



EASTERN VIRGINIA MEDICAL SCHOOL
MATERIALS MANAGEMENT

REQUEST FOR PROPOSAL (RFP)
SECURITY CAMERA SYSTEM UPGRADE

EASTERN VIRGINIA MEDICAL SCHOOL

REQUEST FOR PROPOSAL (RFP)

RFP Number: EVMS DIGITALVIDEO17-101
(INTERNAL REFERENCE BV17-16)

Issue Date: APRIL 6, 2017 @ 9:00 AM EDT

Title: SECURITY CAMERA SYSTEM UPGRADE PILOT
PROJECT

Issuing Department: Eastern Virginia Medical School
Department of Materials Management
711 Southampton Avenue
Norfolk, Virginia 23510

Department and Location
Where Work Will Be Performed: EVMS Facilities/Police and Public Safety
Lester Hall – 1st Floor
651 Colley Avenue
Norfolk, VA 23507

Initial Period of Contract: From Award of Contract Through Completion of Project
including inspection and acceptance by EVMS.

Sealed Proposals Will be
Received Until: MAY 4, 2017 @ 2:00 PM EDT

Any addenda to this solicitation will be posted on the EVMS Internet web site at www.evms.edu
All inquiries for information should be directed, in writing, to the Contract Specialist, James Hawkins
via e-mail: hawkinjm@evms.edu or via fax: (757) 622-2109.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING DEPARTMENT SHOWN
ABOVE. IF PROPOSALS ARE HAND-DELIVERED, DELIVER TO: DEPARTMENT OF
MATERIALS MANAGEMENT, 711 SOUTHAMPTON AVENUE, NORFOLK, VA 23510.**

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby
incorporated by reference, the undersigned offers and agrees to furnish the goods/services in
accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Virginia Contractor's License No.: _____

Class: _____ Specialty Codes: _____

Name and Address of Firm:

Date: _____

By: _____

Signature (In Ink – I certify that I am authorized to sign this proposal)

Name (Please Print)

Title

_____ Zip Code: _____

Phone No.:

FEI/FIN No.: _____

Fax No.: _____

DUNS No.: _____

E-mail: _____

TABLE OF CONTENTS

	<u>PAGE</u>
I. Purpose	5
II. Background	5
III. Statement of Needs / Scope of Work	6
IV. Proposal Preparation And Submission Instructions	7 - 9
V. Evaluation, Negotiation And Award Criteria	9 - 10
VI. Reporting And Delivery Instructions	10
VII. General Terms And Conditions	11 - 17
VIII. Special Terms And Conditions	18 - 20
IX. Method of Payment	20
X. Attachments	20 - 28
A – Offeror RFP Certification	
B – Entity Data Sheet	
C – Contractor’s License and Insurance Information	
D – Small Business Subcontracting Plan	
E – Lester Hall floor plans with current and envisioned camera’s configurations	
F – Pricing Sheet	

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for a digital video system at Eastern Virginia Medical School, Lester Hall First Floor.

Eastern Virginia Medical School, is a public body and constituted as a governmental instrumentality for the dissemination of education in the Commonwealth of Virginia, hereinafter referred to as the Medical School.

II. BACKGROUND

Eastern Virginia Medical School (EVMS) was born of necessity in 1973, the result of a community-led effort to improve health care in a region then plagued with a severe shortage of physicians. Patients often had to leave the area in search of specialized care. Today, the region enjoys modern medical facilities and a full-range of medical specialties. As community leaders foresaw, EVMS was a catalyst for change, playing a key role in the region's medical renaissance through its commitment to education, research and patient care.

Education

EVMS offers a variety of graduate and doctoral degrees in the medical and health professions. Interest in all programs continues to grow. In the most recent year, EVMS received nearly 8,000 applications for 450 openings. The school now has 6,800 graduates who practice throughout Hampton Roads, across Virginia and around the globe. EVMS also provides specialty training for some 300 medical residents annually and offers Continuing Medical Education to thousands of health-care professionals practicing in the region.

Research

EVMS is the largest biomedical research institution in southeastern Virginia. More than 100 EVMS faculty members are engaged in basic and clinical research focused in areas where the community has pressing needs. Innovative research has brought EVMS to the forefront of groundbreaking discoveries — from the pioneering of in vitro fertilization in America, to the recognition of new cancer detection and treatment methods and innovative therapies for individuals suffering from the debilitating side effects of diabetes. We continually strive to enhance our research enterprise in order to improve the health of the people of Hampton Roads and beyond.

Patient Care

What once was one of the nation's most medically underserved communities is today a destination for people from around the country seeking the best available care. For the 1,500 people each day who receive high-quality, patient-centered care at more than 20 convenient EVMS Medical Group locations across the region, it equates to the best possible care, delivered with a healthy dose of compassion.

III. STATEMENT OF NEEDS / SCOPE OF WORK

The contractor shall design and install a flexible and fully integrated digital video system at the Medical School, Lester Hall, first floor, utilizing existing cable pathways to provide continuous high quality video surveillance to critical areas and the capability to integrate with access control (Identocard PremiSys) and emergency notification (METIS) systems.

The contractor shall furnish all labor and materials included in the proposal. In order to reduce the related costs, the Medical School is encouraging all offerors to consider using the existing coaxial cable infrastructure to transmit Ethernet over Coax.

A walk-through of Lester Hall building is available by sending a request to James Hawkins @ hawkinjm@evms.edu. The RFP number must be referenced in the subject line with the request in the body of the email.

Attachment E to this RFP contains the floor plans of Lester Hall first floor with current analog and envisioned digital configurations.

Attachment F – Pricing Sheet – is provided to quote on needed items. If an item is not listed, please indicate by writing it in along with quantity and cost. All cost quoted will be firm fixed for a minimum of five years, to include maintenance cost, software cost, etc.

The proposed digital video system should provide:

- A reliable, end-user friendly Video Management System with advertised image quality;
- Coverage of building's access points and floor critical areas;
- Integration with existing Emergency Notification (METIS) and access control (Identocard PremiSys) systems;
- Expandability with emerging technology;
- Enhanced improvements and capabilities to conduct operations and criminal investigations;
- Reduced operational, maintenance costs and number of licenses. To meet this requirement, the Medical School suggestion is to use a combination of IP dome and multi-sensor cameras with 360° and 180° panoramic views;
- Enhanced system security encryption;

Additional items to address:

- Software must be able to integrate with other components of the security structure such as: emergency notification, access control, 911, alarms, etc.;
- Please provide the network requirements for any software/hardware installed;
- EVMS expects to retain 30 days of video archives. Please provide technical specifications for the proposed server that should accommodate upgrades to the system and support up to 350 additional cameras, positioned in different locations within EVMS Campus.
- Proposed equipment must include licensing information and cost;
- Describe what the warranty is for each hardware component installed;
- Describe what preventive maintenance program is available for the proposed solution, along with annual cost;
- Any modifications to the building must first be approved by the EVMS Facilities Department;

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Instructions

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal along with an electronic copy of the proposal on a flash drive in both Microsoft Word and PDF format must be submitted to the Medical School. 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 department 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 department. Mandatory requirements are those required by law or regulation and 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 shall be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. 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 shall be repeated at the top of the next page. The proposal shall 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. All expenses involved with the preparation and submission of proposals to the Medical School, or any work performed in connection therewith, shall be borne by the offeror. No payment will be made for any responses received, nor for any other effort required of or made by the offeror(s) prior to commencement of work as defined by a contract approved by the Medical School.
 - g. Ownership of all data, materials, and documentation originated and prepared for EVMS pursuant to the RFP shall belong exclusively to EVMS and may be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA) unless a confidentiality or non-disclosure agreement is signed by the parties and the release of records would, at the sole discretion of EVMS, adversely affect the bargaining position of EVMS.
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 Medical School. 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 Department of Materials Management will schedule the time and location of these presentations. Oral presentations are an option of the purchasing department and may or may not be conducted.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Medical School 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, and completed attachments signed and filled out as required.
- 2. Entity Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP. See Attachment B.
- 3. Contractor must provide proof of insurance via a Certificate of Liability Insurance (COI) to the EVMS Materials Management Contract Specialist upon award of Contract.
- 4. Organizational Chart and Executive Summary
 - a. Provide an organizational chart illustrating the team structure and interrelationships, and provide an executive summary describing the roles and responsibilities of the team members.
- 5. Provide resumes for the key personnel for this project identified on the organizational chart. Each shall specifically address qualifications and experience relevant to this project.
- 6. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.

- b. Samples from similar projects within the last five (5) years.
 - c. What distinguishes your company from all other potential offerors?
7. Specific plans for providing the proposed goods/services including:
- a. List of proposed equipment / goods / software etc. including the type, operating parameters, illustrations, etc.
 - b. Detailed information about warranty of the proposed equipment, initial warranty of the system and optional annual service.
 - c. What, when and how the service will be performed.
 - d. Time frame for completion (if not otherwise specified by the Medical School in the Statement of Needs).
8. Offeror must address each item in the Statement of Work.
9. Offeror must provide three (3) references to include contact name, title, company name, email address, phone number and how long offeror has been doing business with that company. References from Higher Education, Medical/Health Centers, or Research Facilities are preferred.

V. EVALUATION, NEGOTIATION AND AWARD CRITERIA

A. Evaluation Criteria

	<u>Point Value</u>
1. Quality of proposed equipment and software and their suitability for the intended purpose.	20
2. Qualifications and experience of offerors in designing solutions to switch from analog video systems to digital.	20
3. Price to include the licenses for video management system and cameras.	20
4. Warranty (initial and optional), onsite training and technical support.	15
5. References from other clients.	15
6. Small, Woman or Minority Owned Status	<u>10</u>
Total	100

B. Negotiation: The Medical School may award a contract on the basis of initial offers received. Therefore, each initial offer should contain the offeror’s best price, service and terms. The Medical School reserves the right to enter contract negotiations with the selected offeror or offerors. If the Medical School and the offeror(s) do not agree to terms of a contract, the Medical School may elect to terminate negotiations and begin negotiating with the second best ranked offeror and so forth. This process will continue

until a contract has been executed, or, all proposals have been rejected. No offeror shall have any claims and/or rights against the Medical School arising from such negotiation and/or the proposal process.

- C. Award of Contract: Selection shall be made of one 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. Negotiations shall be conducted with the offeror(s) so selected. After negotiations have been conducted with each offeror so selected, the Medical School shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Medical School's decision of whether to make the award(s) and which proposal is in the best interest of the Medical School shall be final.

There is no obligation on the part of the Medical School to award the contract to the offeror who proposes the lowest cost. The Medical School reserves the right to award the contract to the offeror(s) whose proposal is deemed by the Medical School to be the most advantageous in meeting the specifications of the RFP.

Should the Medical School 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 and purchase order incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

It is the intent of the Medical School to award only one contract. The Medical School, however, reserves the right not to award any or to award multiple contracts, as deemed in the best interest of the Medical School.

The Medical School reserves and holds at its discretion the following additional rights and options:

1. To issue or not reissue subsequent Requests for Proposals;
2. Not to select a candidate from those submitting a proposal;
3. Not to negotiate a contract for any part of the work; and
4. To approve, disapprove, or cancel any or all work to be undertaken.

VI. REPORTING AND DELIVERY INSTRUCTIONS

- A. At the completion of the project, the Offeror must provide final technical drawings of all equipment, list of all equipment installed, user manuals, warranty information, data sheets, and other pertinent information in regards to the equipment. This information will be provided to the designated point of contact's' for EVMS which is to be determined.
- B. At least weekly, the Offeror must provide an updated schedule for work completed and work to be completed the following week. This information will be provided to the designated point of contact's' for EVMS which is to be determined.

- A. 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 contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. Anti-Discrimination: By submitting their proposals, offerors certify to the Medical School that they will conform to the provisions of the Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable. 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 may be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided.

In every contract, 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.
 2. The contract will include the provision of paragraph 1. above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- C. Ethics In Contracting: By submitting their proposal, 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 Medical School 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.
- D. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- E. 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. Also, offerors certify that they are not on the Department of Health and Human Services (HHS) and Office of Inspector General's (OIG) monthly list of excluded individuals/entities from providing medical services and supplies to Medicare, Medicaid or other federal health care program participants.

- F. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Medical School 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 Medical School under said contract.

- G. Mandatory Use of Terms and Conditions for RFPs: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Medical School reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

- H. Clarification of Terms: If any prospective offeror has questions about the specification 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.

- I. 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 purchase order number and the contract number.
 - 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 and services provided under this contract/purchase order, shall be billed by the contractor at the contract price, regardless of which department is being billed.
 - d. The date of postmark shall be deemed to be the date of payment in all cases where payment is made by mail.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and materials 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 Medical School 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 sixty (60) days of notification.

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Medical School for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the Medical School 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 Medical School, except for amounts withheld as stated in (ii) 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 Medical School.

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

K. Qualifications of Offerors: The Medical School 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 Medical School all such information and data for this purpose as may be requested. The Medical School reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Medical School further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Medical School 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.

L. Testing and Inspection: The Medical School reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- M. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Medical School.
- N. Changes to the Contract: Changes can be made to the contract in any of the following ways followed by a change order/revised purchase order:
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 Department 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 Department 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 Department'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 Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department 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 Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department.
- O. Disputes: 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 performance of the contract generally or with the changes ordered by the Purchasing Department.
- P. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Medical School, 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 Medical School may have.

Q. Taxes:

Sales to the Medical School 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 be free of excise or transportation taxes.

R. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Medical School, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Medical School to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. Transportation and Packaging:

By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number.

T. Insurance:

By signing and submitting a proposal under this solicitation, the 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 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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 Medical School 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 - \$1,000,000.
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 Medical School must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence.

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentist, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,800,000 per occurrence, \$3,000,000 aggregate
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. Announcement of Award: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Department of Materials Management will publicly post such notice in the Purchasing Department “Vendor Waiting Area” and on the EVMS Internet web site at www.evms.edu for a minimum of 10 days.

V. Drug-Free Workplace: During the performance of this contract, the contractor agrees to 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 purpose 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.

- W. Nondiscrimination of Contractors: An 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 or 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 Medical School 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 Medical School 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.
- X. Permits and Fees: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the Commonwealth of Virginia. The Offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- Y. OSHA STANDARDS: All contractors and subcontractors performing services for the Medical School are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this RFP.
- Z. Equal Employment Opportunity (EEO) Clause for Veterans: An offeror or contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- AA. Equal Employment Opportunity (EEO) Clause for Individuals with Disabilities: An offeror or contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- BB. Equal Employment Opportunity (EEO) Clause for Individuals based on Race, Color, Religion, Sex, or National Origin: An offeror or contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex, or national origin, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to their race, color, religion, sex, or national origin.

VIII. SPECIAL TERMS AND CONDITIONS

- A. Advertising: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Medical School will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Medical School has purchased or uses its products or services.
- 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 Medical School, whichever is sooner. The Medical School, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
- C. 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.
- D. Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are late and will not be considered. Letters of withdrawal received either after the proposal due date or time, or after contract date, whichever is applicable, are late and will not be considered.

- E. RFP Postponement/Cancellation: The Medical School may, at its sole and absolute discretion, reject any and all, or parts of any or all proposals; readvertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.
- F. Cancellation of Contract: The Medical School 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. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time

 City, State, Zip Code

 RFP Title

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 3 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- H. Indemnification: Contractor agrees to indemnify, defend and hold harmless the Medical School, 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 Medical School or to failure of the Medical School to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- I. Accuracy/Competition: By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may ultimately result in rejection of the proposal.

Furthermore, the Medical School has broad flexibility in fashioning the details of competition for this RFP. This may include conducting on-line Reverse Auctions for certain products within this RFP or setting price targets as part of follow-on negotiations in order to determine the prices that will be used to evaluate the pricing part of your proposal.

- J. Additional Cost: No service fees or additional costs will be invoiced to the Medical School by the contractor during the term of the contract except as allowed for in the contract.
- K. Bonds: By submitting a proposal, offerors confirm that the company and subcontractors involved in construction or facility improvements exceeding \$100,000 will provide the following:
1. A bid guarantee equivalent to five percent of bid price as assurance that the bidder upon acceptance of his bid, is able to execute such contractual documents as may be required within the time specified
 2. A performance bond on the part of the offeror for 100 percent of the contract price to secure fulfillment of all the offerors obligations under such contract
 3. A payment bond on the part of the offeror for 100 percent of the contract price

to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract

4. Bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States"

IX. METHOD OF PAYMENT

There will be two ways for payment to Contractor:

1. The Contractor will be paid by check based on invoices submitted to EVMS. The contractor shall submit invoices with payment due NET 30 days.
2. The Contractor will enroll in EVMS's ePayables option, once available. Once an invoice is approved for payment, an electronic remittance advice will be sent to the supplier by email or fax, instead of a check. Payments can be retrieved with EVMS's designated account number that will be assigned to the supplier.

Submit invoices to the following address: Eastern Virginia Medical School
Attn: Accounts Payable
PO Box 2020
Norfolk, Virginia 23501-2020

NO PAYMENTS WILL BE MADE UNTIL THE PROJECT IS INSPECTED AND SIGNED OFF BY AUTHORIZED EVMS PERSONNEL. THERE WILL BE NO DEPOSITS OR OTHER PARTIAL PAYMENTS MADE

X. ATTACHMENTS

- A – Offeror RFP Certification
- B – Entity Data Sheet
- C – Contractor's License and Insurance Information
- D – Small Business Subcontracting Plan
- E - Lester Hall floor plans with current and envisioned camera's configurations
- F – Pricing Sheet

ATTACHMENT A

Offeror RFP Certification

RFP Number:

Issue Date:

Project Title:

Name of Entity:

Street Address:

State/ Zip Code:

FEI/FIN No:

DUNS No:

By signing below, I hereby certify that:

1. I have the authority to submit the attached Proposal and am the authorized signatory for the entity listed above;
2. The terms and conditions of this RFP are accepted by the entity listed above and all good/services will be provided in accordance with the attached Proposal; and,
3. All information provided in the attached Proposal is true and correct to the best of my knowledge, information and belief.

Signature By: _____

Date: _____

Name:

Title:

Phone:

Fax:

E-mail:

ATTACHMENT B

Entity Data Sheet

Please complete the following information:

1. **Entity Name:** _____

Address: _____

2. **Signatory Name:
& Title** _____

3. **Primary Negotiation
Point of Contact**

Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

4. Is the entity registered in System for Award Management (SAM), formerly known as the Central Contractor Registration (CCR)? Registration in SAM is required under 2 CFR 25 unless the entity is exempt under 2 CFR 25.110.

Yes _____ No _____ Expiration Date: _____

5. **CAGE Number:** _____

6. **Entity DUNS Number:** _____

7. **Entity EIN:** _____

8. **Past Work Experience:** *(Past work experience in general and as it pertains to the Proposal submitted in response to an RFP or an RFQ.)*

9. **Key Personnel:** (List Names and Titles and attach resumes).

10. **Professional references:** Please include length of time Offeror has been providing this type of service and what year the service was provided).

11. **Small Business Status (Check all that apply):** Offeror must be registered with an authorizing agency, such as the Small Business Administration or Department of Small Business and Supplier Diversity. A copy of the certificate(s) must be provided.

- Small Disadvantaged Owned Business (SDB)
- Woman Owned Small Business (WOSB)
- Veteran Owned Small Business (VOSB)
- Minority Owned Small Business (MOSB)
- HubZone Small Business (HSB)
- Service Disabled Small Business (SDVOSB)
- Small Business (SB)
- Not Applicable (NA)

ATTACHMENT C

**Contractor’s License and Insurance Information
(COPIES OF ALL LICENSES AND INSURANCE CERTIFICATES MUST BE PROVIDED)
(N/A should be used where not applicable)**

Contractor’s License:

1. Virginia Contractor’s License Number:

2. Class:

3. Specialty Codes:

4. Expiration Date:

Insurance Information:

1. Producer Of Insurance:

2. Name and Address of Insured:

3. Commercial General Liability:

____ YES ____ NO

- Policy Number
- Effective Dates

4. Automobile Liability:

____ YES ____ NO

- Policy Number
- Effective Dates

5. Workers Compensation

____ YES ____ NO

- Policy Number
- Effective Dates

6. Property Insurance:

____ YES ____ NO

- Policy Number
- Effective Dates

**ATTACHMENT D
Small Business Subcontracting
Plan**

SMALL BUSINESS SUBCONTRACTING PLAN

Offeror: _____

Address: _____

Solicitation Number: _____

Supplies or services offered: _____

Total estimated cost of subcontract to Small Businesses: \$ _____

Period of Performance From: _____ To: _____

1. We plan to subcontract the following principal types of supplies and services to SDB, WOSB, VOSB, MOSB, HSB, SDVOSB, SB(reference Attachment B – Section12)

Types of Supplies and Service

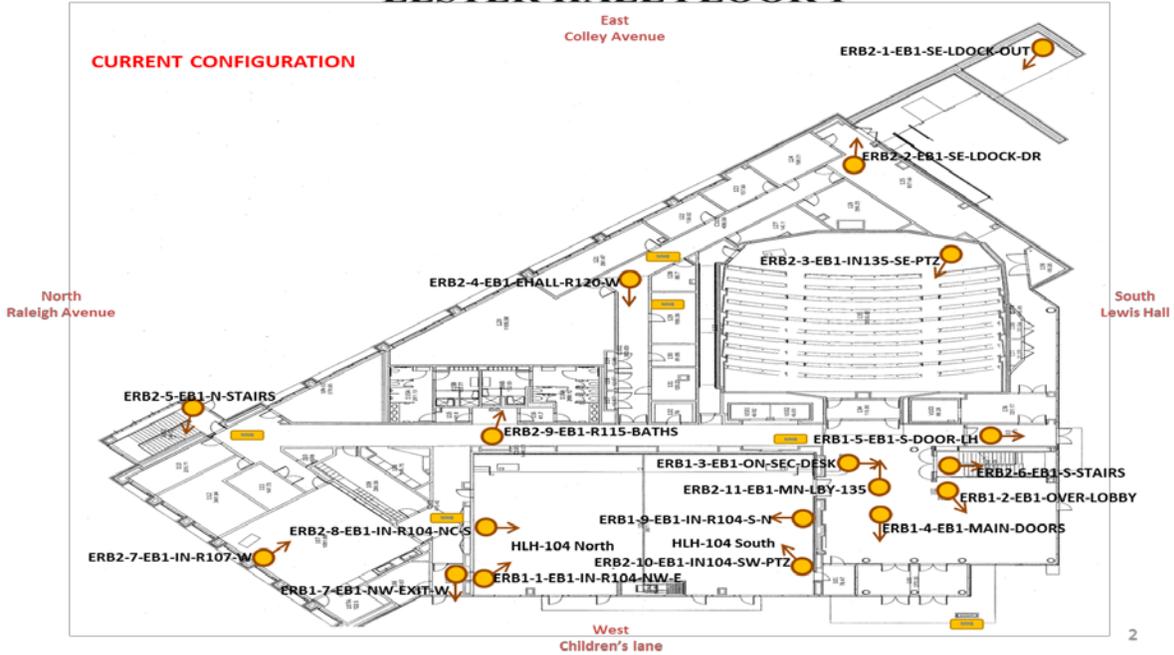
Type of SB

**It is the policy of the Medical School to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by woman and minorities and service disabled veterans and to encourage their participation in the Medical School’s procurement activities. Toward that end the Medical School encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts, or other contractual opportunities. Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.

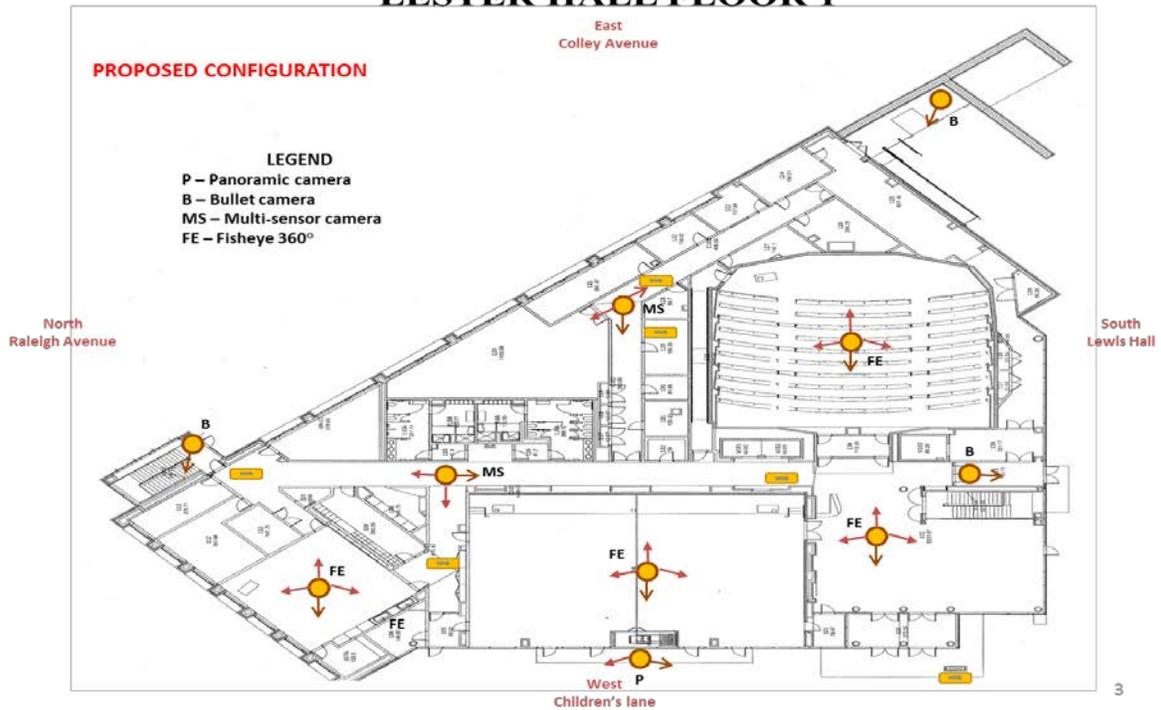
ATTACHMENT E

Lester Hall floor plans with current and envisioned camera's configurations

LESTER HALL FLOOR 1



LESTER HALL FLOOR 1



ATTACHMENT F - ESTIMATED PRICE SHEET

PRODUCT (SERVICE)		DESCRIPTION (TYPE and MODEL)	CODE	QUANTITY/ TIME	PRICE		
					UNIT	TOTAL	
EQUIPMENT	Cameras				\$	\$	
					\$	\$	
					\$	\$	
		Total cameras					\$
		PC Workstation				\$	\$
		Monitor				\$	\$
		Server*				\$	\$
	Switch					\$	\$
						\$	\$
						\$	\$
		Total Switch					\$
	Other Materials					\$	\$
						\$	\$
						\$	\$
Total other materials					\$		
TOTAL EQUIPMENT						\$	
SOFTWARE	Video Management System					\$	
	Camera License					\$	
	TOTAL SOFTWARE						\$
WARRANTY	Initial	Equipment (factory warranty)					\$
		Labor					\$
	Extended						\$
	TOTAL WARRANTY						\$
TRAINING / SERVICE	Onsite training during installation						\$
	Remote technical support						\$
	Optional annual service						\$
	TOTAL TRAINING AND ANNUAL SERVICE						\$
LABOR						\$	
TOTAL QUOTE						\$	

* In the description cell add the minimum characteristics that server should meet in order to retain 30 days of video archives, accommodate upgrades to the system and support up to 350 additional cameras, positioned in different locations within EVMS Campus.