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CONTRACT MODIFICATION AGREEMENT

Date: September 24, 2021

Contract No.: VTS-1485-2021

Modification No.: 1

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Associates in Medical Physics, LLC

Commodity: Veterinary Radiation Oncology Medical Physics Services

This Supplemental Agreement is entered into pursuant to the provisions of the standard contract.

Description of Modification:

1. The contractor name for the aforementioned contract shall be changed as follows:

   Previous Contractor Name:
   Associates in Medical Physics, LLC
   7501 Greenway Ctr. Dr Ste 1001
   Greenbelt, MD 20770-3514

   New Contractor Name:
   Associates in Medical Physics, LLC
   dba Aspekt Solutions
   7501 Greenway Ctr. Dr Ste 1001
   Greenbelt, MD 20770-3514

Except as provided herein, all terms and conditions of Contract Number VTS-1485-2021, as heretofore changed, remain unchanged and in full force and effect.

Contractor

By: Brian Pellegrini Digitally signed by Brian Pellegrini Date: 2021.09.24 08:32:46 -04'00'
(Signature)

Brian Pellegrini, Chief Executive Officer
Name and Title

Virginia Tech

By: DocuSigned by: Reed Nagel 5EF51DA320D049B...

Reed Nagel
Assistant Director for Facilities & Services

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-1485-2021

This contract entered into this 2nd day of February 2021 by Associates in Medical Physics, LLC. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Veterinary Radiation Oncology Medical Physics Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From February 4, 2021 through February 3, 2026 with the option for two additional five-year renewals upon mutual written agreement of the parties.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0061730 dated November 11, 2020, the proposal submitted by the Contractor dated December 4, 2020 and Attachment 1, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor By: Brian Pellegrini Digitally signed by Brian Pellegrini Date: 2021.02.03 10:58:46 -05'00'

(Signature)

Brian Pellegrini - CEO

Name and Title

Virginia Tech By: Mary W. Helmick

Mary W. Helmick

Director of Procurement

Request for Proposal #0061694

For

Veterinary Radiation Oncology Medical Physics Services

November 11, 2020

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

RFP #0061694
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Roger Gupta, Senior Buyer Phone: (540) 231-4177 e-mail: ragupta@vt.edu

DUE DATE: Proposals will be received until December 7, 2020 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

PROPOSAL SUBMISSION:
Proposals may NOT be hand delivered or mailed to the Procurement Office.

Due to the COVID-19 Emergency Declaration, Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to procurement@vt.edu with the RFP number, due date, and time in the subject line of the email.

Virginia Tech will not confirm receipt of proposals. It is the responsibility of the proposers to make sure their proposal is delivered on time. Delivery Confirmation functionality is recommended from the offeror's own email system.

Attachments must not exceed 25MB to avoid delivery issues thru email servers.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at http://sbsd.virginia.gov/ .

____ **Large**

____ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: 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 or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<tr><td colspan="2">FULL LEGAL NAME (PRINT)
(Company name as it appears with your Federal Taxpayer Number)</td><td colspan="2">FEDERAL TAXPAYER NUMBER (ID#)</td></tr>
<tr><td colspan="2">BUSINESS NAME/DBA NAME/TA NAME
(If different than the Full Legal Name)</td><td colspan="2">BILLING NAME
(Company name as it appears on your invoice)</td></tr>
<tr><td colspan="2">PURCHASE ORDER ADDRESS</td><td colspan="2">PAYMENT ADDRESS</td></tr>
<tr><td colspan="3">CONTACT NAME/TITLE (PRINT)</td><td>E-MAIL ADDRESS</td></tr>
<tr><td>TELEPHONE NUMBER</td><td>TOLL FREE TELEPHONE NUMBER</td><td>FAX NUMBER TO RECEIVE
E-PROCUREMENT ORDERS</td><td></td></tr>
</table>

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5_____ 6_____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES_____ NO_____

SIGNATURE _____ Date: _____

08/01/2020

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for Veterinary Radiation Oncology Medical Physics Services for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for 5 years or as negotiated. There will be an option for two additional five-year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly $513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

The Animal Cancer Care and Research Center is part of the Virginia-Maryland College of Veterinary Medicine at Virginia Tech. Located in the Fralin Biomedical Research Institute on the Virginia Tech Carilion Health Sciences Campus in Roanoke, Virginia, the center offers comprehensive, integrated services, including medical, surgical, and radiation oncology for dogs and cats. Our vision is to unify one-health cancer research and be the model for unparalleled care of pets and their families to accelerate cures for all.

A state-of-the-art clinical and research facility representing hope for a brighter future in cancer care, the center is housed in the 139,000-gross-square-foot Virginia Tech Carilion Biomedical Research Addition in Roanoke, Virginia. Illustrative of the college's commitment to working across disciplines to achieve optimal health for people, animals, and the environment, the center is a vital part of the Virginia Tech Carilion (VTC) Health Sciences Campus, adjacent to the VTC School of Medicine.
The new center, which accommodated the relocation and expansion of the oncology service from the college's Veterinary Teaching Hospital in Blacksburg, capitalizes on a strikingly rare opportunity to integrate researchers investigating human and veterinary biomedical interests that seek to

advance cancer treatment in pets and people alike. A $3.28 million linear accelerator positions the center as the region's only radiation oncology service for pets.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: http://www.eva.virginia.gov, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is

understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

Virginia Tech requires the services of a contractor capable of performing the following:

A. Provide monthly Physics QA for Varian EDGE Radiosurgery System with 6 degree of freedom couch & Siemens Somatom Confidence 64 Simulator with moveable LAP Lasers. (Must maintain tolerances within guidelines of AAPM TG-142 and AAPM TG-40 guidelines for SRS/SBRT as well as AAPM TG-51)

B. Provide annual Physics QA for Varian EDGE Radiosurgery System with 6 DOF couch & Siemens Somatom Confidence 64 Simulator with moveable LAP Lasers. (Must maintain tolerances within guidelines of AAPM TG-142 and AAPM TG-40 guidelines for SRS/SBRT as well as AAPM TG-51)

C. Provide support, in partnership with the Institutional Radiation Safety Officer, to enable the Animal Cancer Care and Research Center and the University to meet Virginia State Regulatory Requirements, to include but not limited to the following:

    a. State inspection survey. Annual inspection of LINAC and IGRT x-ray system and facility specific design and operation, for compliance with Virginia regulation.

    b. Preparation of any required regulatory forms for facility submittal to the state

D. Provide clinical medical physics support for veterinary radiation oncology cases in a primarily remote environment with on-site support as needed (Center expects to treat approximately 150 cases per year), to include but not limited to the following:

    a. Physicist review of scheduled treatment plans/charts prior to administration on a regular basis.

    b. Physicist review of manual plans within 3 treatment days.

    c. Physicist review of urgent or emergent computer-generated plans within 3 treatment days.

    d. Ability to arrange on-site support for new treatments procedures/techniques with prior notice.

    e. Remote spot checking of charts/imaging for patients on treatment.

f. Availability to answer questions from unit regarding physics support including but not limited to questions regarding clinical dosimetry, patient setup, machine/equipment troubleshooting.

E. Participate in educational and research needs of the Radiation Oncology Unit, to include but not limited to the following:

a. Resident training to meet ACVR-RO requirements:

i. Willingness to sign a letter attesting to this participation for ACVR-RO

ii. Support residents in provision of Section VII.D. above and maintain an open line of communication with faculty in terms of feedback for resident training in these matters.

b. Consistent with Section VII.D. above, contractor must be willing to participate in resident training to support the radiation oncology unit's educational mission.

c. Time should be allocated in the proposal response for support in clinical/basic research projects to support the radiation oncology unit's research mission.

F. Facilitate smooth transition of physicist services from one provider to another and the ability to do so with no interruption of service.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide a detailed plan for provision of remote treatment plan review services in an Aria/Eclipse environment (base plan on support of approximately 150 patients annually) and address the following:

a. Describe the expected plan turn-around time.

b. Describe what procedures would be anticipated in order to implement emergency/urgent review of plans for the department.

2. Provide a detailed plan for monthly quality assurance and address if monthly QA visits would be provided during weekdays.

3. Provide a detailed plan for annual quality assurance. Please state how many days the annual quality assurance visit is expected to take and if there will be any clinic down time anticipated during the annual QA visit.

4. Describe the Offeror's physics support team's qualifications and provide a CV/resume for each member. Please state whether each of the proposed persons are ABR certified in therapeutic medical physics and address the following:

a. How many medical physicists are employed by your organization?

b. How many medical physicists in your organization are recognized qualified medical physicists in the state of Virginia?

c. If the team of medical physicists proposed were unavailable due to illness, vacation, change in job, etc., how would services be provisioned to meet clinic needs?

d. Does your organization employ dosimetrists and would remote dosimetry services be available if needed in the future?

5. Explain how the Offeror's physics support team would provide physics services in the event the machine were to require a major repair and specifically address the following:

   a. How many business days would a physics check out require to return to operation (assuming that all equipment needed is on site)?

   b. Would a service/emergency visit occur on a weekend?

   c. If specialized equipment were required to check out the machine prior to returning to operation, would the offeror be able to accommodate at no additional charge to the University?

   d. Provision of emergency visits should be included as a package with the annual/monthly service rather than an hourly fee.

   e. After notification of an emergency failure of the machine and repair by vendor, what is the expected response time to a request for an onsite visit to check out the machine prior to returning to operation?

6. Provide a detailed plan for provision of on-site services if requested by unit. Please address the expected response time to a request for an onsite visit that is non- emergency in nature.

7. Provide a list of preferably no less than three references, from veterinary clinics your organization has supported in the past or are currently supporting, including contact information that Virginia Tech can contact.

8. Provide pricing. Provision of services pricing should be offered as an annual **or** monthly package price rather than an hourly fee. Please also provide any applicable travel related fees should on-site support be needed on a price per-visit basis:

   Service Price: $_____ per month

   OR:

   $_____ per year

   AND:

   Travel fees: $_____ per visit

9. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

   If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM

subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov/

10. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

   a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS emailed to **procurement@vt.edu**. Size not to exceed 25Mb.

      Reference the Due Date and Hour, and RFP Number in the subject line of the email. **No confirmation receipt will be provided by Virginia Tech.**

      Any proprietary information should be clearly marked in accordance with 1.b & 2.d. below.

   b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked *"Redacted Copy"* within the file name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

      No other distribution of the proposals 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 Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the

paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of services offered and suitability for the intended purposes (Section VIII.A.1-3 under specific requirements)	30
2. Qualifications and experiences of Offeror in providing the services (Section VIII.A.4. and 7 under specific requirements)	20
3. Specific plans or methodology to be used to provide the services (Section VIII.A.5-6 under specific requirements)	30
4. Price	10
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10

Total 100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email to Roger Gupta ragupta@vt.edu, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3pm on November 18, 2020. Inquiries must be submitted to the procurement officer identified in this solicitation. Commissioning report is available upon request.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: http://www.procurement.vt.edu/vendor/wellsone.html or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at http://www.apps.vpfin.vt.edu/html.docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVII. CONTRACT ADMINISTRATION:

A. April Hylton, Assistant Dean for Administration, Virginia-Maryland College of Veterinary Medicine, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Zone Map for Cooperative Contracts
Attachment C - Sample of Standard Contract Form
Attachment D - COVID19 Guidance for Contractors

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_08012020.pdf

ADDITIONAL TERMS AND CONDITIONS:

A. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

B. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. CANCELLATION OF CONTRACT: Virginia Tech 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.

E. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

F. IDENTIFICATION OF PROPOSAL EMAIL: **Bids or Proposals may NOT be hand delivered to the Procurement Office.** Due to the COVID-19 emergency declaration, Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to procurement@vt.edu with the **RFP number, due date, and time in the subject line of the email**. No confirmation receipt will be provided. It is the responsibility of the offeror to make sure their proposal is delivered on time. Delivery Confirmation receipts from the offeror's own email system are highly recommended. **Attachments must be smaller than 25MB in order to be received by the University.**

The offeror takes the risk that if the email is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified.

G. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.

H. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. CRIMINAL CONVICTION CHECKS: All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus or buildings. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

C. EXTRA CHARGES NOT ALLOWED: The Proposal price shall be for complete provision of service, and shall include all applicable fees; extra charges, other than agreed upon travel, will not be allowed.

D. INSURANCE: By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

E. PRICE ESCALATION/DEESCALATION: Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the

effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

F. SAFETY: The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

G. SIDEWALK POLICY: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

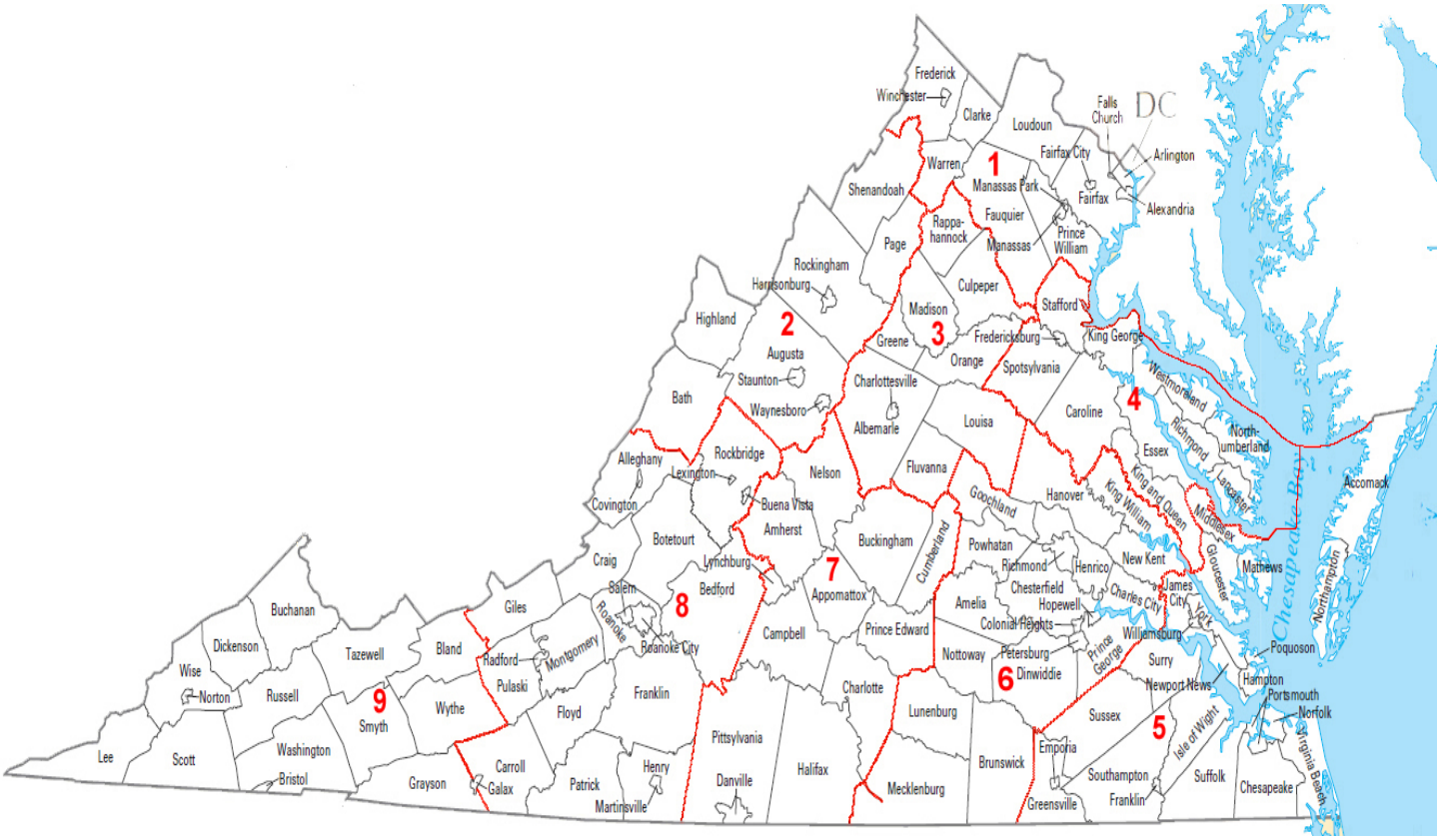
H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed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

I. TURF POLICY: Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

J. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

ATTACHMENT B

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> **George Mason University (Fairfax)**	**<u>Zone 2</u>** **James Madison University (Harrisonburg)**	**<u>Zone 3</u>** **University of Virginia (Charlottesville)**
<u>Zone 4</u> **University of Mary Washington (Fredericksburg)**	**<u>Zone 5</u>** **College of William and Mary (Williamsburg)** **Old Dominion University (Norfolk)**	**<u>Zone 6</u>** **Virginia Commonwealth University (Richmond)**
<u>Zone 7</u> **Longwood University (Farmville)**	**<u>Zone 8</u>** **Virginia Military Institute (Lexington)** **Virginia Tech (Blacksburg)** **Radford University (Radford)**	**<u>Zone 9</u>** **University of Virginia - Wise (Wise)**

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone

ATTACHMENT C

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number:_____

This contract entered into this ____ day of _____ 20___, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor:	Virginia Tech
By:_____	By: _____
Title:_____	Title:_____

Attachment D

Division of Campus Planning,
Infrastructure, and Facilities
Sterrett Center
230 Sterrett Drive
Blacksburg, Virginia 24061

ON-CAMPUS COVID-19 GUIDANCE FOR VENDORS AND CONTRACTORS

As of: August 26, 2020

With Virginia Tech's Aug. 3 shift to modified operations status, university vendors and contractors are reminded that while doing business on campus, or within a university owned or leased facility, your company and its representatives should observe the latest public health and safety guidance and uphold the Community Wellness Commitment.

Supervisors from your firm should proactively communicate these expectations with your company's representatives, staff, subcontractors and employees before they arrive on campus. The most recent guidance includes, but is not limited to, university requirements and best practices for:

- Wearing a face covering or mask in indoor and outdoor settings, with limited exceptions.
- Maintaining appropriate physical distance.
- Practicing good personal hygiene, including frequent handwashing, covering coughs or sneezes, and avoiding touching the face.
- Reporting any symptoms or potential exposures to COVID-19 to their Virginia Tech university contact or the Procurement Department (contact information below).
- Reporting any positive or suspected cases of COVID-19 to their Virginia Tech university contact or the Procurement Department (contact information below).
- Staying home if they are sick.

Like employees and students, vendors and contractors are also expected to complete the daily Hokie Health check survey before coming to any Virginia Tech campus or office. This health check can be completed by downloading the Hokie Ready app. If preferred, a vendor or contractor may use a paper version of the survey.
https://ready.vt.edu/content/ready_vt_edu/en/health.html#app.html

The Community Wellness Commitment exemplifies the university and community's pledge to care for the health and well-being of every member of our community. The university appreciates the participation of our vendors and contractors in this commitment. https://ready.vt.edu/content/dam/ready_vt_edu/well/wellness-commitment-8.5x11VT.pdf

In addition:

- The Governor of Virginia issued Executive Order on August 21, 2020, Amended Number Sixty-Seven (2020) and Order of Public Health Emergency Seven, Phase Three Further Easing of Certain Temporary
  Restrictions due to Novel Coronavirus (COVID-19). This includes the Guidelines for All Business Sectors, to establish policies and practices for maintaining appropriate physical distance.
  https://www.governor.virginia.gov/media/governorvirginiagov/governor-of-virginia/pdf/eo/Amended-EO-67-Order-of-Public-Health-Emergency-Seven.pdf

- The Town of Blacksburg passed Ordinance 1942, on August 11, 2020 which was enacted a requirement to wear a mask or face covering.
  https://blacksburg.granicus.com/MetaViewer.php?view_id=20&event_id=5647&meta_id=91053

- The Department of Labor and Industry has issued a new Regulation 16VAC25-220, Emergency Temporary Standard, Infectious Disease Prevention: SARS-CoV-2 Virus That Causes COVID-19, effective July 27, 2020 which enacted to establish requirements for employers to control, prevent, and mitigate the spread of SARSCoV-2, the virus that causes coronavirus disease 2019 (COVID-19) to and among employees and employers. https://www.doli.virginia.gov/wp-content/uploads/2020/07/COVID-19-Emergency-Temporary-Standard-FORPUBLIC-DISTRIBUTION-FINAL-7.17.2020.pdf

Also, more information on the university's response to COVID-19 and any future updates to public health and safety guidance can be found at https://ready.vt.edu/. If your company has any questions, please contact procurement@vt.edu or 540-231-6221.

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution

Proposal to Virginia Tech
In Response to Request for Proposal #0061694
To Provide Veterinary Radiation Oncology Medical Physics Services
By
Associates in Medical Physics
7501 Greenway Center Dr. Ste 1001
Greenbelt, MD 20770

Business Proposal

.

Offeror's Point of Contact Business Representatives

Brian Pellegrini
CEO
Associates in Medical Physics
7501 Greenway Center Dr., Ste 1001
Greenbelt, Maryland 20770

Phone: 240-503.1259
Fax: 240-542-0318
E-mail bpellegrini@ampglobal.net

Wolfram Laub
COO
Associates in Medical Physics
7501 Greenway Center Dr., Ste 1001
Greenbelt, Maryland 20770

Phone: 301-220-3580
Fax: 240-542-0318
E-Mail: wlaub@ampglobal.net

Arnold Able
President, Chief Medical Physicist
Associates in Medical Physics
7501 Greenway Center Dr., Ste 1001
Greenbelt, Maryland 20770

Phone: 301-220-3580
Fax: 240-542-0318
E-Mail: aable@ampglobal.net

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AMP Overview

Associates in Medical Physics (AMP) headquartered in Greenbelt, MD is a leading solutions provider in the therapeutic and diagnostic application of radiation. AMP has 20+ years successfully partnering with hospital Radiation Oncology and Diagnostic Imaging departments, outpatient centers, and veterinary clinics; helping them to achieve their patient care and business goals. AMP provides technical expertise for consultation, development, and management of applied radiation systems, including staffing and management solutions to clinics and hospitals. AMP provides programmatic staffing and management to Radiation Oncology clinics for medical physics and dosimetry, commissioning and consultation services, strategic planning assistance, shielding design and verification, and leadership in Quality Management Programs, Radiation Safety Programs, and ACR Accreditation. AMP also provides qualified medical physicists to support ACR Accreditation in Mammography, MRI, CT, Nuclear Medicine, and Ultrasound. AMP is a financially stable company with the mission critical resources such as 100+ employees (including Medical Physicists, Dosimetrists, Radiation Therapists, Nurses, IT and Admin/Managers) essential to ensure that Virginia – Maryland Collage of Veterinary Medicine will be provided high-quality and timely support in meeting the requirements of this RFP.

AMP has prepared the following response which will fully meet Section VII. Statement of Needs in RFP #0061694.

Section A. Specific Requirements

PARAGRAPH 1. *Provide a detailed plan for provision of remote treatment plan review services in an Aria/Eclipse environment (base plan on support of approximately 150 patients annually).*

AMP will provide a team of physicists and various tools to support the needs of the facility. The physics team will consist of 3 clinical physicists (Amy Bitz, Anne Patterson, and Lindsay Jones), 2 supervising physicists (Wolfram Laub and Arnold Able) and 1 physics assistant (Matthew O'Neil). AMP will incorporate the following tools to handle facility requests:

- Microsoft Teams will be used to handle requests.
- AMP will supply the department with a contact list inclusive of phone numbers and email addresses for each of the team members assigned.
- AMP will provide telephone support to the facility to consult on matters pertaining to Linac RT service, and in response to inspections, program changes, and incidents involving radiation and/or radioactive materials.

Under the current 90-day agreement, AMP has developed a workflow between AMP's medical physics team and the radiation oncologist team which includes a channel in Microsoft Teams

PARAGRAPH 1. *continued*

that is utilized when plans need to be checked and a shared phone list for urgent case requests. AMP will continue to work closely with the radiation oncologists to ensure that patients are never delayed, because of pending chart checks.

Regulatory Compliance

- AMP will provide an inspection once per annum of the LINAC and IGRT x-ray system for compliance with Virginia state regulations.
- AMP will prepare all required Virginia forms for facility submittal to State.

Remote Treatment Plan Review

- AMP will provide remote physicist review of scheduled treatment plans/charts prior to administration. The AMP clinical physics team has been granted remote access to the department's treatment planning system Eclipse and chart system ARIA under the current 90-day agreement. AMP will use this remote connection to access charts and ensure chart checks are completed prior to administration. AMP in collaboration with the radiation oncologists developed an electronic check list for remote chart checks, this checklist will be completed by the clinical physicist. Once the chart check has been completed, the status will be communicated back to the radiation oncologist via phone or the Microsoft Teams channel.
- AMP will provide remote spot checking of charts/imaging for patients on treatment. Once a week an AMP clinical physicist will perform weekly chart checks of all patients under treatment through the remote connection. In collaboration with the radiation oncologists an electronic weekly chart check list was developed and will be completed by the clinical physicist.
- Physics review of remote plans will be completed within 3 treatment days.

On-Site Treatment Plan Review

- Upon request and with 72-hour notice, AMP will provide on-site physicist review of scheduled treatment plans/charts prior to administration. A physicist will travel on site and follow the established process for cases where in addition to the chart check physics presence during the first day of treatment is requested.
- AMP will provide remote spot checking of charts/imaging for patients on treatment Once a week an AMP clinical physicist will perform weekly chart checks of all patients under treatment while on site.
- Physics review of manual plans will be completed within 3 treatment days.

Handling of Physics Support Requests

Physics support requests involving clinical dosimetry, patient setup, machine/equipment troubleshooting will be handled by Amy Bitz as the main physicist, Anne Patterson as her backup, and Lindsay Jones as the second backup. In the unusual event all three clinical physicists are absent the request will be handled by one of the supervising physicists. Requests can be made via phone or the established Microsoft Teams channel. Once a request has been made via phone or Microsoft Teams channel, receipt of request and confirmation of the request will be handled by the team member that receives the request.

PARAGRAPH 1.a. *Describe the expected plan turn-around time.*

The typical turn-around time for non-urgent plans will be within 3 - 5 treatment days. Urgent plan turnaround time will be provided within 3 treatment days; however, AMP will use best efforts to meet urgent clinic needs.

PARAGRAPH 1.b. *Describe what procedures would be anticipated in order to implement emergency/urgent review of plans for the department.*

The procedure for emergency and urgent plan review will be as follows:

The facility will contact AMP via phone or through the established Microsoft Teams Channel. Upon receipt of emergency/urgent review request by one of the AMP team members AMP will notify the department of receipt of the request and respond to request within 48 hours or sooner if requested.

PARAGRAPH 2. *Provide a detailed plan for monthly quality assurance and address if monthly QA visits would be provided during weekdays.*

To comply with **Section VII. A.** of the RFP**,** AMP will implement a monthly Physics QA procedure which will be accomplished via monthly spot checks of machine performance. Testing to include but not be limited to the following:

- Absolute dose calibration of photon beam
- Energy verification – single field two depths
- MV/IGRT Isocenter alignment
- Spot check of mechanical and digital readouts
- Safety/Interlock spot checks
- Verification of MLC performance
- IGRT System performance checks

AMP will coordinate with the clinic to provide monthly physics QA services during the week to allow check-in with the radiation oncologists; however, it is also possible this service could be performed over the weekend.

PARAGRAPH 3. *Provide a detailed plan for annual quality assurance. Please state how many days the annual quality assurance visit is expected to take and if there will be any clinic down time anticipated during the annual QA visit.*

To comply with **Section VII. B.** of the RFP, AMP will implement annual Physics QA procedures to be accomplished via equipment performance checks. Testing to include but not be limited to the following:

- Absolute dose calibration of photon beam
- Output variation versus field size at fixed SSD/depth
- Energy verification – PDD and/or TMR measurements
- MV/IGRT Isocenter alignment
- Flatness/Symmetry evaluation
- Accuracy of mechanical and digital readouts
- Safety/Interlock testing
- Verification of MLC performance
- IGRT System imaging and x-ray generator performance checks
- Comparison with commissioned baselines

Annual quality assurance visits are expected to take 2.5 days onsite and 1 week of remote work. Linac access will be requested for early afternoon on Friday and work will be conducted throughout the weekend. Any remaining work will be performed remotely. AMP anticipates no clinic downtime during the annual QA visit.

PARAGRAPH 4. *Describe the Offeror's physics support team's qualifications and provide a CV/resume for each member. Please state whether each of the proposed persons are ABR certified in therapeutic medical physics and address the following:*

The breadth of the experience of AMP staff physicists includes competency in all modern modalities of Radiation Oncology (IMRT, 3DCRT, VMAT, SRS, SBRT, HDR, LDR, radiopharmaceuticals). In addition, AMP offers service in the field(s) of Diagnostic Radiology and Nuclear Medicine Physics (AMP maintains a staff of seven diagnostic physicists) and Radiation Safety (AMP staffs several hospitals and clinics with Radiation Safety Officers).

The team of physicists who will service this contract will include:

Physicist	Certifications/Licenses	Years of Experience
Amy Bitz, M.S.	Virginia State Licensed	14
Anne Patterson, M.S.	Virginia State Licensed	35
Lindsay Jones, M.S.	DABR in Therapeutic Medical Physics	14
Wolfram Laub, PhD, MBA	DABR in Therapeutic Medical Physics	22
Arnold Able, M.S.	DABR in Radiological Physics	42

Physicist Assistant	Certifications	Years of Experience
Matthew O'Neil, M.S.	Virginia State Licensed	5

PARAGRAPH 4.a. *How many medical physicists are employed by your organization?*

AMP currently has a physics staff of 46 employees of which 37 are medical physicists, 6 are diagnostic physicists and 3 are physics assistants.

PARAGRAPH 4.b. *How many medical physicists in your organization are recognized qualified medical physicists in the state of Virginia?*

AMP has 16 medical physicists recognized as qualified medical physicists in the state of Virginia.

PARAGRAPH 4.c. *If the team of medical physicists proposed were unavailable due to illness, vacation, change in job, etc., how would services be provisioned to meet clinic needs?*

As part of our current contract AMP has a team of three clinical physicists, two supervising physicists and one physics assistant currently assigned to the College of Veterinary Medicine. In the unlikely event AMP's assigned team is unavailable, AMP currently as a pool of 13 additional physicists to pull from and anticipates this number to grow soon. This guarantees that there is always backup available to provide the needed services. AMP's backup physicists will use the Microsoft Teams channel to communicate with the department and they will provide their phone number with the department as well.

PARAGRAPH 4.d. *Does your organization employ dosimetrists and would remote dosimetry services be available if needed in the future?*

AMP currently employs 29 dosimetrists, 27 of which are certified medical dosimetrists. AMP has experience providing both onsite and remote dosimetry services which can be provided in a dedicated fashion and on an as-needed basis. Dosimetry services can be priced at a fixed cost, hourly or per-plan based on needs. AMP's dosimetry experience is currently based on human patient services; however, should remote dosimetry services be requested in the future AMP would be prepared to accommodate the request with some direction/interaction with the veterinary oncologist.

Physics Support Team CVs included.

CURRICULUM VITAE

CURRICULUM VITAE
2020

PARAGRAPH 5. *Explain how the Offeror's physics support team would provide physics services in the event the machine were to require a major repair and specifically address the following:*

In the event the Linac required major repair AMP's physics team and the department would communicate via phone or established Teams channel to discuss possible options and solutions. Once an option/solution has been determined and agreed upon and the necessary work is completed by the facility vendor the department will notify the AMP Team and a team member will be dispatched to conduct the necessary testing to make sure the machine is ready for patient treatment as quickly as possible.

PARAGRAPH 5.a. *How many business days would a physics check out require to return to operation (assuming that all equipment needed is on site)?*

As soon as the field service engineer has diagnosed the problem with the linear accelerator, we would discuss with the FSE what QA would be needed afterwards. If necessary, would then send someone on site and start the QA work upon arrival and the repair has been finished. Smaller issues can usually be handled by the in-house radiation therapist and with a physicist remotely guiding the therapist.

PARAGRAPH 5.b. *Would a service/emergency visit occur on a weekend?*

A service/emergency visit could occur on a weekend. Our goal always is to minimize downtime to patients

PARAGRAPH 5.c. *If specialized equipment were required to check out the machine prior to returning to operation, would the offeror be able to accommodate at no additional charge to the University?*

We have physics equipment like radiation detectors and electrometers we could bring on site, but we have commissioned all of the College of Veterinary Medicine's physics equipment under our current 90-day agreement in preparation of the go-live with the first patient. As a result, the department has all necessary physics equipment on site and ready to be used, so it is unlikely any AMP equipment would need to be shipped on site.

PARAGRAPH 5.d. *Provision of emergency visits should be included as a package with the annual/monthly service rather than an hourly fee.*

Emergency visits are included as part of the monthly service fee; however, they will incur a travel fee.

PARAGRAPH 5.e. *After notification of an emergency failure of the machine and repair by vendor, what is the expected response time to a request for an onsite visit to check out the machine prior to returning to operation?*

PARAGRAPH 5.e. ***continued***

AMP will respond as soon as we are made aware of a machine failure and together with the FSE and radiation oncologists would determine what we would need to do to bring the linear accelerator back online for the clinic. If it is determined that AMP should come on site, then we would need between 2 - 3 hours for travel time.

PARAGRAPH 6. *Provide a detailed plan for provision of on-site services if requested by unit. Please address the expected response time to a request for an onsite visit that is non- emergency in nature.*

Upon request for on-site service and with 72-hour notice, a member of the AMP team will travel on-site to complete the requested service. The AMP team member will remain on-site until the work is completed. Once the on-site service request is completed the physicist will return to AMP until a new request is made.

PARAGRAPH 7. *Provide a list of preferably no less than three references, from veterinary clinics your organization has supported in the past or are currently supporting, including contact information that Virginia Tech can contact.*

AMP has experience with a wide range of equipment and veterinary oncology centers and has performed similar activities in scope and complexity. Below is a list of three veterinary clinic references which may be contacted:

Facility: Ethos Veterinary Health dba **The Oncology Services** (Springfield, Leesburg and Richmond)
134 Fort Evans Rd., NE, Leesburg, VA 20176

Providing service to facility since June 10, 2013

Scope: LINAC calibration and maintenance services consisting of quarterly and annual calibrations and state inspections; LINAC service maintenance, nuclear medicine clinical services consisting of audits, leak testing, radiation safety training and licensing and mobius software resource and access service.

Point of Contact: [redacted]

PARAGRAPH 7*. continued*

Facility: VCA Southpaws Veterinary Specialists & Emergency Center
8500 Arlington Boulevard Fairfax, VA 22031

Providing service to facility since August 1, 2006

Scope: Clinical Medical Physics Service for Program Maintenance consisting of annual performance evaluation, monthly calibrations, state inspections, review of charts and machine operating information and remote technical guidance.

Points of Contact: [redacted]

Facility: The Oncology Service: Regional Veterinary Referral Center - formerly known as Radiocat
6651 Backlick Rd., Springfield, VA 22150

Providing service to facility since January 1, 2004

Scope: LINAC calibration and maintenance services consisting of quarterly and annual calibrations and state inspections; LINAC service maintenance

Point of contact: [redacted]

PARAGRAPH 8. *Provide pricing. Provision of services pricing should be offered as an annual or monthly package price rather than an hourly fee. Please also provide any applicable travel related fees should on-site support be needed on a price per-visit basis:*

Service Price: $6,750.00 per month

Travel Fees: $500.00 per visit

PARAGRAPH 9. *Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:*

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov/

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at http://sbsd.virginia.gov/ .

____ **Large**

_X_ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

PARAGRAPH 10. General Information Form

COMPANY INFORMATION/SIGNATURE: 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 or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Associates in Medical Physics, LLC		FEDERAL TAXPAYER NUMBER (ID#) [redacted]	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice) Associates in Medical Physics, LLC	
PURCHASE ORDER ADDRESS 7501 Greenway Center Dr., Ste 1001 Greenbelt, MD 20770		PAYMENT ADDRESS 7501 Greenway Center Dr., Ste 1001 Greenbelt, MD 20770	
CONTACT NAME/TITLE (PRINT) Brian Pellegrini, CEO			E-MAIL ADDRESS bpellegrini@ampglobal.net
TELEPHONE NUMBER 301-220-3580	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS 240-542-0318	

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5_____ 6_____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES_____ NO_____X_____

SIGNATURE_____ Date: _____

08/01/2020

Attachment 1

1. **Virginia Tech Question:** On page 4 of AMP's proposal, AMP states it will assist with annual state mandated inspections and preparation of forms for submissions to the Virginia Department of Health. If awarded a contract, is AMP also prepared to negotiate with the Virginia Department of Health on behalf of Virginia Tech in clarifying the parameters for emergent/urgent use of the linear accelerator in the absence of a registered radiation therapist given that there are no regulations/guidelines for a veterinary facility?Specifically, the authorized user has been given written permission by the VDH to operate the linear accelerator for a patient in the absence of the radiation therapist but no clarification or guideline has been given about what constitutes an emergency from VDH. Is AMP prepared to assist Virginia Tech, the authorized user, and the university radiation safety office in proffering these guidelines to VDH?

Contractor Answer: *Yes, AMP will use best efforts to assist in cooperation with the RSO. In the event the level of effort becomes significant AMP may need to charge additional fees to support the effort, which would be discussed with Virginia Tech and mutually agreed upon ahead of time.*

2. **Virginia Tech Question:** As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Contractor Answer: *A redacted copy of our proposal has been included with this response.*

3. **Virginia Tech Question:** Are there any additional financial or value-added incentives/discounts you would like to offer?

Contractor Answer: *AMP would be willing to offer a 2% rebate if annual billings under this contract exceed $100,000.*

4. **Virginia Tech Question:** If awarded a contract, would AMP agree to provide invoices with payment due thirty (30) days after receipt of invoice or services, whichever is later?

Contractor Answer: *Yes*

5. **Virginia Tech Question:** If awarded a contract, would you agree that you will be performing services as an Independent Contractor and are not an employee of Virginia Tech or any other Commonwealth Entity?

Contractor Answer: *Yes*

6. **Virginia Tech Question:** End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process, if awarded a contract.

Contractor Answer: *Yes*

7. **Virginia Tech Question:** If awarded a contract, would you agree that the initial contract period shall be five years?

Contractor Answer: *Yes*

8. **Virginia Tech Question:** If awarded a contract, upon completion of the initial contract period, would AMP agree that the contract may be renewed by Virginia Tech upon mutual written agreement of both parties for two (2) additional five year periods, under the terms of the current contact?

Contractor Answer: *Yes, with the understanding that annual price increases would be applicable during the additional five year periods per our responses to questions 9 and 10 below.*

9. **Virginia Tech Question:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

Contractor Answer: *AMP's pricing as submitted was fixed for the initial five-year term. The demand for qualified physicists is very high, and therefore wages may increase faster than CPI-W; therefore, during any optional renewal period, the annual increase should be no less than 2% and shall be no greater than 3% per year to ensure AMP can continue to provide high quality resources.*

10. **Virginia Tech Question:** If awarded a contract, are you willing to hold prices firm for the initial contract period?

Contractor Answer: *AMP would be willing to hold the pricing fixed for the initial contract term.*

11. **Virginia Tech Question:** While other factors such as the methodology, quality of service and prior experience are considered during the selection process, the evaluation of price, is a key element of the evaluation. With this in mind, please provide your most competitive price structure.

Contractor Answer: *Please refer to Item 3 above regarding additional discounts.*

12. **Virginia Tech Question:** Would AMP agree to participate in the Wells One AP Control Payment System? You would be paid slightly faster but there are bank fees involved. Please see: https://www.procurement.vt.edu/vendor/wellsone.html

Contractor Answer: AMP would be willing to participate but would need to increase our fees by 3% to offset bank fees.

13. **Virginia Tech Question:** Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person's commitment to assuring the highest quality service to Virginia Tech if your organization is awarded a contract.

Contractor Answer: *AMP's CEO, Brian Pellegrini has been involved in the preparation of our response. He is fully committed to AMP's values which include focusing on the needs of those we serve, holding ourselves to higher standards of quality, safety and service and integrity (inclusive of honesty and transparency). He is committed to extending these values to the servicing of Virginia Tech should a contract be awarded. Brian has assigned our COO, Wolfram Laub, PhD, DABR, former Chief of Clinical Medical Physics at The Johns Hopkins University School of Medicine to be personally involved in overseeing the technical quality of our services.*

14. **Virginia Tech Question:** Please describe your quickest turn-around time if emergency services are needed.

Contractor Answer: *Turn-around time for emergency services will be 3 days; however, AMP will attempt to turn around emergency services as quickly as possible.*

15. **Virginia Tech Question:** Are you willing to maintain your company's participation in the eVA internet procurement solution described in the terms and conditions of the RFP for the duration of the contract?

Contractor Answer: *Yes*

16. **Virginia Tech Question:** Are the prices for all services listed in your proposal inclusive of all applicable eVA system transaction fees?

Contractor Answer: *Yes*

17. **Virginia Tech Question:** Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Contractor Answer: *Yes*

18. **Virginia Tech Question:** Do you acknowledge, agree, and understand that the terms and conditions of the RFP# 0061694 shall govern the contract if a contract is awarded to your company?

Contractor Answer: *Yes*

19. **Virginia Tech Question:** If awarded a contract, would you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract? See: https://www.sbsd.virginia.gov/

Contractor Answer: *Yes, if AMP meets the certification requirements.*