



**Academic Information System
Request for Proposal (RFP)**

For

FINANCIAL MANAGEMENT SYSTEM

RFP #: EVMS FMS 21-101

**EASTERN VIRGINIA MEDICAL SCHOOL
MATERIALS MANAGEMENT**

REQUEST FOR PROPOSAL (RFP)

RFP Number: **EVMS FMS 21-101**
(INTERNAL REFERENCE ONLY: BV21-6)

Issue Date: **October 19, 2020**

Project Title: RFP for Financial Management System (FMS)

Issuing Department: Department of Information Technologies

Location Where Products Will Be Delivered: Campus Wide

Anticipated Dates of Initial Contract Term: From: **July 1, 2021**
To: **June 30, 2026**

Due Date (Sealed Proposals will be received Until): **January 18, 2021 at 5:00 PM EST**
Due Date for RFP Questions: **January 12, 2021 at 5:00 PM EST**

Additional RFP Information:

Addenda and Amendments to this Financial Management System (FMS) RFP will be posted on the following EVMS website:

http://www.evms.edu/about_evms/administrative_offices/materials_management/solicitations/

Please direct all inquiries for information about this RFP, in writing, to Dominick R. Calgi, at calgidr@evms.edu

NO QUESTIONS WILL BE ANSWERED BY PHONE

EVMS will post all questions and responses on:

http://www.evms.edu/about_evms/administrative_offices/materials_management/solicitations/ to ensure that responses to RFP questions are available to all responsible bidders (“Offerors”). However, it is the sole responsibility of the Offeror(s) to periodically check the before mentioned website for any response(s) to RFP question(s).

In addition, while the FMS RFP is open, and once the RFP has closed, Offeror(s) are restricted to contacting Dominick Calgi with any and all questions, clarifications, concerns, information needs, etc. regarding this RFP. Offerors and their agents are not permitted to contact EVMS staff directly to ask questions about the FMS RFP. **This restriction on Offeror communication with EVMS staff is to ensure fairness in the competitive process.** If a vendor is found to be in violation of this provision, EVMS reserves the right to reject their response.

RFP Time

Extensions:

Requests for additional RFP information and the associated responses shall not extend the due date for bids in response to this RFP. To ensure, fairness in the competition process and that all Offerors are given the same amount of time to respond to the RFP. EVMS reserves the right, at EVMS’s sole discretion, to extend the time for responses to this RFP to all Offerors, as deemed appropriate; and, under no circumstances shall separate or individual extensions be granted. EVMS will post all RFP extensions on the following website:

http://www.evms.edu/about_evms/administrative_offices/materials_management/solicitations/

ALL RESPONSES ARE EXPECTED TO BE DELIVERED ELECTRONICALLY, VIA ADVANTIV DECISION DIRECTOR, TOGETHER WITH ALL ADDENDA, AMENDMENTS AND WORKSHEETS. ADVANTIV WILL VERIFY COMPLETION AND FORWARD TO DOMINICK CALGI CalgiDR@EVMS.EDU. VENDORS ARE EXPECTED TO COMPLETE ALL REQUIREMENTS SECTIONS OF THE RFP USING ADVANTIV DECISION DIRECTOR AS INSTRUCTED IN THE SPECIFICATIONS FOLLOWING.

NOTICE: EVMS intends to record all presentations, demonstrations, meetings, etc. to be used only by EVMS in determining RFP award. EVMS is willing to sign a non-disclosure agreement (NDA) and destroy recordings of eliminated offerors.

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1.0 **PURPOSE:**

The purpose of this RFP is to provide information to responsible bidders (referred throughout this RFP as “Offeror(s)” and/or “Contractor(s).”) in order to solicit competitive proposals (“Proposals”), in accordance with the policies of Eastern Virginia Medical School for:

EVMS intends to purchase and install from a well-established, ethical, financially sound and responsible vendor whose systems, services, support and products are aligned with our current and future needs, a functionally complete Financial Management System (FMS) to replace our aged financial management system. Functional areas to be covered by the proposed system include, but are not limited to areas covered in this document and in the Advantiv DecisionDirector toolkit.

This Request for Proposal (RFP) is for a FMS system to meet the immediate and long-range needs of EVMS. We will consider quotes for a solution that provides for On-premises, Hosted or SaaS services of our FMS needs, as well as business continuity requirements, implementation management, and long-term management/oversight/coordination of EVMS’ FMS.

EVMS proposes to move to the new FMS beginning in calendar year 2021. A selection team representing different departments and functional areas will evaluate potential vendor solutions and make a recommendation to our Administration and Board for final approval.

2.0 **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 350 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.

Facts and Figures: (FY 2020)

- Annual Budget \$284 million (includes research)
- Research \$19 million annually
- Medical students 598 and 6000+ applications/yr.
- Public Health students 614 F/T and 123 P/T
- Total Net Assets \$261 million (restricted and unrestricted)
- Accounts Payable
 - Vendors ~20,000
 - Checks/month ~2,500
 - Invoices/year ~93,000
- Accounts Receivable
 - No. of accts ~2,000(at any one time)
 - Transactions/year ~106,750 transactions (includes student data)
 - Invoices/year ~120,000
- Budgeting & Accounting
 - GL accounts ~53,275
 - Transactions/year ~9 million
 - Transaction codes ~100

EVMS GL number is 35 characters made up of fund, center, object, grant and 2 user defined attributes. The fund center object grant combination is the basis for all transaction and balance management and is considered the alias for the full account. EVMS plans to increase the number of characters for each financial part by 1. For each part value, there are also up to 100 attributes that are user defined and used for reporting.

| | | | | | | |
|------|--------|--------|--------|-------|-------|--------|
| 101 | 426 | 007301 | 899993 | /AIS | /SIS | 000000 |
| Fund | Center | Object | Grant | attr1 | attr2 | fill |
| 3 | 3 | 6 | 6 | 5 | 6 | 6 |

Employees and Faculty: Exhibit A

| GROUP | CLASS | FTP | PTP | TEMP | Expected Users | NOTES |
|--------------------------------------|---------|-------------|-----------|-------------|----------------|--|
| FACULTY | UNF | 250 | 12 | 0 | 0 | All departments have a business officer as part of staff. The business officer accesses the finance system. For the sake of argument though, this is the area with the greatest possible growth. |
| STAFF | <>UNF | 948 | 27 | 302 | 209 | Datawatch – 209 users SRVC/FASBE – 85 actual users |
| RESIDENT | FTR*,R* | 369 | 0 | 0 | 0 | These are considered contract employees as we are reimbursed from the hospitals. They do not use the finance system. |
| WORKSTUDY | TRT, 01 | 0 | 0 | 163 | | Work-study students do not use the business systems except for timecard entry. |
| TOTAL | | 1567 | 39 | 465 | | |
| TOTAL EMPLOYEES ASOF 20200330 | | | | 2071 | | |

3.0 STATEMENT OF NEEDS / SCOPE OF WORK

This Request for Proposal (RFP) is for an integrated FMS solution to meet the immediate and long-range needs of EVMS. By integrated software package, we mean that all software delivered from a vendor should be facilitated from a common organization-wide database permitting the total sharing of information within and across functions and other systems including data access products, spreadsheets, etc.

EVMS is primarily looking for core financial systems: general ledger, accounts payable, accounts receivable, and budget control. Additional modules will be considered based on value and budgetary constraints. EVMS is particularly interested in dashboarding, workflows for submission, approval business rule flexibility, and Microsoft Office integration.

EVMS processes both cash and accrual GLs. Budgets are maintained by fiscal year for general accounts and by both fiscal and life-to-date for grants/projects. We currently process both commitment and encumbrance transactions from our procurement system. We batch load transactions and budget adjustments from external systems (procurement, payroll, financial aid, departmental charge systems (e.g. library, parking, telecommunications, HRIS)), The current GL business rules process allows EVMS to keep or delete the original transaction and either modify the original or generate new transactions (e.g. due-to-from, interdivisional revenue and charges, automatic budget transfers/adjustment, elimination funds, restricted versus unrestricted). Chart security allows us to control what GL account parts can be combined, date controlled, or even used at all. Budget Control controls at a high level (fund/center) but is checked at a lower level (minor/major object). Budget control data is ported out to procurement daily and monthly to our budget system.

Our AP system uses multiple banks and pays by check, wire, ACH, and debit. In addition to data entry of invoices and transactions, we batch load invoices, vouchers, payment requests, refund requests, and vendors. EVMS uses a 3-way match between PO, invoice, and receiving record within defined tolerances. The 3-way match is done in procurement, we don't do any of that directly in our AP. We expense on the voucher.

Our AR system is supported by both online and batch transaction loading of invoices and payments. It also generates invoices and vouchers for batch loading into the AP system. Aging information on accounts is very important.

We have hundreds of application writer reports that are parameter or context-driven and allow users to view, print or email results. Our financial reports are custom written outside of the system. We produce multiple formats of similar reports each format geared to its group, clinical or school-based. Most reports have multiple summaries and escalating levels, their relative and data output. We must have 3 years of balance history to support trending reports.

We depend heavily on job stacks and process scheduling that does not require operator intervention beyond the setup and provision of parameters.

EVMS will **not** be replacing the following systems: Hyperion Budgeting, ePlus Procurement, SumTotal HRIS, SumTotal Payroll, and SumTotal Talent.

The selection criteria are divided into two areas:

1. *Functional requirements* – this area encompass all the features and attributes for the gathering, processing and reporting of financial information and data for the various areas at EVMS. It also includes considerations such as the completeness of function, efficient and

economical operations, capacity for growth, reliability, security of data, flexibility and adaptability, simplicity of operation, regulatory compliance, etc. Solutions that do not meet our functional requirements will not be selected.

2. *General information* – this area encompasses all other items that are required for a due diligence evaluation of a software solution. This information will be used to further evaluate solutions that are judged to meet our functional requirements. Examples of such vendor information include but are not limited to:

- *Experience, qualifications and reputation* – vision, track record, development philosophy, strategic goals, financial stability and health, commitment to higher education: specifically graduate medical and health professions schools
- *Planning, implementation services, processes and support* – FMS project execution, timeframe, project team, training, conversion, post-implementation review
- *References* – client feedback on performance and implementation, vendor reliability, consistency, comparable institutions site visits, client retention rate
- *Costs and Pricing* – initial and ongoing fees, enhancements and updates, 3rd party consultants, 5 year total cost
- *Other information* – reporting & analysis tools, interactive dashboards, integration of data, records and portals, value added services, optimization of system

Functionality information will be gathered via Advantiv’s web-based response toolkit, Decision Director that evaluates responses to each functional area within EVMS. Every response will be evaluated by our FMS Selection Team based upon predetermined criteria. Vendors will be asked to demonstrate the item’s functionality to the selection team during ‘Proof of Function’ demos.

General information will also be gathered by Advantiv’s Decision Director (DD) and this Request for Proposal document. It is in your best interests to answer each question or statement completely.

The functional areas participating in this FMS RFP process are:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Fixed Assets
- Cash & Bank Management
- Budget Management
- Reporting & Analytics
- Travel & Expense Management
- Endowments Accounting

4.0 **COST and PRICING SCHEDULE**

The vendor's price information must be itemized and include all costs (e.g., license fees, implementation and training, travel and per diem, documentation, maintenance, and hourly rates). The information provided will be used to determine the value of each vendor's proposed solution (price paid for function delivered). Include in your pricing each delivery option for your software: e.g., SaaS (cloud computing), off-site /remote application support (hosting) and licensed with on-site operations. One of EVMS' goals is to determine a 5 year cost of ownership so it is important to include all expenses for software, hardware, 3rd party applications, equipment, infrastructure, training, implementation, maintenance, upgrades, project management, etc. as applicable. ***Please respond to this section for cost and pricing using the 2 formatted Excel spreadsheets, EVMS FMS Pricing Worksheets: Software and Implementation Services, attached to this RFP in the appropriate section (Attachment G) of DecisionDirector. You will upload your completed worksheets as instructed within DecisionDirector before the 5:00 PM deadline on the RFP Due Date listed in the RFP FMS Timetable (Exhibit B).***

5.0 METHOD OF PAYMENT:

Entities in the United States:

Payment to Contractor:

1. The Offeror shall enroll in and acknowledges that payment will be made by payment card, also known as ePayables. Once an invoice is approved for payment, an electronic remittance advice shall be sent to the Offeror by email or facsimile, instead of a check. Payments can be retrieved with EVMS's designated account number that will be assigned to the Offeror. Terms begin after receipt of proper invoice or material/service, whichever is later.
2. Offeror cannot charge fees to accept ePayables.
3. A .5% administrative fee may be charged for check payments and default payment terms of Net 30, or others outside of ePayables.

Submit invoices to the following address:

Eastern Virginia Medical School
Attn: Accounts Payable
PO Box 2020
Norfolk, VA 23501-2020
Email: apinvoices@evms.edu

Entities Outside of the United States:

The Contractor will be paid by wire transfer. Wiring instructions should be forwarded to the following:

Eastern Virginia Medical School
Attn: Accounts Payable
PO Box 2020
Norfolk, VA 23501-2020
Email: apinvoices@evms.edu

6.0 INVOICES, REPORTING AND DELIVERY INSTRUCTIONS

A. The Contractor shall prepare and submit invoices and reports to EVMS according to the following schedule:

| <u>Invoice or Report</u> | <u>Due Date</u> |
|--------------------------------------|--|
| 1. Invoices | Within Ten (10) Days of EVMS’s Acceptance of the Complete Deliverable(s); and, |
| 2. Final Technical Report by EVMS | Forty-five (45) Days after Scope and Invoice of Work Completion and Acceptance or Expiration or Termination of the Contract. |

B. The following is a schedule of deliverables including any specific delivery instructions:

| <u>Deliverable</u> | <u>Specific Instructions</u> |
|------------------------------------|--|
| Weekly status reports | Due every Monday post contract |
| Weekly project plan updates | Due every Monday post contract |
| Project management meeting minutes | Due within 2 business days of meetings |
| Weekly risk analysis updates | Due every Monday post contract |

Other Optional Reporting:

- a. The contractor shall provide the detailed documentation and receipts to the EVMS Project Manager for all travel related reimbursement requests. EVMS will not reimburse for travel expenses lacking receipts or that do not keep with the IRS rules for travel reimbursement.
- b. The contractor shall provide detail information on all work product used as a basis for billable hours. EVMS will not pay for billable hours resulting from assigned personnel conducting vendor internal activities including but not limited to items such as meetings, updates, and developing/scheduling resources.
- c. All reports are to be considered draft until approved by the EVMS Project Manager. The Medical School 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.
- d. Weekly status reports should include:
 - The specific accomplishments achieved during the reporting period.
 - The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - The projected completion dates for the remaining specific tasks required by the contract.
 - Identification of all risks to the project.
- e. The contractor shall maintain, review with EVMS project managers and publish and updated project plan/schedule monthly identifying task and resources.
- f. The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the Medical School.

7.0 PRE—PROPOSAL CONFERENCE (OMITTED)

8.0 PROPOSAL PREPARATION AND SUBMISSION

Financial Management System (FMS) RFP Project Timetable (also *Exhibit B*)

| Event | Date |
|---|-------------------|
| 1. RFP Distribution to Vendors | October 19, 2020 |
| 2. Questions from Vendors about RFP due | November 19, 2020 |
| 3. Vendors Conference Call about RFP and Questions | December 3, 2020 |
| 4. Responses to Vendors Questions about RFP due | December 21, 2020 |
| 5. Final Date for Questions, Clarification, etc. on RFP | January 12, 2021 |

| Event | Date |
|--|------------------|
| 6. RFP Proposal Due Date | January 18, 2021 |
| 7. Review RFPs and Vendor Selection Discussion – Months of | Jan.\ Feb. 2021 |
| 8. Shortlisted Vendors' Proof of Function Demonstrations | Mar.\ Apr. 2021 |
| 9. Anticipated decision and selection of Vendor | May / Jun. 2021 |
| 10. The anticipated commencement date of work | July 2021 |

All bidders will submit their Proposals using a web-based system provided by Advantiv Solutions, LLC. Bidder responses to the RFP questions will be collected and processed using Advantiv's DecisionDirector RFP Response Management System. Each Bidder will be provided with a secure, on-line response environment within the tool. ***Please note that all the questions and requirements contained in this RFP Word document must be answered in DecisionDirector (DD) including all general and functional requirements as well as the EVMS FMS Costs and Pricing information (see page 9 for directions on Costs and Pricing).*** Advantiv Solutions will provide each Bidder with all the necessary instructions and support. Confirmation for receipt of proposal submissions using Advantiv will be provided by email only. Please email Advantiv at support@advantiv.com to obtain access to the Advantiv Decision Director System and note in the email subject line: **EVMS FMS RFP**. You will receive a response from Advantiv within one business day. The Bidder response environment will open upon the release of the RFP and will close at **5:00 PM EST on the RFP due date, see Timetable (Exhibit B)**.

Late proposals will not be accepted and will be automatically disqualified from further consideration unless the Advantiv's System is found to be at fault. All proposals and any accompanying documentation become the property of EVMS and will not be returned.

A conference call will be set up in December for all FMS vendors to call in with questions about the RFP for clarification and information purposes. EVMS requires that any questions or information requests be sent to us by **5:00 PM EST on the December due date (see Exhibit B)** to Dominick R. Calgi at calgidr@evms.edu so we can prepare our responses.

Responses to all vendor questions will be compiled and listed on the EVMS Materials Management website at this location: http://www.evms.edu/about_evms/administrative_offices/materials_management/solicitations/ so that every vendor has the same equitable chance to correctly complete the RFP. Any new questions asked at the conference call will also be posted to this website location. Details about the conference call (dates, times, duration, phone number, etc.) will be sent to all vendors in a separate email.

A. General Instructions:

All bidders will submit their Proposals using a web-based system provided by Advantiv Solutions, LLC. Bidder responses to the RFP questions will be collected and processed using Advantiv's DecisionDirector RFP Response Management System. Each Bidder will be provided with a secure, on-line response environment within the tool. ***Please note that all the questions and requirements contained in this RFP Word document must be answered in DecisionDirector (DD) including all general and functional requirements as well as the EVMS FMS Costs and Pricing information (see page 9 for directions on Costs and Pricing).*** Advantiv Solutions will provide each Bidder with all necessary instructions and support. Confirmation for receipt of proposal submissions using Advantiv will be provided by email only. Please email Advantiv at support@advantiv.com to obtain access to the Advantiv Decision Director System and note in the email subject line: **EVMS FMS RFP**. You will receive a response from Advantiv within one business day. The Bidder response environment will open upon the release of the RFP and will close at **5:00 PM EST on the RFP due date, see Timetable (Exhibit B).**

B. RFP Submission:**1. Complete Submissions:**

Except as provided for under the Proposal Preparation Section, 7.0 (A)(2)(a)(iii), which addresses the circumstances under which the submission of missing Proposal information would be acceptable, Offerors must submit a complete response to this RFP in order to be considered for selection under this RFP.

2. Delivery:

Proposals will only be accepted via completion of the Advantiv Decision Director Requirements submission process. They will not be accepted in any other format.

3. Proposal Acceptance Period:

All Proposals must be received by the Due Date and time found in Exhibit B of this RFP (the "RFP Close"). Proposals received after RFP Close will not be considered. RFP modifications, unless requested by EVMS and posted to all Offerors on the EVMS RFPs website, will not be considered.

4. Proposal Withdrawals:

At the sole discretion of the Offeror(s), Proposals may be withdrawn at any time prior to the RFP Close. After RFP Close, letters to withdraw a Proposal will not be accepted and Proposals will remain valid until an award is made and a contract is executed or the RFP is canceled. If an award is not made within the time period stipulated in Exhibit B, the Proposal may be withdrawn at the written request of the Offeror.

a. **Proposal Preparation:**

1. Proposals shall be signed by an authorized representative of the Offeror (Attachment B). All information requested should be submitted to ensure consideration as a responsive bidder. Failure to submit all information requested may result in the following:
 - a. EVMS may reject the Proposal as unresponsive. Proposals, which are substantially incomplete or lack key information, may be rejected by EVMS; or,
 - b. EVMS may lower the overall evaluation score due to missing information; or,
 - c. EVMS may require prompt submission of missing information within a prescribed time period and/or the Offeror shall receive a lower overall evaluation score due to missing information. If after being given an opportunity to submit missing information, the Offeror does not provide all of the requested information then the proposal can be rejected by EVMS.
2. All information above must be submitted along with the RFP cover sheet (Attachment A) and an Entity Data Sheet (Attachment C). Failure to submit all information requested may result in EVMS requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. EVMS may reject Proposals, which are substantially incomplete or lacking key information.
3. 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 quality, perspicuity and completeness of content and include or address the following:
 - a. **Organization** - Proposals should be organized in the order in which the requirements are presented in the Advantiv Decision Director toolkit;
 - b. **Pagination** - All pages of submitted documentation should have clear titling and should be numbered;
 - c. **Paragraph Structure** – If additional documents is submitted that relates to Advantiv Decision Director Requirement, each paragraph in the response should reference the corresponding requirement section and number. It is also helpful to cite repeat the text of the requirement as it appears in the Advantiv Decision Director. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page;
 - d. **Table of Contents** – An attachment representing the list of all attachments which cross-references the RFP requirements; and,

- e. **Additional Information** - 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 in the Advantiv Decision Director toolkit.

Incomplete Proposals or Proposals, which, lack clarity of contact and organization submitted to EVMS submitted under this RFP may risk a reduced evaluation score or elimination from consideration.

4. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the critical requirements. “Must” and “shall” identify requirements where absence will have a major negative impact on the suitability of the Project and/or mandatory requirements, which are required by law or regulation and as such they cannot be waived and are not subject to negotiation. This includes any applicable prime award funding flow-down provisions, which are mandatory and/or required as applicable. Any federal standard provisions are an example of mandatory terms and conditions that are not subject to negotiation. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact on the Project and would be useful, but are not absolutely necessary or required. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s Proposal.
5. No printed or bound copies of the proposal will be accepted.
6. All expenses involved with the preparation and submission of Proposals to EVMS, or any work performed in connection therewith, shall be borne by the Offeror. No payment(s) will be made for any responses received; or, for any other effort required of or made by the Offeror(s) prior to commencement of work as defined by a fully executed contract.
7. 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 (NDA) is signed by the parties.

D. **Oral Presentation:**

Offerors who submit a Proposal in response to this RFP may be invited or required to give an oral presentation of such Proposal to EVMS. 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. If such oral presentations are deemed appropriate at the sole discretion of EVMS, EVMS will schedule the time and location for such presentations. Oral presentations, including telephone, video/internet conferencing are available at the sole discretion of EVMS and may or may not be conducted.

E. Specific Proposal Instructions:

1. Proposals should be as thorough and detailed as possible so EVMS may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items in the Advantiv Decision Director General Requirements to be deemed a complete Proposal; each item can be uploaded on to Advantiv’s Decision Director toolkit: Topics covered in the General area are:
 - 1) Contracts MSAs, SLAs, SOWs, etc.
 - 2) Cost and Pricing Information
 - 3) Customer Support/Maintenance
 - 4) Disaster Recovery
 - 5) Financial Rating
 - 6) Hardware Architecture
 - 7) Implementation and Project Management
 - 8) Monitoring and Notifications
 - 9) Other Information
 - 10) References
 - 11) Reporting
 - 12) Security
 - 13) Software Information
 - 14) Training
 - 15) Vendor Overview and Qualifications
 - 16) Hosted or SaaS Environments

9.0 PROPOSAL EVALUATION, NEGOTIATION AND AWARD CRITERIA

A. Evaluation Criteria

Award of the Contract under this RFP shall be based on a written evaluation of the RFP evaluation criteria below (i.e., score sheet) of each responsible Offeror. Note that failure to provide accurate information required by this RFP may result in a lower score or rejection of the Proposal. EVMS 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 to determine the prices that will be used to evaluate the pricing part of your Proposal.

B. EXAMPLES OF NUMERICAL WEIGHTS ASSIGNED TO SPECIFIC CRITERIA:

| For Services: | Point Value |
|---|--------------------|
| Experience, qualifications and reputation | 25 |
| Planning, implementation services, processes and support (including General and Functional Requirements) | 25 |
| References | 20 |
| Cost and Pricing | 20 |
| Other Information (financial, legal, strategic standing, Hosted/ SaaS and scripted demonstration scoring) | 5 |
| Small, Women, and Minority Vendors (SWaM) (Including Small Business Plan, Attachment F) | 5 |
| Total | 100 |

- C. **Please note that EVMS intends to include all the FMS General and Functional Requirements with the Offeror/Vendor's responses from Advantiv's Decision Director toolkit, as well as this Academic Information System RFP for a Financial Management System including General and Special Terms and Conditions in the final executed Contract/Agreement with the selected Finalist/Vendor.**

10.0 GENERAL TERMS AND CONDITIONS

- 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 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 instance. 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 including prepared meals, catering and all serving charges, food, audio/visual

services in connection with catering. 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 a 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. Offeror waives subrogation of any third party claims.

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, \$2,000,000 aggregate. 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. (Only used if motor vehicle is to be used in the contract.)
5. Pollution Liability with a minimum limit of \$1,000,000 per claim with no exclusion for mold/fungus/microbial water
6. Cyber/Data Breach Liability - \$1,000,000 per occurrence for privacy and network security, \$1,000,000 aggregate
7. Professional Liability (unless otherwise listed below) - \$1,000,000 per occurrence, \$3,000,000 aggregate.

| <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 | \$1,000,000 per occurrence, \$3,000,000 or Abatement Contractors aggregate |
| Health Care Practitioner | \$2,000,000 per claim, \$6,000,000 aggregate (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.) |
| 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 \$100,000, as a result of this solicitation, the Department of Materials Management will publicly post such 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.

11.0 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; advertise this RFP again; 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: **(OMITTED)** Submissions are required to be via Advantiv Decision Director and electronic only.

- 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, 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".

12.0 PRE-AWARD CONTRACT NEGOTIATION

- A. Based on evaluation of the Proposals, one or more successful Offerors will be selected. Award of the contract shall be made to the Offeror(s) deemed to be fully qualified and best suited for the project based on the evaluation criteria set forth herein. EVMS will select the Proposal determined during the evaluation of the timely submitted Proposals to be the most advantageous in meeting the specifications as outlined under this RFP. This may or may not be the Offeror, which presented the lowest costs/price.
- B. EVMS will request a copy of the contract from the Offeror. If the Offeror does not have a template, an EVMS contract will be provided.
- C. General Terms and Conditions that are added or modified from EVMS approved terms and conditions shall require EVMS approval.
- D. Special Terms and Conditions added to or deviating from EVMS approved terms and conditions shall require EVMS approval.
- E. Non-Negotiable Terms and Conditions.

By submitting a response to this RFP the Offeror agrees that it, and any subcontractors that Offeror shall utilize to fulfill the Contract Work scope, shall be subject to mandatory standard provisions that flow-down from the prime award made to EVMS by the Federal Government or private funders applicable to that contract under the prime award and that it must certify compliance with certain federal laws/guidelines, as applicable, including, but not limited to the following:

1. ***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.
2. ***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.
3. ***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;

4. ***Copeland “Anti-Kickback” Act*** (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, “*Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*”), prohibiting the Contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part or compensation to which otherwise entitled;
 5. ***Davis-Bacon Act***, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “*Labor Standards Provisions applicable to Contracts Governing Federally Financed and Assisted Construction*”), regulating wages to laborers and mechanics;
 6. ***Contract Work Hours and Safety Standards Act*** (40 U.S.C. 327-333) as supplemented by Department of Labor regulations (29 CFR part 5), regulating laborer and mechanic work hours and safety standards;
 7. ***Rights to Inventions Made Under a Contract or Agreement*** – (37 CFR part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Grants, Contracts and Cooperative Agreements,*” providing for the invention rights of the Parties and the Federal Government;
 8. ***Clean Air Act*** (42 U.S.C. *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C 1251 *et seq.*) as amended related to applicable standards under said regulations; and,
 9. ***Worker’s Compensation Insurance*** (42 U.S.C. 1651, *et seq.*) requiring worker’s compensation insurance for contracts, which require performance outside the United States as applicable per the circumstance of each particular contract.
- F. All EVMS contracts are subject to prime funding constraints and applicable federal and state laws, regulations, guidelines as well as EVMS policies and procedures. If EVMS and the Offeror(s) are unable to agree on the negotiated contract terms and conditions, EVMS may elect to terminate negotiations and begin negotiations with the second best ranked Offeror and so forth. If those negotiations do not result in mutually acceptable contract terms and conditions, the negotiations with the next best qualified Offeror(s) will continue until there is an executed contract, there are no more Offerors to negotiate with based on submitted/complete Proposals or EVMS, at its sole discretion, terminates the RFP. No Offeror shall have any claims and/or rights against EVMS arising from such negotiations and/or the RFP evaluation or overall process.
- G. At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO) along with an executed copy of the negotiated contract with the understanding that all contracts funded under prime awards to EVMS by the United States Government, private foundations or other nonprofit organizations may be subject to availability of funds. Under these circumstances, there may be additional approval requirements required by the funding federal agency, private foundation or other organization. After submitting the BAFO and/or the Contract is fully executed, no further negotiations shall be conducted with the Offeror(s). In the case of BAFO submission, the Offeror’s Proposal will be rescored to combine and include the information contained in

the BAFO. EVMS will base its final decision regarding the contract award on the final evaluation, which will include the BAFO.

H. Cancellation of Contract.

EVMS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, unless otherwise negotiated under the contract, upon thirty (30) days prior written notice to the contractor. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

13.0 **AWARD ANNOUNCEMENT**

- A. Upon the announcement of the decision to award under this RFP, the EVMS Department of Materials Management will publicly post such notice on the EVMS Internet web site at <https://www.evms.edu> for a minimum of ten (10) days. EVMS will contact each successful Offeror with additional post-award information as deemed appropriate per award.
- B. While it is the intent of EVMS to award only one contract. EVMS reserves the right to not make an award or to award multiple contracts, if deemed in the best interest of EVMS or as required under the applicable prime funding award. All decisions made by EVMS are final. In addition, EVMS reserves the right, in its sole and absolute discretion, to:
1. Issue or not reissue a subsequent RFP if no award is made;
 2. Not select any Offeror that submitted a Proposals
 3. Make a partial award;
 4. Modify, change or reduce the scope of work for this RFP; and/or
 5. Waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

14.0 **ATTACHMENTS**

Attachments are supplied here for reference only. The documents must be supplied as part of the completion of General Requirements in the Advantiv Decision Director toolkit.

- Attachment A – RFP Coversheet
- Attachment B – Offeror RFP Certification
- Attachment C - Entity Data Sheet
- Attachment D – W9/W8 Instruction Sheet
- Attachment E – Contractor’s License & Insurance Information
- Attachment F – Small Business Subcontracting Plan
- Attachment G – Pricing Schedule

Attachment A

**RFP
Coversheet**

From: _____ Due Date: _____

Approximate Time: _____

Address: _____

Name of
Contractor's
Project
Manager: _____

Project Title: _____

Name of
EVMS
Technical
Monitor: _____

Attachment B

Offeror RFP Certification

RFP Number: _____

Issue Date: _____

Project Title: _____

Name of Entity: _____

Street Address: _____

State/ Zip Code: _____

Federal Employer Identification Number (FEIN): _____

Foreign Identification Number (FIN), if applicable: _____

Data Universal Numbering System # (DUNS): _____

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 C

Entity Data Sheet

Please complete the following information:

1. **Entity Name:** _____

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

3. **Address:** _____

4. **Primary Negotiation
Point of Contact**

Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

5. 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: _____

6. **Entity
DUNS Number:** _____

Attachment D

W9/W8 Instruction Sheet

The Internal Revenue Service (IRS) requires verification of taxpayer information when making disbursements to individuals and entities. This is accomplished by either IRS form W9 for United States (US) entities or W8 for foreign entities not based in the US.

Please refer to <https://IRS.gov> for more detailed information regarding which is the appropriate taxpayer information form that must be completed by your organization and returned with your Proposal in response to the RFP. The links below are provided for your convenience but it is the responsibility of your organization to submit the correct form with your request. Please see the below for links to examples of Taxpayer Information Forms:

IRS Form - W9 (US)

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

IRS Form – W8 (Non-US)

There are several types of W8 forms that are available. See the following as an example of one type of W8 that is frequently used:

<http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>.

Attachment E

**Contractor's License & Insurance Information
(COPIES OF ALL LICENSES AND INSURANCE CERTIFICATES MUST BE PROVIDED)**

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 _____
- 7. Cyber/Data Breach: _____ YES _____ NO
-Policy Number _____
-Effective Dates _____

**Attachment F
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)

| <u>Types of Supplies and Service</u> | <u>Type of SB</u> |
|--------------------------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**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.

2. We developed the small business subcontracting principles in 1 above by the following methods. Explain how they are to be used and identify any source list used.

3. Identify the overall goals you plan to accomplish by instating this small business subcontracting plan.

4. The employee who will administer our subcontracting program is:

Name: _____
Title: _____
Address: _____
Telephone: _____

The administrator's duties include:

5. We will make the following internal/external efforts to ensure that SDB, WOSB, VOSB, MOSB, HSB, SDVOSB, SB have an equitable opportunity to compete for subcontracts by:

6. We will maintain the following types of records to document our efforts to solicit small businesses as it relates to this small business subcontracting plan:

**Attachments G
Pricing Schedule**

1- EVMS FMS Pricing Worksheet: Software

2-EVMS FMS Pricing Worksheet: Implementation Services

Both worksheets are contained in Advantiv Decision Director.

Please note the following items in completing your Pricing Worksheets:

- Software and Hardware Specifications and estimated costs must be included for all servers, workstations and software. Graphic presentations of tiered deployments required.
- Detailed specifications for any hardware server or workstation provided, required or recommended so noted, including operating system, e.g. Operating Systems: MSWS 2003, Linux, and MSXPsp2. Equipment: Multiple CPU's, RAM, storage, graphics, RAID, bus speed, 32 vs. 64 bit install, etc.
- Detailed specifications for any third party software or hardware required to support recommended systems, e.g. FTP, ZIP, Adobe, MS SQL, MS Visual Studio, Oracle WebLogic.
- Detailed explanation of any browser compatibility issues, e.g. IE6 supported incompatible with IE7 or IE10, Mozilla, Firefox
- Detailed information on any software or software settings incompatible with server configuration, e.g. server cannot support MS Office deployment, MS Office 2016 compatible, virus protection or firewall settings establishing conflicts, system should not be auto-updated by policy, system requires admin level login to function.
- Detailed information on technical skill set required to support and an estimate of the FTE requirement, e.g. half-time LAN support, full time engineer, .25 SQL DBA.
- Detailed information on remote access requirements for installation, implementation, or support. **Vendor must use EVMS secure VPN connection for remote access.**

Please detail your policies regarding additional costs based upon increases in student enrollment, net assets/budget (\$), size of the database, concurrent users, or other criteria (modifications, updates, improvements, etc.).

Will you honor state bid pricing? Yes No