



OWENS
COMMUNITY COLLEGE

OWENS STATE COMMUNITY COLLEGE

Picture Archiving Communication System

REQUEST FOR PROPOSALS

February 17, 2020

Table of Contents

1.0	REQUEST FOR PROPOSALS PROCESS	3
1.1	GENERAL INFORMATION	3
1.2	INQUIRIES	3
1.3	PROPOSAL SUBMISSION	3
1.4	BACKGROUND	4
2.0	REQUEST FOR PROPOSALS	4
2.1	SCOPE OF PROPOSALS	4
2.2	VENDOR REQUIREMENTS	4
2.3	GENERAL INSTRUCTIONS	5
2.4	SELECTION CRITERIA	6
2.5	PROJECTED TIMELINE	6
3.0	GENERAL TERMS AND CONDITION	6
4.0	OFFICIAL BID FORM	11
4.1	Signature and Agreement to College Rights and Conditions	12
4.2	PRICE SHEET	13
	EXHIBIT A	14

**OWENS STATE COMMUNITY COLLEGE
“PICTURE ARCHIVING COMMUNICATION SYSTEM”
REQUEST FOR PROPOSALS**

1.0 REQUEST FOR PROPOSALS PROCESS

1.1 GENERAL INFORMATION

Sealed proposals will be received by Owens State Community College for a **Picture Archiving Communication System. until March 27, 2020 at 4:00 pm.**

All proposals should be clearly marked "**Picture Archiving Communication System**" and addressed to Christine Smith, Chair, Radiologic Technology, Owens State Community College, P.O. Box 10,000, Toledo, Ohio 43699-1947. If you plan on dropping off your response in person or via a courier service, Health Technologies Room 523, 30335 Oregon Road, Perrysburg, OH 43551.

Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, Owens may or may not decide to consider the proposal regardless of the reason for the late submission after the accepted bids have been reviewed.

1.2 INQUIRIES

Specifications and any questions can be directed to Christine Smith, christine_smith@owens.edu. The proposer's question and Owens' response will become public record. All questions and answers will be provided to all interested firms prior to the submission date. Owens State Community College reserves the right to waive any irregularities and reject any or all proposals and to determine the lowest and best bid.

1.3 PROPOSAL SUBMISSION

Interested firms should submit three (3) hard copies and one (1) electronic copy, (preferably in Microsoft Word format) of their proposal **not later than 4:00 P.M. on March 27, 2020** to:

Christine Smith
Chair, Radiologic Technology
Owens State Community College
P.O. Box 10000
Toledo, OH 43699-1947

Note: If you wish to drop your proposal off in person or via a courier service, please deliver to:

Christine Smith
Chair, Radiologic Technology
Health Technology
Building Room 523 for courier delivery
30335 Oregon Road
Perrysburg, OH 43551

1.4 BACKGROUND

Owens State Community College began as a technical institute under the jurisdiction of the Ohio Department of Education. The first classes were offered in Toledo on September 13, 1965 with less than 200 students. Two years later, in 1967, the College was chartered by the Ohio Board of Regents as a technical college. In 1983, Owens Community College opened its Findlay-area campus at Cory and Davis streets.

In 1994, the College was chartered as a comprehensive state community college with a district encompassing Lucas, Wood and Hancock counties, and parts of Ottawa and Sandusky counties.

Since 1994, Owens State Community College has more than doubled its student enrollment on the Toledo-area and Findlay-area campuses and is the fastest growing higher educational institution in Northwest Ohio. Owens' Toledo-area and Findlay-area campuses continually serve more than 45,000 credit and non-credit students annually.

The Picture Archiving Communication System will be used to replace an outdated Picture Archiving Communication System. The current system cannot be integrated with the current technology in the Sonography, Magnetic Resonance Imaging, and Radiography laboratories. The new system must be able to be integrated with current equipment used in the laboratory courses for General Sonography, Vascular Sonography, Magnetic Resonance Imaging, Digital Radiography, and a Mobile Digital Portable X-ray. In addition, the new system must be able to be integrated with an Electronic Health Record and must be able to have images downloaded from outside resources.

2.0 REQUEST FOR PROPOSALS

2.1 SCOPE OF PROPOSALS

This request for proposal is for the purchase of a picture archiving communication system.

This equipment will replace a current system. The current system only works with the Computed Radiography equipment in HT 422. The system cannot be used with the Digital radiography, the digital portable, the Magnetic Resonance Imaging lab or the Sonography equipment. The new system will be able to be used for all modalities as well as integrated with an Electronic Health Record.

General Sonography: For the General Sonography students, this equipment will be utilized in MIT 105, DMS 102, DMS 106, DMS 212, DMS 214, DMS 216, DMS 218, DMS 220. A Picture Archiving Communication system aids in meeting objectives in these courses. For example in DMS 102, a course objective states, “Correlates pertinent patient history/assessment, laboratory tests and other imaging modalities.” Students will be able to correlate the structures they are imaging in Sonography by viewing the same structures through other modalities of study. A student learning outcome states, “Be able to identify anatomical structures of the upper abdomen, thyroid and male pelvis to include the liver, gallbladder/biliary system, spleen, kidneys, abdominal vasculature, pancreas, scrotum and thyroid.” Identification of these structures occurs with images on a Picture Archiving Communication System.

Vascular Sonography: For the Vascular Sonography students, this equipment will be utilized in MIT 105, DMS 103, DMS 105, DMS 213, DMS 215, DMS 217, DMS 219, DMS 221. A Picture Archiving Communication system aids in meeting objectives in these courses. For example in DMS 105, a course objective states, “Correlate pertinent patient history/assessment, laboratory tests, and other imaging modalities.” Students will be able to correlate the structures they are imaging in Vascular Sonography by viewing the same structures through other modalities of study. A student learning outcome states, “Describe, identify and evaluate the anatomy and physiology of the venous system.” Identification of these structures occurs with images on a Picture Archiving Communication System.

Magnetic Resonance Imaging: For the MRI students this equipment will be utilized in MRI 100, MRI 104, MRI 103, MRI 204, MRI 205, MIT 104 and MIT 201. A Picture Archiving Communication system aids in meeting objectives in these course. For example in MRI 100, a student learning outcome is to “Identify the components and describe the function of each utilized in MR image production.” The PACS system is an essential component of the MR imaging equipment. All images are stored, evaluated and displayed for MR

technologists. A course objective for MIT 104 is “Examine the computer technology utilized in the health care setting.”

Radiologic Technology: For the Radiography students, this equipment is utilized in PHY 211, RAD 111, RAD 112, RAD 113, RAD 114, RAD 212, RAD 213, and RAD 214. A Picture Archiving Communication system aids in meeting objectives in these courses. For example in RAD 212, a course objective states, “The course presents information on the wide range of computer applications in medical imaging, including but not limited to digital imaging modalities, PACS, and electronic medical records.” The student learning outcome states, “The students will describe and explain the processes and equipment involved with digital image production, manipulation, storage and electronic medical records.” In RAD 213 the course objective states, “The course will provide applied experiences in a laboratory setting to evaluate radiographic image resolution and the effect of technical factors on density.” The evaluation of these images occurs with images on a Picture Archiving Communication System.

This system must be able to integrate with the Magnetic Resonance Imaging laboratory, the Vascular and General Sonography laboratory equipment, the Digital X-ray machine, and the Digital Portable X-ray machine. The system must also be able to integrate with an Electronic Health Record.

We will also plan to expand interprofessional offerings to other programs in the School of Nursing and Health Professions using an electronic health record.

Vendor must supply two bids: one for immediate purchase and second lease to buy option with a maximum length of the contract being 5 years. Complete installation ready for use will be needed. Terms will include training and a service agreement for purchased items. Proposed delivery or **contract begin date July 1, 2020.**

A memorandum of agreement – service contract – will be prepared between Owens and the successful vendor as a result of these proposals. Warranty to include all necessary components of the PAC’s system.

2.2 VENDOR REQUIREMENTS

- A. Provide evidence of the ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.
- B. Provide three professional references where the respondent has successfully provided desktop office supplies service. Respondent must clearly identify the following for all references:
 - Company/institution name
 - Contact name, title and telephone number
 - Contact’s email address
 - Date of service and performance
 - Brief summary of service provided
- C. Provide evidence of financial stability for the past five (5) years, such as audited balance sheets, income statement, supporting notes and any other relevant information or unaudited financial information that is certified as to accuracy by the vendor.

2.3 GENERAL INSTRUCTIONS

A. Proposal

Provide any documents or supplemental schedules that you believe may be necessary to clarify your proposal. The proposal should be bid for specified manufacturers or suitable equivalents. The proposal must include:

- A response to vendor requirements, as stated above.
- Specific company and individual(s) experience relative to the proposed project. As needed
- Equipment specifications, warranty, preventative maintenance and equipment servicing information.
- Staff training on equipment use and care.
- Include delivery of materials and installation or set up.
- Completion of the bid form.
- Completion of the price schedule.
- Earliest delivery dates for the equipment.

B. Multiple/Alternative Proposals

A proposer may submit multiple or equivalent proposals.

C. Public Information

All submitted proposals and information included therein or attached thereto shall become public records at the close of the submission period. Proposals will not be opened and read in a public forum. However, all submitted proposals and information included therein or attached thereto will become the property of the College and are considered as public record.

A proposer may submit written questions in order to clarify any matters relating to this Request for Proposals. The proposer's question and Owens' response will become public record.

D. Contact Office

Christine Smith, Chair, Radiologic Technology is the single point of contact and shall be the contact with regard to all aspects of this Request for Proposals. Respondents are not allowed to communicate with Owens employees, staff, faculty or officials regarding this RFP, except at the direction of the Owens contact. Any unauthorized contact will disqualify the vendor from further consideration of this RFP and any future RFP events of same nature.

E. Right to Reject Proposals, Waive Informalities and Award Agreements

Owens reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposals, and to accept or reject any item or combination of items.

F. Execution of Agreement

If a vendor does not execute an agreement within thirty (30) days after being notified of selection, Owens may give notice to the vendor of the Owens' intent to select the next most qualified vendor or call for new proposals, whichever Owens deems most appropriate. A draft copy of an agreement shall be submitted with the proposal.

G. Contractor's Costs to Develop Response or to Fulfill Contractual Responsibilities

The College is not liable for any costs incurred by the Contractor(s) prior to or during the Contract, unless specified herein. All cost associated with the development of a response and in responding to this RFP is solely that of the Contractor and is not chargeable to the College under any resulting contract or in any other manner.

H. Assignment

Neither the Contract nor any rights, duties, or obligations described herein shall be assignable by the Contractor without the prior written approval of the College. The Contractor shall not delegate any duties or obligations to another party without prior written approval by the College.

2.4 SELECTION CRITERIA

The following criteria will be used to evaluate proposals and to recommend the award.

Quality and cost of equipment, as required by the RFP.

- Quality and cost of all trainers in total.
- Cost of any set-up.
- Cost of instruction for use of the trainers.
- Cost of shipment to Owens.
- Delivery dates.
- Compliance with technical specifications
- Firm’s or individual’s reputation, experience and availability
- Recommended approach to providing the items and services requested
- Quality and adequacy of response (completeness, responsiveness, clarity and creativity)
- Financial strength and capacity of the organization
- Fees (Fees should be quoted in the proposal as either (a) a fixed fee for individual types of checks or (b) packaged pricing
- Other relevant criteria

It shall be Owens’ sole discretion on valuation of the award.

The College reserves the right to weight these factors at its sole discretion.

2.5 PROJECTED TIMELINE

Solicitation of proposals	February 17, 2020
Deadline for submitting written questions	March 10, 2020
Deadline for submitting proposals	4:00 pm on March 27, 2020
Internal review and identify finalist(s).....	April 17, 2020
Contract negotiations	April 27, 2020
Board of Trustees approval	May 2020
Execution of contract	July 2020

3.0 GENERAL TERMS AND CONDITIONS

A. Indemnification

Contractor agrees to indemnify the College, its governing board, officers, employees, agents, students and the State of Ohio from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, and attorney’s fees, which may arise out of Contractor’s

performance of this Agreement, except to the extent such are caused by the sole fault or negligence of the College.

B. Governing Law

This Agreement is made under and will be construed in accordance with the laws of the State of Ohio.

All questions relating to the validity, interpretation, performance or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the federal or state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.

C. Contingent upon Appropriation

It is understood that any and all expenditures of State funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due hereunder, then the State of Ohio's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State.

D. Unresolved Findings

The College is prohibited, pursuant to §9.24, from contracting with any Contractor against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is unresolved. Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Contract is void *ab initio* and the Contractor must immediately repay to the College any funds paid under this Contract. If at any time during the RFP process the Contractor appears on the Auditor's Findings for Recovery Database, such Contractor's response shall be disqualified and any contract award rescinded.

E. Suspension or Debarment

Contractor certifies that it is not suspended or debarred by the Federal Government or State of Ohio from participating in Federal or State funded projects.

F. Absence of Sanctions

Contractor represents that neither it nor any of its owners, officers or employees have been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid. Contractor agrees that if it or any such individual associated with it should become the subject of an investigation relating to health care fraud, abuse or misconduct, or should be sanctioned by or excluded from participating in any federal or state health care program, including Medicare and Medicaid, it will immediately notify the College contact of such event and the College contact will have the right to immediately terminate this Agreement without penalty or cost.

G. Compliance with Law and Policies

Contractor hereby covenants and agrees that in the course of Contractor's performance of its duties hereunder, Contractor will comply with all applicable federal, state and local government statutes, ordinances and regulations, and College policies and procedures.

If professional licensing or certification constitutes a qualification for Contractor's performance under this Agreement, Contractor will make immediately available, at the College's request, a copy of said certification or licensure.

The Contractor warrants that it has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to:

- Family Educational Rights and Privacy Act (FERPA)
- Gram-Leach-Bliley (GLB) Act
- Health Insurance Portability and Accountability (HIPAA) Act of 1996
- Privacy Act of 1974
- OSHA Compliance

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Contractor agrees to adhere to Prevailing Wage laws, if applicable, as pursuant to ORC Chapter 4115.

H. Non-Discrimination

In carrying out the Contract, the Contractor and any Subcontractor or person acting on behalf of the Contractor or any Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin ORC Section 125.111. The Contractor will ensure that applicants are hired, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, Vietnam-era veteran status, ancestry, or age. The Contractor will incorporate the foregoing requirements of this paragraph in all contracts for any of the work prescribed herein or to be performed in connection with the Contract and will require all of its Subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Contractor's facilities must meet the requirements of law to ensure accessibility to the disabled.

I. Campaign Contributions.

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

J. Conflict of Interest

Contractor acknowledges that no conflict of interest exists between the Contractor and the College, or Contractor and its employees, or any members of their families in relation to any College policies or guidelines or state laws. Any person who acquires a conflicting personal interest as of the date the services begin must immediately disclose such interest to the College in writing. Contractor will not participate in any action affecting the services of this Agreement unless the College has determined that such participation would not be contrary to the public interest.

In accordance with Executive Order 2007-01S, Contractor certifies through its response that: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Contractor understands that failure to comply with Executive Order No. 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

K. Public Records

Contractor understands that any records kept or maintained by the College, including any quotes or pricing of Contractor, may require disclosure under Ohio's Public Records Act, R.C. § 149.43 and Ohio law and Contractor consents to such disclosure.

L. Advertising

No Contractor providing products or services to the College will appropriate or make use of the name or other identifying marks or property in its advertising.

M. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified, waived, or changed except in writing, and signed by both parties.

N. Waiver of Breach

A waiver by either party of any term or condition of this agreement in any instance shall not be deemed as a waiver of such term or condition for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations or agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.

O. Severability

If any provision of this Agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this Agreement or the remainder of such provision (as the case may be), and the application, shall not be affected thereby.

P. Declaration of Material Assistance/Non-assistance to a Terrorist Organization (D.M.A.)

Contractor represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such to Agency and/or the Ohio Business Gateway prior to execution of any Agreement.

Additional information is available at http://homelandsecurity.ohio.gov/dma/dma_general_info.asp and <http://obg.ohio.gov/DMA2007.shtml>

Q. Tax Exemption

Owens Community College is tax-exempt. An exemption certificate will be furnished upon request.

R. Independent Contractor Status

During the term of a resultant Agreement, the Contractor shall be engaged by the College solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

S. Ohio Ethics Law

By submission of a response, the Contractor certifies that no member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any resulting contract. Any contract arising from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or families from the Contractor, his agent, or employees. Contractor further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

T. Permits, Licenses, Taxes, and State Registration

The Contractor shall obtain all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the State of Ohio, its political subdivisions, and any other states or governmental subdivisions in which work under this Contract is performed. The Contractor must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. a certificate of Good Standing) as a condition of contract award. The certification of existence or certification of authority shall be obtained from the Secretary of State. If the Contractor becomes disqualified from doing business in Ohio, it must immediately notify the College and cease performance hereunder until the disqualification is removed. The Contractor must advise the College of all address changes.

U. FOB Destination

Proposals shall be based on delivery to the College. Vendor shall pay all freight and delivery charges.

OWENS STATE COMMUNITY COLLEGE

Name of Proposal

BID FORM

FEDERAL TAX ID NO. _____

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PRINCIPAL OFFICER'S SIGNATURE: _____

NAME OF SIGNEE: _____
(Please Print or Type)

TITLE: _____

DATE: _____

SECTION 8 Signature and Agreement to College Rights and Conditions

It is required that your proposal include the following acknowledgements signed by either the owner or an officer of your firm.

- 8.1 College Rights and Conditions Acknowledgement Circle One
1. Does respondent acknowledge and agree to:
 - Submission Deadline and Certain College Rights (Section 1 and 2)
 - Projected Timeline (Section 2)
 - General Conditions (Section 3)Yes No

 2. Do you acknowledge that all submitted proposals and information included therein or attached thereto are considered as public record upon delivery to the College? Yes No

 3. Do you agree to comply with all applicable federal, state and local laws, rules, regulations, or ordinances and shall hold the College harmless from any liability from failure of such compliance? Yes No

 4. Do you certify that none of your directors, principal officers or employees are employed or affiliated with the College? If no, please provide their name(s) and title(s). Yes No

 5. Do you certify that you /your firm can maintain an independent and objective assessment of proposals subsequently received from the ESCOs? Yes No

By: _____
Signature

Printed Name

Title

Company

Date

VENDOR NAME: _____

PRICE SCHEDULE

Equipment	Quote		
Picture Archiving Communication System			
TOTAL SHIPPING			
GRAND TOTAL			

EARLIEST DELIVERY DATE:

EXHIBIT A -