Licensed EMS agencies are required to submit a minimum dataset. The *COV* mandates the data set include, but not be limited to, the nature of EMS call, response time, clinical assessment and treatment provided by the EMS response team. There are approximately one million submissions per year in the Commonwealth of Virginia.

In the interest of improving the quality of patient care and system development, the OEMS has signed a Memorandum of Agreement (MOA) with the National Emergency Medical Services Information System (NEMSIS) project. The NEMSIS project is an effort to establish a National EMS database that will contain data from local and State agencies from across the nation. The national database is being established as a means to improve patient care and EMS curriculum while defining metrics to measure the success of care provided. To ensure the success of the NEMSIS project, NEMSIS is funded by Federal Agencies such as the National Highway Traffic Safety Administration (NHTSA), the Health Resources Services Administration (HRSA), and the CDC (Centers for Disease Control and Prevention). In addition, many other federal agencies have given their support to the NEMSIS project.

B. Background

The Virginia EMS system is a very large and complex system of independent organizations, that includes a wide variety of EMS agencies and personnel, including volunteer and career providers functioning in volunteer rescue squads, municipal fire departments, commercial ambulance services, hospitals, and a number of other settings to enable the EMS community to provide the highest quality emergency medical care possible to those in need.

The OEMS states its mission as follows: To reduce death and disability resulting from sudden or serious injury and illness in the Commonwealth through planning and development of a comprehensive, coordinated statewide EMS system; and provision of other technical assistance and support to enable the EMS community to provide the highest quality emergency medical care possible to those in need.

In fulfilling that mission, the VDH, OEMS is responsible for collecting pre-hospital patient care data on EMS incidents within the Commonwealth of Virginia. The pre-hospital patient care data is essential for statewide planning and coordination to assure the availability of quality emergency medical care across the Commonwealth and to provide a more coordinated response in large scale or mass casualty events requiring resources from a large number of EMS agencies and personnel. The OEMS uses the pre-hospital patient care data to evaluate current processes and techniques to ensure a high level of care for the Commonwealth.

Pre-hospital patient care data is currently collected in the Commonwealth of Virginia using the Pre-hospital Patient Care Reporting System (PPCR). In its eight years the PPCR system has evolved into a database with disparate tables of information that are not amenable to cross-system querying. As a result, the PPCR program has become insufficient in meeting the long-term goals of the OEMS.

The PPCR system has been identified not only internally as not meeting the long-term vision of the VDH, but also by two separate Joint Legislative Audit and Review Commissions (JLARC) reports. In addition, the current system does not account for most of the data requirements as set forth in the NHTSA data standard.

In achieving the long-term vision and goals of the VDH, the OEMS has identified a need for a more robust and Web based application that will provide all Virginia certified EMS personnel, agencies, and hospitals with the systems functionality listed in this RFP document.

C. Present Situation

The VDH has been granted approval from the Virginia Information Technology Agency (VITA) to begin project development for the procurement of a statewide, web-based data collection tool that will modernize the technology used to collect EMS data and encourage the use of electronic medical record technology (electronic patient care reporting or ePCR) and decrease the dependency on the current paper based system.

A goal of the proposed EMS Registry by moving to a web based data collection tool is to enable submissions to be entered directly into the database decreasing the time that data is available for analysis. Decreasing the period that data is available will allow for active surveillance and improved evidence based decision making. The EMS Registry will have an open scalable architecture and support standards, which are key to streamlined processing and data exchange. The EMS Registry will further provide a secure method of collecting pre-hospital data, extracting existing data, and exporting or sharing data for strategic planning and process improvement initiatives. By upgrading the technology used by utilizing a web based program will provide higher quality data collection. While upgrading the technology used with this database, the OEMS will upgrade the dataset to the most recent NHTSA EMS dataset and create a more patient care focused dataset compared to the past response oriented dataset.

III. STATEMENT OF NEEDS:

A. Overview

In this RFP, the OEMS has identified requirements for a commercial off-the-shelf pre-hospital patient care data system.

The contractor shall provide all software, labor, supervision, tools, materials, training, and incidentals necessary to implement all mandatory items required in this RFP. The system shall be hosted on hardware managed by the Virginia Information Technology Agency (VITA) and it is mandatory to meet VITA's requirements.

Offerors must identify how they will meet each of the following requirements. Proposals should use the columns beside the requirement to respond to each item. Should a requirement consist of several sections (for example, 27(a), (b), (c), etc.), the response should address each of the sections in the requirement. As such, the boxes may be expanded as necessary. If an item is covered elsewhere, an appropriate cross-reference should be included. It is intended that full responses be included in the box beside the requirement, but if this is not possible, and an attachment is necessary, the text box must reference the attachment.

The acceptable codes for Column A are as follows:

Y - "Yes" - You can fully meet the requirement as documented with your current application or proposed solution. Include documentation showing how you will fulfill the requirement, including any alliances with other suppliers. Indicate in Column B a cross-reference to the appropriate section or attachment of your proposal.

F - "Yes, Future" - You will be able to fully meet this requirement in the near (not longer than twelve months) future. Provide a proposed start date, completion date, and any additional costs associated with the development of the requirement. Cross-reference any attached documentation in Column B.

N - "No" - You cannot meet the requirement and you have no firm plans within twelve months to be in the position to meet this need.

Note: A blank or NA in any box in column A will be interpreted by the VDH as an "N" response.

In a few instances, we have posed some open-ended questions in situations where the answer will not be a yes or no. Please provide a cross reference in Column B to allow the VDH to properly evaluate your proposal. The VDH requests that all cross referenced attachments to the proposal follow the order of requirements.

Any requirement marked with an **M** is a mandatory item – **the lack or omission of any of the Mandatory requirements will cause the proposal to be regarded as non-responsive.** For any requirement marked with an (M), for must have, the only acceptable response in column A is "Y". Responses of "N" or "F" will result in your proposal being excluded from consideration.

A. Mandatory Requirements

The Mandatory requirements / evaluation criteria are essential to have in order to be eligible to bid on this RFP. All responses of **YES** will require verification during the evaluation process.

The Statement of Needs section outlines the actual solution requirements of the different modules the OEMS is considering. Response in this section should reflect the contractor’s ability to provide a basic set of criteria to establish a functional statewide pre-hospital patient care data reporting system. The data system must have the ability to collect and use the data for the purpose of evaluating and improving Virginia’s EMS System.

Understanding the rapidly growing technology involved in the delivery of EMS, the system shall have certain “modules” available to discourage the need for disparate systems and allow for further growth of the EMS data collection system and for use by EMS agencies that have technology needs above, the basic State provided system used for data collection. Additional modules shall be made available at each agency’s request and expense as it suits the needs of their organization. The contractor will have modules on the resultant State contract as requested by OEMS to allow agencies to receive the other products at pre negotiated rates. A state contract will be posted on the Electronic Virginia (eVA) Procurement Website. The contractor must be a registered vendor with eVA at the time of contract award (refer to section III, V).

Also, understanding the vast amount of technology used in the delivery of EMS, the contractor shall demonstrate and make the program capable of accommodating other (commercial or homegrown) systems already invested in by EMS agencies in Virginia. The contractor will provide an interface to be used for the collection of flat files from other programs. There should be no additional cost for receiving data from other software programs provided they meet the current NHTSA XML and XSD requirements. Mapping information should be available at no cost for use by other programs to create their own export tool to submit to the Virginia EMS database. Offeror costs should include for the contractor to provide an export tool for other programs wishing to submit to the Virginia EMS database.

This section is to establish what is minimally expected by the contractor as to functional features that are desired by the OEMS. These requirements are provided to give the contractor a sense of what the OEMS requirements are. It is by no means to be construed as a complete requirements statement, nor does it relieve the contractor from conducting an open and comprehensive requirements analysis.

Mandatory Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
A	The solution offered must have achieved and maintain a status of NEMSIS Gold Compliance. (M)		
B	The solution offered will be capable of being provided as: a fully hosted solution, using dedicated lines, dedicated hardware, a fully in-house (Commonwealth internal network) solution or any combination of these solutions. Describe how your solution meets this requirement.		
C	The system must be an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize developments and customization considerations. (M)		
	The solution offered must be a web based data collection, analysis, and reporting tool accessible by multiple levels of users based on assigned role codes. (M)		

D	The solution must have the ability for its owners to access data by ODBC, canned reports, and ad-hoc reports. The canned reports feature should be able to be updated, at a minimum, by the OEMS. (M)		
E	Users (EMS agencies) will have independent access to their own data.		
F	The offeror will have as a component an electronic patient care reporting (ePCR) program that OEMS can freely distribute to Virginia licensed EMS agencies as they choose move to ePCR.		
G	The offeror must provide technical support for its data collection, analysis and reporting tool Monday – Friday 8:00 a.m. – 5:00 p.m. EST, excluding federal/state holidays. (M) 24/7 support for ePCR users is preferred.		
H	An implementation plan must be provided for installation, testing and implementation. (M)		
I	A training plan must be provided describing in detail how users will be trained on any application provided by the Offeror on a statewide basis (M)		
J	To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system will <u>not</u> be based on proprietary technology. Does your solution meet this requirement?		
K	<u>Supplier accepts the statutorily mandated provisions at the following URL, including the contractual claims provision number 5 Payment (§2.2-4363 of the Code of Virginia):</u> <u>http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf</u> (M)		
L	The awarded vendor's system and its network requirements must be able to conform to the following Commonwealth of Virginia Security Policies, Standards, and Procedures, and Federal HHS HIPAA Security Requirements: (M)		
	i. Commonwealth of Virginia - Information Technology Security Standard (COV ITRM Standard SEC2001-01.1) VDH SEC IT Security Policy VDH SEC Firewall and VPN Policy VDH SEC Security and Architectural Review Policy 45 CFR Department of Health and Human Services (M)		
	ii. <u>Commonwealth of Virginia policies may be found on the VITA web site, http://www.vita.virginia.gov</u> (M)		

B. Business Requirements

The Business Requirements include meeting the Commonwealth of Virginia’s Information Technology and Standards and the overall vision of the OEMS. Included in the business requirements is the conversion of legacy data. The OEMS estimates that there are approximately 4 million records that need to be mapped and converted to the most current NHTSA approved dataset. Currently, the OEMS is collecting pre-hospital patient care data using version 1 of the NHTSA dataset.

Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
Business Requirements			
1	<u>Supplier accepts the statutorily mandated provisions at the following URL, including the contractual claims provision number 5 Payment (§2.2-4363 of the Code of Virginia):</u> http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf (M)		
2	The system must be an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize development and customization considerations. (M)		
3	The awarded contractor must provide a list, to include point of contact information of experiences deploying an application to a similar size and type of system. (M) Experience deploying an application for a governmental entity is preferred.		
4	To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network’s configuration, the system must not be based on proprietary technology. (M)		
5	The contractor will implement, and turn over to the OEMS, a fully functional Pre-hospital collection and reporting system in accordance with the provisions and requirements set forth in this and subsequent documents. The contractor will ensure that by the turnover phase of the contract, the Pre-hospital data collection and reporting system will meet all functional and performance standards established by the OEMS.		
6	The applications (State reporting application and ePCR application) must be easily and inexpensively deployable to all Virginia Licensed EMS agencies through a bulk licensing agreement.		
7	The contractor must provide a minimum of one (1) year warranty after acceptance of final software application, and be willing to correct problems in a timely manner that is acceptable to OEMS, with unmodified code/components at no cost to the OEMS. (M)		
8	Authorized Users must be able to perform self maintenance to keep their profile up to date. (M)		
9	Maintenance support should include new versions, upgrades, security updates, and patches that are issued during the term of the contract. (M)		

10	Define present and future training costs associated with maintenance of the internet-based application.		
11	Provide examples of the User Manuals for administrators and end users. (M)		
12	Provide examples of the documentation for technical systems		
13	Provide examples of on screen help. (M)		
14	Training materials should include both general overview on concepts, and detailed hands on exercises.		
15	Vendor is responsible for the legacy data conversion of the existing Virginia EMS database, which is "based" on the National Highway Traffic Safety Administration (NHTSA) version 1 to the most current version of the NHTSA / NEMSIS dataset (Approx 4 million records).		

C. Change Management Requirements

Implementation Plan - the OEMS is looking to the Offeror to provide a Virginia EMS system specific detailed implementation plan for their solution as part of the response to this RFP. The plan needs to provide a timeline and implementation method that is both achievable and realistic in implementing the solution within the Virginia EMS system. The plan must include all aspects of implementing a statewide EMS data collection tool to a “go live” status to include, but not be limited to infrastructure requirements (e.g., hardware, applications, operating software, network), database establishment, distribution of software/access, roll out, communication of change management, etc. The plan must identify what resources are to be provided by the supplier and what resources will be required by the OEMS (work breakdown structure). Supplier costs for implementation should be included in the financial information included in this RFP.

Training Plan - although one of the primary requirements of this application is that it must be user friendly and easily navigated by non-technical users, there may still be some training requirements for both the end-user community and the OEMS staff. It will be the responsibility of the contractor to develop a **comprehensive training program** that will be presented and turned over to the OEMS staff. At a minimum, the training program shall have a visual presentation and written component free to be duplicated and distributed by the OEMS for those who will then train the statewide EMS community. As stated earlier in this document easy-to-use help tools are expected to be part of the design and development of the application. The plan must identify what resources are to be provided by the supplier and what resources will be required by the OEMS. Supplier costs for implementation should be included in the financial information included in this RFP.

Project Documentation – the Offeror will provide complete project documentation (flow diagrams, charts, word documents etc.) for the project life cycle in current UML standards.

Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
Change Management Requirements			
16	The offeror must provide an implementation plan that includes how the application will be installed, testing and implementation on both the database level and by end users statewide. The implementation plan will detail what the scope of work for implementation for the offeror and the OEMS. (M)		
17	The implementation plan must include a work breakdown structure (WBS) for installation, testing, and implementation. (M)		
18	The offeror must provide a training plan detailing how education will be provided to the statewide users. The training plan will detail what the WBS will be for the offeror and the OEMS to train all levels of users. (M)		
19	The portion of the training program proposed that becomes the Offerors responsibility must consider the ongoing training needs of the system to include new users, training for upgrades, users that are assigned new roles, etc. (M)		

D. System Requirements

The following system requirements are recommended / mandatory for the optimal use and performance of the system.

Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
System Requirements			
20	The application must be a data collection tool capable of collecting and analyzing an EMS dataset. The application at minimum must allow for users to enter data via a Web based desktop system, and/or utilize electronic patient care reporting technology. (M)		
21	The solution offered must have achieved and maintain throughout the life of the contract, unless otherwise agreed upon in writing, NEMSIS Gold Compliance status. NEMSIS Gold Compliance is defined as providing the most current NHTSA EMS dataset, XML schema and XSDs. (M)		
22	The application must use the most current		

	Version of the NHTSA Dataset and its specific definitions/variables. (M)		
23	The application must use the most current Version of the NHTSA XSD standard to send and receive data. (M)		
24	The application must include the entire NEMSIS NHTSA data set. (M)		
25	The application must be able to utilize the entire NHTSA / NEMSIS XML structure. (M)		
26	The contractor will provide a fully functional administration tool for the application that allows the OEMS to manage/maintain the application for the statewide EMS community. (M)		
27	The administration tool must include the capability to activate/inactivate each of the fields that will be used in the application. (M)		
28	The administration tool must include the capability to modify the dataset above/beyond the NEMSIS dataset without compromising NEMSIS compliance. (M)		
29	The application must support additional user definable data elements as seen necessary by the OEMS or EMS agencies (user ID, password, CardCode, etc.). (M)		
30	Has an integrated method to ensure data submitted by an EMS agency is valid (i.e. is tested against the NHTSA/NEMSIS standard at the user interface level).		
31	The application will utilize probabilistic back-end data linkages to prevent the duplication of pre-hospital EMS data by multiple agencies (NOTE: A patient ID is not a suitable key for this application).		
32	The application will provide multiple logic checks and edits on data fields to ensure data integrity.		
33	Can be accessed by any authorized user via the Internet. Should be able to be accessed by average EMS users. (M)		
34	Operates efficiently with all levels and types of Internet connections from dial up to broadband. (M)		
35	The application must be compatible with MS Windows 2000 and later / XP / Vista server/operating systems. (M)		
36	The application should be scalable and have a standard that can be expanded to		

	encompass future data systems.		
37	The contractor will provide a web-based user interface/application, it must meet the following requirements: (M including subsections)		
	I. It must be compatible with multiple web browsers, including but not limited to, MS Internet Explorer, Netscape Navigator, AOL, Opera, yahoo, Mozilla, Firefox, among other mainstream browsers. (M)		
	II. It must be capable of providing 128-bit SSL encryption, (M)		
	III. it must be built on current J2EE standards, (M)		
	IV. 90% of the back-end processes and validations must be handled by the server, (M)		
	V. GUI pages will contain minimal JavaScript. (M)		
38	The application must be able to handle multiple users at one time with no record locking. Offerors should document their ability to manage Virginia's volume across various internet access speeds as they would want to be noted in the final contract. The offeror should also state what hardware requirements it has to achieve this and other objectives. (M)		
39	It is the intention of the OEMS to serve this application on a SQL server(s).		
40	The application must provide multiple levels of user access based on login. (M)		
41	The application must have the ability to import and export data from other data collection systems if those applications utilize the most recent NHTSA EMS XML and XSD's. (M including sub-sections)		
	I. The offeror must provide at no additional cost the ability to receive and load data into the database with the same level of quality checks from other data collection applications as this application offers. (invalid or incomplete data should be prevented from entering the state database), (M)		
	II. The offeror is only required to receive data that also meets the technical format prescribed by the current NHTSA EMS database XML and XSD's, (M)		
	III. The offeror must make available the technical information needed for other programs to be able to "map" their data		

	to the state database (i.e. CSV to XML etc.), (M)		
	IV. The offeror must make available the service and cost of performing mapping for other programs. (M)		
42	The program must be optimized to allow for fast screen re-draws. Offerors will document their ability to manage Virginia's volume across various internet access speeds as they would want to be noted in the final contract. (M)		
43	The application must have the ability to quickly, easily, and securely send data to a central EMS database for collection and reporting in a real time capacity. (M)		
44	The application will provide a user friendly and easily navigated Graphical User Interface.		
45	Maintenance, new versions, upgrades, security updates, and patches must be easily deployable and preferably via an internet interface. (M)		

E. Security Requirements

The awarded system and its network requirements must be able to conform to the Commonwealth of Virginia Security Policies, Standards, and Procedures, as well as, Federal HHS HIPAA Security Requirements.

VITA Security Requirements

The supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to the supplier's operation. The supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to the supplier's operation and which have been supplied to the supplier by such Authorized User. The supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of the supplier's employees or agents. The supplier may, at any time, be required to execute and complete, for each individual the supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by the supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the supplier or an employee or agent of the supplier shall constitute a breach of this Contract.

Federal Health and Human Services / HIPAA Security Requirements

Suppliers also agree to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The *Standards for Privacy of Individually Identifiable Health Information* ("Privacy Rule") establishes, for the first time, a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services

(“HHS”) issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The Privacy Rule standards address the use and disclosure of individuals’ health information—called “protected health information” by organizations subject to the Privacy Rule — called “covered entities,” as well as standards for individuals’ privacy rights to understand and control how their health information is used. Within HHS, the Office for Civil Rights (“OCR”) has responsibility for implementing and enforcing the Privacy Rule with respect to voluntary compliance activities and civil money penalties.

Further detail on the HIPAA security requirements and for other additional helpful information about how it applies, can be found at <http://www.hhs.gov/ocr/hipaa>.

Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
Security Requirements			
46	Commonwealth of Virginia - Information Technology Security Standard (COV ITRM Standard SEC2001-01.1) VDH SEC IT Security Policy VDH SEC Firewall and VPN Policy VDH SEC Security and Architectural Review Policy 45 CFR Department of Health and Human Services. (M)		
47	Does the solution offered provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)? (M)		
48	Does the solution also affect how a recipient’s substitute gains access (or not) to data?		
49	The application must provide complete audit trail information. (M)		
50	The awarded system and its network requirements must be able to conform to the following Commonwealth of Virginia Security Policies, Standards, and Procedures, and Federal HHS HIPAA Security Requirements. (M)		
51	Meets or exceeds all applicable standards for privacy and security including, but not limited to HIPAA. System must be HIPAA compliant in both privacy rules and accepted data formats. Must also include procedures for safeguarding the system from unauthorized modification to the application programs and the data contained in the		

	application. (M)		
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F. Support Requirements

In addition, the offeror needs to outline their support and maintenance plan identifying the resources provided by the offeror and the resources to be provided by VDH/OEMS, in addition to meeting the below requirements.

Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
Support Requirements			
52	An on-line help “user’s guide” should be implemented with the system(s).		
53	The offeror must provide technical support for its data collection, analysis and reporting tool Monday – Friday 8:00 a.m. – 5:00 p.m. EST, excluding federal/state holidays. (M) 24/7 support for ePCR users is preferred		
54	Support for non-ePCR users should be available at minimum during regular business hours (Virginia time zone). (M)		
55	Support should be offered via multi forms of communication to include:		
	I. Toll free telephone line,		
	II. E-mail,		
	III. Live on-line support,		
	IV. On-line knowledge base support.		
56	The application must provide easy to use help tools/dictionary with a key word search capability (wild card searches are not considered user friendly).		

G. Reporting and Operational Features:

Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
Reporting and Operational Requirements			
57	Contains an integrated method of communication between system administrators and end users within Virginia. (M)		
58	Does the system log a non-received message in the real time records management system as unable to pass the message data to the substitute? (M)		
59	Does the solution provide for references or a "knowledge base"?		
60	The application must be able to quickly, easily, and securely access and appropriately display previously stored data from the central EMS database in a real-time capacity. (M)		
61	The Web-based application will provide a relational database connectivity that will allow for robust analysis of data including predetermined reports, but also allow for detailed statistical analysis and querying of data for future or novel areas of interest which would support EMS in improving the delivery of pre-hospital care, improved funding, or resources allocation:		
	I. Basic data transactions and queries that can be handled by most relational database management systems (RDBMS),		
	II. Multidimensional queries for data analysis and complex reporting over multiyear periods.		
62	Allows for dynamic and customized analysis without additional programming (flexibility in analysis).		
63	The application contains a data mining tool for the administrative level users.		
64	Allow approved users to generate statistical information from the aggregate EMS data, through an Internet-based query tool. The OEMS shall be able to determine user levels for this query tool without the need for additional programming.		

65	Does the solution provide for both canned reports as well as ad hoc reporting?		
66	The application must have a performance improvement (PI) component capable of being used at the individual agency level and must include the ability to: (M)		
	I. Customize QA/PI projects,		
	II. Review patient documentation,		
	III. Perform call reviews,		
	IV. Multi-level user levels specific to PI (i.e. peer review, agency leadership, and medical director),		
	V. Have the ability to document and report PI within the component.		
67	Does the system allow real time, on screen monitoring of all details of an ongoing call out?		
68	The system should provide a selection of multiple standard reports during a call out or at the end of a call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:		
	I. Overview of current call out by groups and individuals,		
	II. Details of current call out by groups and individual,		
	III. Summary of individuals who have not responded.		
69	Does the system allow for data to be exported to an outside analysis tool (.i.e. SPSS, SAS, Access, Excel) via an ODBC or similar connection? If so, what tools? (M)		
70	Does the system allow for both canned and ad hoc reports at both the agency level and a statewide level based on log-in access?		
71	Does the system allow for the development of new canned reports in-house without having to contact the vendor?		
72	Does the system have the ability to create and alter tables and views in the reporting database?		
73	Does the proposed system have the ability to operate on both production servers and querying servers in order to minimize server slow down during peak usage times?		
74	The system should allow for multiple methods of incident reporting within the same incident. Such as point and click, pull down menus and narratives.		

75	ePCR package must be able to be hosted on multiple mobile devices including but not limited to laptops and notebooks. (M)		
76	Does your ePCR package provide anatomical diagrams for incident tracking and reporting?		
77	ePCR/ability to have a paperless patient care reporting program:		
	I. An ePCR module should have the ability to submit data to the state database directly,		
	II. Contains an integrated method of communication between system administrators and end users within Virginia,		
	III. The application will be easily navigated, such that a certified paramedic can complete a Patient Care Report, including Advanced Life Support documentation, within a twenty (20) - minute time limit.		
78	ePCR package will include touch screen technology, handwriting recognition, and signature feature.		
79	ePCR package will have a GUI that individual agencies at a minimum can customize/modify/configure to allow the program to follow the natural progression of EMS incidents or business logic for their agency.		
80	The offeror must have a solution that provides patient care documentation to be provided to the receiving hospital at the time of transfer of care. Details of how this will be accomplished with the application being offered and any requirements that the state will be required to put into place to achieve this objective. (M)		
81	Agencies that choose to use the ePCR component should have the ability to reproduce single reports as they would with stored paper PCR's. (M)		
82	ePCR component must include an interface for electronic medical equipment such as cardiac monitors, automated external defibrillators etc. (M)		

H. Modules / Components available for purchase by EMS Agencies

The contractor’s demonstrated ability to understand the rapidly growing evolution in the delivery of EMS is very important in the procurement process. The contractor’s solution shall have certain “modules” available to allow for further growth of the EMS data collection system. These modules will be available for use by EMS agencies that have needs greater than the base State system that makes up the statewide data collection system. These additional modules shall be made available at the request and expense of the EMS agencies based on their organization’s needs.

The OEMS intends to expand its data collection system to assist in other options such as patient tracking, knowledge base, hospital interface, census tracking, certification tracking, geo mapping and the ability to communicate with remote users.

Evaluation Criteria		Column A	Column B
No.	Must Have (M) Criteria	Can you provide: Yes, No , Future	Comments or Reference
Modules Available for Purchase by EMS Agencies			
83	Emergency Management component that includes: (M)		
	I. Patient tracking on-scene, during transportation and at facility.		
	II. Include the ability to customize facilities to allow for tracking outside hospitals,		
	III. Document care rendered including customizable treatments that may be added to respond to the event i.e. inoculations,		
	IV. MCI management,		
	V. Deployed wirelessly.		
84	Certification tracking. (M)		
85	Independent hospital status package that includes the ability to monitor multi level diversion status (full, cardiac, OB, etc.) (M)		
86	Component capable of meeting the needs of EMS agencies that charge a fee for service (billing) in-house or using a third party vendor. (M)		
87	There should be a component available to agencies that utilize ePCR to have the ability to accept data from CAD system into a run report.		
88	A component for agencies that choose to utilize GPS and/or GIS technology with ePCR. (M)		
89	Module capable of monitoring inventory based on data input into state database or e-PCR module.		
90	Module capable of managing vehicle maintenance.		

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

- A. GENERAL INSTRUCTIONS: This section is used to inform the potential Offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the Offerors, etc. To reduce administrative burden and costs, request enough copies so that each evaluator is provided a copy.
1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original hard copy with signatures and ten (10) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
 2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in 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. It is also helpful to cite the paragraph number, sub-letter, 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 sub-letter 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 Offerors' 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.

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.

B. **SPECIFIC PROPOSAL INSTRUCTIONS**: “Proposals should be as thorough and detailed as possible so that the Virginia Department of Health, Office of Emergency Medical Services 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 Attachment A 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. Specific plans for providing the proposed goods/services including:
 - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
 - b. What, when and how the service will be performed.
 - c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
5. Proposed Price. Indicate in the pricing schedule, Section VII of the RFP, if provided.
6. Small Business Subcontracting Plan, Attachment B – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE 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.
7. To ensure timely and adequate consideration of your proposal, **offers are to limit all contact**, whether verbal or written, pertaining to this RFP, to Mr. Paul Sharpe for the duration of this proposal process. Failure to do so will compound the complexity of this project and may jeopardize further consideration of supplier's proposal.

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA:** “Proposals shall be evaluated by the Virginia Department of Health, Office of Emergency Medical Services, using the following criteria:”

OEMS will utilize a phased review process for the EMS Registry RFP process. The three phases of evaluation will be:

Phase 1: each proposal will be evaluated to determine whether it meets the proposal preparation and submission instructions in section IV of the RFP. This phase will be pass or fail and any proposal failing to meet the requirements stated in section IV will be subject to immediate disqualification without further review. All proposals meeting the proposal preparation and submission instructions will be given to the evaluation team.

Phase 2: the evaluation team will perform a review of the technical portion(s) of the RFP. The technical review will include that all mandatory requirements are present and if they are not then the proposal may be disqualified. The technical review will also include scoring the technical aspects of the proposals to contribute to the overall percentage assigned for the technical ability score.

Phase 3: proposals that are deemed eligible in phases one and two will be reviewed by the evaluation team to score the business, training and implementation plans, qualifications and experience, and cost proposal portions of the RFP. The business review will also include scoring the business aspects of the proposals to contribute to the overall percentage assigned for the business requirements score.

Each area reviewed will contribute to the overall RFP score as noted in the table below:

Description	Points
Quality of equipment and suitability for the intended purpose	25
Experience and qualifications of personnel in providing goods	20
Price	20
Small Business Subcontracting Plan	20
Maintenance Support	10
Scope and suitability of training offered to State personnel	05
TOTAL	100

- B. AWARD OF CONTRACT:** 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.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A.** “The contractor shall provide the following documentation to Paul Sharpe, Contract Administrator, for approval by the agency” within the first fourteen (14) days after the award of the contract. The

documents will be provided in the Virginia Information Technology Agency (VITA) format or at the very least provide the same information.

1. Finalized Implementation Plan
 2. Finalized Training Plan
- B.** “The contractor shall provide a Weekly progress report to Paul Sharpe, Contract Administrator outlining the following:”
1. The specific accomplishments achieved during the reporting period.
 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 3. The projected completion dates for the remaining specific tasks required by the contract.
- C.** “The contractor shall provide within fourteen (14) days of request’ the following documents in the VITA format or at the very least provide the same information.”
1. Work Breakdown Structure
 2. Activity Definition and Sequencing report
 3. Resource Plan
 4. Project Schedule
 5. Risk Management Plan
 6. Communications Plan
 7. Testing Plan
 8. Change and Configuration Management Plan
- D.** “Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final closeout report to Paul Sharpe, Contract Administrator.”
1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- E.** “At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to Paul Sharpe, Contract Administrator. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.”

- F. “On or before the date specified in the contract, a final report shall be delivered to Paul Sharpe, Contract Administrator, for its approval. The contractor shall furnish a final report in electronic format in word document format
- G. “The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency.”
- H. See 3.10 h. outlining requirements for a Small Business Subcontracting Plan in solicitations where the prime contract is in excess of \$100,000. Prime contractors are required to complete Annex 7-G which should be attached to the RFP solicitation. For competitive negotiation, the Small Business Subcontracting Plan shall be used as one of the evaluation criteria. A DMBE-certified small business who serves as prime contractor will receive full credit for subcontracting for work performed by such prime. See Appendix B, Section II, 36 for the special term and condition that may be included in RFPs requiring the contractor to provide evidence of compliance with this requirement. Receipt of a small business subcontracting plan may be a condition of the award and if so, a requirement for a report from the prime contractor must be stated in the solicitation indicating the frequency of the report required in the contract.

VII. PREPROPOSAL CONFERENCE: A mandatory preproposal conference will be at 10:00 a.m. Thursday, January 22, 2009 at the Virginia Department of Health, 109 Governor St. Richmond, VA 23219, in the Office of Emergency Medical Services conference room, suite UB-55. 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 pre-proposal conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster. No one will be admitted after 10:00 a. m.

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

Questions should be submitted in writing (via e-mail, fax, or mail) to Mr. Paul Sharpe by January 9, 2009 to be covered during the Pre-Proposal conference. Interested parties are requested to notify Wanda Street (wanda.street@vdh.virginia.gov) by Noon the day before, of their intention to participate. Any changes or substantive clarifications to the RFP would be issued in the form of an Addendum, and be posted on the web and sent to all conference attendees and inquirers. Interested parties not attending the optional pre-proposal conference may request to be placed on a mailing list for any announcements and addenda.

VIII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS 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.dgs.state.va.us/dps under “Manuals.”
- 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:
 - a. 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.
 - b. 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.
 - c. 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, offerors 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 offeror, 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 submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- 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:** Paragraphs A-J of these General Terms and Conditions 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 offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror 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 scope of the contract. An 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. 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. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K
- R. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. 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.
 2. Employer's Liability - \$100,000.
 3. 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.
 4. Automobile Liability - \$1,000,000 per occurrence.
- S. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- T. 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.

- U. 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 bidder or 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.
- V. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 3. For orders prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- W. 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.
- X. INDEPENDENT CONTRACTOR:** When providing the services specified under this contract the Contractor shall not be deemed an “employee” or “agent” of the Virginia Department of Health. The Contractor shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements which are customary in the industry. In addition, the Contractor certifies that they are not an employee, nor do they currently employ employees of the Virginia Department of Health.
- Y. CONFIDENTIALITY:**
1. 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.

2. **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.

IX. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Commonwealth of Virginia or any agency or institution of the Commonwealth will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services, and the contractor shall not include Commonwealth of Virginia or any agency or institution of the Commonwealth in any client list in advertising and promotional materials.
- 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. **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.
- D. **BEST AND FINAL OFFER (BAFO)**: At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- E. **PROPOSAL ACCEPTANCE PERIOD**: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- F. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the

contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

H. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder/Offeror	_____	_____
_____	601:517-09-102	_____
Street or Box Number	IFB No./RFP No.	
_____	Emergency	Medical
City, State, Zip Code	IFB/RFP Title	Services Registry

Name of Contract/Purchase Officer or Buyer _____ Connie L. Hall

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or 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 bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

I. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or 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 DMBE 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 provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE 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 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 DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information:
 - a. Name of firm,
 - b. Phone number,
 - c. Total dollar amount subcontracted, and
 - d. Type of product or service provided.

J. MANDATORY PREPROPOSAL CONFERENCE: A mandatory pre-proposal conference will be at **10:00 a.m. Thursday, January 22, 2009** at the Virginia Department of Health, 109 Governor St. Richmond, VA 23219. This mandatory conference will be held in the Office of Emergency Medical Services conference room, Suite UB-55. 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 10:00 a. m

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

K. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

L. REFERENCES: Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

M. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for three (3) successive one year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Good and Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- N. 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.
- O. WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- P. eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

- Q. 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 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.
- R. 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.
- S. DEMONSTRATIONS:** By submitting a proposal, the offeror certifies that the specified equipment 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 bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.

- T. 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 3 days following the request for replacement.
- U. LIMITATION OF USE:** The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.
- V. MAINTENANCE:** Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to three (3) additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the Commonwealth in writing at least 90 days prior to expiration of the existing maintenance period.
- W. QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- X. 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 one-year period(s), under the terms and conditions of the original contract except as noted herein. 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 Other Goods and 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.
- Y. 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.

Z. 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.

AA. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or 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.

BB. 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.

CC. WARRANTY OF SOFTWARE: The contractor warrants the operation of all software products for a period of 12months from the date of acceptance. During the warranty period, the contractor shall provide ___ hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within hours of initial notification.

X. METHOD OF PAYMENT:

The Contractor shall be paid on the basis of invoices submitted. Invoices should be submitted not later than the 10th of the month following the month services were rendered, identify task per the pricing schedule, cite the contract number assigned to the contract, and be submitted to the following address:

Virginia Department of Health
Office of Emergency Medical Services
ATTN: Fiscal Section
P.O. Box 2448
Richmond, VA 23218-2448

XI. PRICING SCHEDULE:

The Offeror shall propose a pricing schedule using the below format which is not all inclusive. Items/products can be added to this list. The pricing schedule should relate to the products, major deliverables and/or milestones.

The Offeror shall place the proposed Pricing Schedule in the RFP Response Package.

Description	Unit Price	Unit of Issue	Extended Price
Software & Licenses:			
Application Modules (optional modules) ¹ :			
ePCR module			
Billing module			
Emergency Management module			
Patient Tracking module			
Certification Tracking module			
Hospital Status module			
GPS/GIS module			
Inventory module			
Vehicle maintenance module			
Data Mining Tools:			
Mapping Tools:			
Implementation & Training Costs:			
Technical Support			
Monday – Friday			
ePCR 24/7			
Maintenance & Upgrades:			

Note: Optional Modules¹ may be purchased by the individual EMS agency

XII. ATTACHMENTS:

- A. Offeror Data Sheet
- B. SWAM Utilization Plan

**Attachment B:
SWAM (Small, Women and Minority-owned Businesses) Utilization Plan**

Offeror Name: _____ **Preparer Name:** _____
Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program. **For purposes of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.**

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

1. Plans for utilization of SWAM Businesses					
SWAM Business Name & Address	SWAM Status: Small (S), Women (W), Minority (M) & DMBE Certif. # & Date	Contact Person, Tele. & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					