



Request for Proposal #648253

For

Learning Management Systems

September 3, 2008

RFP 9999999  
GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Nancy Sterling, Senior Contracts Officer, Phone: (540) 231-9517, e-mail: [nancy.sterling@vt.edu](mailto:nancy.sterling@vt.edu).

**DUE DATE:** Sealed Proposals will be received until **October 3, 2008 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Information Technology Acquisitions Office (0214), 1700 Pratt Drive, Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

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 and services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

**TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: \_\_\_\_\_. For certification assistance, please visit: <http://www.dmb.state.va.us/swamcert.html>.

\_\_\_ **Large.**

\_\_\_ **Small.** 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. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification..

\_\_\_ **Women-Owned.** 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.** 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 and 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)		FEDERAL TAXPAYER NUMBER (ID#)	CONTRACTOR'S REGISTRATION
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS

## I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiations for learning management systems (LMS) and associated services for higher education, specifically any public or private college or university in the Commonwealth of Virginia accredited by the Southern Association of Colleges and Schools (SACS), K-12 educational schools or school districts in the Commonwealth of Virginia; and other institutions and agencies in the Commonwealth of Virginia. Virginia Tech invites vendors of both proprietary systems and open source systems to respond to this solicitation.

## II. CONTRACT PERIOD:

The term of this contract or contracts will be for five years, or as negotiated. There will be an option for five, one-year renewals, or as negotiated.

## III. BACKGROUND:

There are currently 39 public institutions of higher education in the Commonwealth of Virginia serving approximately 370,000 students. In addition, there are 33 private non-profit colleges and universities serving approximately 79,000 students. Most of these institutions are using learning management systems to deliver course content to students. This software provides a mechanism for faculty to place courses online for students in both the residential setting and for students at distance. Since the establishment of a learning management system on a university campus requires a substantial investment in training and course content development, it is very expensive to transition to a different system once courses are put online.

- A. Therefore, it is important that any contract or contracts resulting from this solicitation provide options for universities to continue to use their current LMS as well as other LMS deemed suitable through the RFP evaluation process.
- B. The contract or contracts will cover all the teaching, research and service roles of an institutions' faculty, staff, students, and outreach affiliates, regardless of location, including credit and non-credit students, persons enrolled in continuing education activities, and outreach or extension programs.
- C. Content developed by faculty and staff using the LMS can be published or otherwise distributed externally without additional payments to the LMS vendor. For example, a course produced under a grant can be marketed by the institution, or assigned to others, without a royalty to the LMS vendor.
- D. In no case will the LMS vendor have any claim on the intellectual property developed by an institution or its employees.

## IV. CONTRACT PARTICIPATION:

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract(s) 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. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. 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.

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

The resulting contracts will be optional use contracts. The Users of the contract(s) named in the Statement of Needs are in no way required to make purchases from the Contractor(s) and may in their sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by the Users of the contract(s).

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 trading partner within the eVA system.*

There are registration fees and 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 [www.eva.state.va.us](http://www.eva.state.va.us) and complete the Ariba Commerce Services Network registration. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your company conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov), or call 866-289-7367 or 804-371-2525.

VI. STATEMENT OF NEEDS:

Learning Management Systems are needed that will allow any state college or university, state agency, independent, non-profit college or university, or K-12 school system in the Commonwealth to purchase a license. These LMS provide the software platform for providing online course content to students in an efficient and cost effective manner.

- A. The goal is to negotiate a multi-year contract.
- B. Institutions should have the ability to renew initially in increments to reach a July 1 contract date, and be able to renew in twelve month or greater increments thereafter.
- C. The contractor must provide documentation of all work performed for any work agreement.
- D. If a problem is discovered where the software does not perform according to the documentation or representation of the contractor's staff, the contractor shall fix the problem, at its own expense, including any required work-around solutions that may be necessary to ensure a successful implementation.
- E. Acceptance testing will be based on a plan developed jointly by the institution and the contractor and will be performed by the institution for a minimum period of thirty (30) days.
- F. Testing will commence upon completion of installation.
- G. The contractor shall participate in the acceptance test, in accordance with the jointly developed plan, until the acceptance of the software is complete to the institution's satisfaction.
- H. A standard purchase under this contract should include one (1) license that encompasses production use, development and testing purposes and student teacher training.. The test, development, and student teacher training instances will not be used for production purposes.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements:

- 1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. The proposal shall be submitted in both print and electronic media as follows: **One (1) printed original, seven (7) printed copies, and one (1) electronic media copy in a generally used format(s) on CD or DVD media**, with delivery to:

Virginia Polytechnic Institute and State University  
Attn: Nancy Sterling, Sr. IT Contract Officer  
Information Technology Acquisitions (0214)  
1700 Pratt Dr.  
Blacksburg, VA 24061

**Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.**

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. Virginia Tech may reject proposals, which are substantially incomplete or lack key information, 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, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements, such as any license agreement, 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. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
  - e. 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.

B. 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 and services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the General Information Form and addenda, if any, signed and filled out as required.
2. The return of the completed Virginia Tech Security Questionnaire for Technology-based Procurements

3. Small, Women-owned and Minority-owned Business (SWAM) Utilization:

If your business can not be classified as Small, Women-owned, or Minority-owned, describe your plan for utilizing SWAM businesses if awarded a contract. Describe your ability to provide statistical reporting on actual SWAM subcontracting 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 Minority Business Enterprise

(DMBE), it is expected that the certification process will be initiated no later than the time of the award, and the final DMBE certification decision and certification number provided.

4. Vendor Background and Customers:
  - a. Provide your company's ownership, history, number of years in business, size, an indication of its financial health, and strategic partners.
  - b. Identify the parent corporation and any subsidiaries.
  - c. Describe your major products and services, including the different product versions that may be appropriate for institutions with different enrollments and varying levels of integration with administrative systems.
  - d. What distinguishes your company and its products and services from your competitors?
  - e. Provide a current list of your key customers, and all customers that comprise more than 5% of the company's revenue.
  - f. Describe the details of the LMS implementation of one of your major clients.
  - g. Describe the largest institutional (as opposed to vendor-in-house) implementation of your LMS including the number of active classes and students supported by this implementation and the system architecture (if known). Provide the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.
  - h. Provide three (3) additional recent references, either educational or governmental, for whom you have provided the type of goods and services described herein. Include the date(s) the goods and services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.
  - i. Provide references of customers having similar statewide contracts.
  - j. Describe procedures, such as source code escrow, to protect an institution's use of the software if the vendor enters bankruptcy proceedings or otherwise cannot support buyers.
  
5. System Background:
  - a. Describe your system architecture and how it's designed for scalability.
  - b. Describe the underlying languages used for system development.
  - c. What backend databases are supported?
  - d. Which are recommended?
  - e. Describe the documentation available for the schema.
  - f. What operating systems are supported?
  - g. Describe your recommended hardware and software configuration(s) scaling support for loads ranging from student enrollments of 1000 to 200,000 and up.
  - h. For each major function, describe your system's simultaneous user load capability.
  - i. Describe the ability to customize vs. configure your LMS.
  - j. Define what acceptable performance is, how it is measured, and how the system software and hardware can be scaled to maintain acceptable performance.
  - k. Provide a detailed description of how load is balanced.
  - l. Estimate how many local man-hours are required for 1) installation, 2) upgrades, and 3) regular maintenance.
  
6. System Development and Security:
  - a. Describe your beta testing methodology, how it has evolved, and its future direction.
  - b. Describe your quality assurance procedures.
  - c. Describe your system's application security measures, its audit trail capability, and how it can perform data authentication.
  - d. Complete the Virginia Tech Security Questionnaire for Technology-based Procurements (Attachment B)

7. System Integration:
  - a. Describe the system integration capabilities of your system with third-party systems, including but not limited to authentication systems, administrative systems, student-information systems, portals, content repositories, and institutional assessment tools..
  - b. Describe how the LMS can provide authentication and/or portal services by itself and also with third-party systems.
  - c. Describe the capability, unique features, and constraints involved to turn off built-in LMS tools and replace them with third-party tools, e.g., assessment engine.
  - d. Identify the third-party systems that have been integrated with your LMS.
  - e. Give details of data import and export capabilities.
  - f. Describe the process needed to achieve the integration and how it is accomplished (batch, real-time, etc.).
  - g. What formal system integration relationships exist with PeopleSoft, SCT, and Datatel.
  - h. Describe a major customer's experiences with integration with PeopleSoft, SCT-Banner, or Datatel systems, third-party authentication, and external tools like assessment engines.
  - i. Describe each standard LMS system report available.
  - j. Describe how custom LMS system reports can be generated, including the process (and any restrictions) on how back-end databases can be queried for specific customer-defined dynamic reporting needs.
  - k. Describe the documentation provided for the back-end databases, including schemas used.
  - l. Describe means by which custom components, tools or plug-ins can be developed.
  - m. Describe means by which data stored in the application may be accessed from other systems – e.g. direct database access, web services, etc.
  - n. Describe mechanism for faculty to retrieve their course content from the LMS in a meaningful end-user format.
  
8. Course Content:
  - a. Describe how your system supports building of course content.
  - b. What and where is information maintained, and how is it structured?
  - c. Describe how your system handles course registration and pre-requisites.
  - d. Describe your content management capabilities.
  - e. Describe how your system handles assignment submissions, including but not limited to how assignments are created, how students submit assignments how assignments are stored, and how assignments are returned to students.
  - f. What authoring tools unique to your system are available?
  - g. Discuss compatibility with courseware interoperability standards.
  - h. Describe what assurances exist that course content can always migrate forward to newer version of product, either directly or through vendor provided tools.
  - i. Describe conversion tools or processes for converting existing course content from Blackboard and WebCT systems into vendor's system.
  - j. Compared to competitive products, describe how your system is more compatible with Section 508 of the Federal Rehabilitation Act, SCORM, IMS, AICC and similar standards. In that regard, what unique features does your system provide?
  
9. Assessment:
  - a. Describe your systems' capability for creating, administering and tracking tests, evaluations and surveys.
  - b. How are questions assembled into tests, exams, quizzes and surveys?
  - c. What formats can be exported and imported?
  - d. Describe the multiple assessment types available.
  - e. How are feedback and scores provided to students?
  - f. How are responses stored?
  - g. What standard reports are generated?
  
10. Implementation and Training:
  - a. Describe your company's implementation methodology.
  - b. What implementation resources are available?
  - c. Describe your approach to project management.
  - d. How are change requests managed?
  - e. Describe professional services available.
  - f. What technical and functional training is provided with your product or service?

- g. How much and what type of training is recommended for a system administrator and for faculty to use your product?
  - h. Describe the documentation provided, including on-line resources.
11. System Releases/Upgrades:
- a. What is your current release?
  - b. About how many releases are there each year and what is the timing?
  - c. How long are new releases supported?
  - d. How are bug fixes released?
  - e. How are customers notified?
  - f. How do customers access upgrades?
  - g. Describe the process for transitioning course content to newer versions.
  - h. Describe how customers can make recommendations for product changes.
  - i. Describe the past processes for upgrading your software from one version to another, converting course content from one version to another, and the effort anticipated to be borne by your customers in these conversions.
12. Support:
- a. Provide details on your company's support plan(s).
  - b. Describe your company's approach to responsiveness to problems: initial maximum response time, and the procedure for escalating the problem to reach a solution.
13. Professional Services:
- a. Describe and give examples of the professional services available from the company.
  - b. Describe what measures are taken to develop price estimates, and what steps are taken to insure actual work does not exceed estimates.
14. Hosting (ASP):
- a. Describe your hosting capabilities.
  - b. Include details on security, redundancy, uptime %, backup, and recovery.
  - c. Describe and provide samples of service level agreements (SLA) you offer.
  - d. Provide the ASP average uptime per month.
  - e. Describe the extent of scheduled maintenance windows that could disrupt service.
  - f. How much notice is given for unscheduled maintenance?
15. Price:
- a. Provide all pricing that will apply to your offer over the period of the contract.
16. Warranty:
- a. Describe the terms and conditions of any warranty on the software and professional services available.
  - b. Describe how such warranty is implemented to provide problem resolution services.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria: Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
Cost of License	
Functional Features and Support Services	
Company Background & Financial Stability	
System Integration	
Scope & Breadth	
SWAM Utilization	
Total	<u>100 %</u>



- 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, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror(s) who, in its opinion, have made the best proposal(s), and shall award the contract(s) to that offeror or offerors. 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 is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award more than one contract as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on Tuesday, September 16, 2008 at 1:30 p.m. in Room #115, Research Building #14, Corporate Research Center, 1770 Forecast Drive, Blacksburg, VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

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

All questions and answers from this conference will be posted on the department website: <http://www.ita.vt.edu/LMS-RFP>. Additional questions may be emailed to [nancy.sterling@vt.edu](mailto:nancy.sterling@vt.edu). These questions and subsequent answers will also be posted on the department website. **Question will be accepted through September 23, 2008.**

X. CONTRACT ADMINISTRATION:

- A. John D. Krallman, Director of Information Technology Acquisitions, at Virginia Tech or his 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 his 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 his 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 ITA Office through a written amendment to the contract.

XI. ATTACHMENTS:

Attachment A- Terms and Conditions

Attachment B- Virginia Tech Security Questionnaire for Technology-based Procurements

Attachment C - Standard Contract Form

## ATTACHMENT A

### TERMS AND CONDITIONS

#### **RFP General Terms and Conditions**

See [http://www.purch.vt.edu/html.docs/terms/GTC\\_RFP\\_050608.pdf](http://www.purch.vt.edu/html.docs/terms/GTC_RFP_050608.pdf)

#### **Special Terms and Conditions**

1. **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.
2. **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.
3. **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.
4. **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.  
A separate contract will be executed by each agency, institution or public body wishing to use any contract resulting from this solicitation.
5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.  
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
6. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror 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 - \$500,000.00 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. Professional Liability to include errors and omissions- \$500,000.00/occurrence.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.
7. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon

completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

8. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor:

Address Shown On RFP Cover Page

Attention: Name of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University

Attn: Nancy Sterling, Sr. IT Contract Officer

Information Technology Acquisitions (0214)

1700 Pratt Dr.

Blacksburg, VA 24061

9. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
10. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
11. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item or service during the contract period.
12. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
13. **RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for up to five successive one year periods only under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of Virginia Tech's intention to renew shall be given (approximately 90 days) prior to the expiration date of each contract period.
- A.** If Virginia Tech elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional year shall not exceed the contract prices of the original contract increased/decreased by no more than the percentage increase/ decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B.** If during any subsequent renewal period Virginia Tech elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
14. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the Information Technology Acquisitions Office rejects all proposals. Formal communications will be directed to the Information Technology Acquisitions Office. Informal communications, including but not limited to request for information, comments or speculations regarding this RFP to any University employee other than an Information Technology Acquisitions Office representative may result in the offending Offeror's proposal being rejected.
15. **CERTIFICATION TESTING AND ACCEPTANCE:** The system specified in the contract shall be considered ready for production testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated by the contract. The system shall be deemed ready for production certification testing on the day following receipt of this documentation. Virginia Tech shall provide written confirmation of its acceptance following successful completion of the production certification test. System (software and/or hardware) payment will be authorized after the successful completion and certification test(s).
16. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Colleges and Universities Cooperative Group (CUCPG) will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies, Public Bodies of the Commonwealth of Virginia and private colleges or universities in the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract(s) resulting from this solicitation.

## ATTACHMENT B

### Virginia Tech Security Questionnaire For Technology-based Procurements

If purchased, Virginia Tech reserves the right to conduct an IT security assessment on the product(s), system(s) and/or service(s) once delivered to validate the answers to the questions below. If evaluation copies or instances are available for testing, they should be provided to the IT Security Office when requested.

In the space following each question, please provide a Yes, No or a “no answer” (N/A), and add any appropriate comments. If the answer is No or N/A, please provide comments indicating how this question/concern is addressed elsewhere or why it is not applicable.

1. Does your product(s), system(s) and or service(s) protect against the SANS Top 20 security vulnerabilities <http://www.sans.org/top20?>
2. Does your product(s), system(s) and or service(s) protect against the OWASP [http://www.owasp.org/index.php/OWASP\\_Top\\_Ten\\_Project?](http://www.owasp.org/index.php/OWASP_Top_Ten_Project?)
3. What specific encryption algorithms are employed for your product(s), system(s) and/or service(s)?
4. Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc) encrypted in transit and at rest? If not, please explain? (NOTE: Please see the Sensitive Information page at <http://www.security.vt.edu/sensitiveinfo.html> for specifics).
5. Is login information such as user name and password encrypted during transmission from the client to the server?  
NOTE: Base-64 encoding is not acceptable.
6. Are operating systems (e.g. Windows or Linux ), programming and scripting languages (e.g. Java or PHP), web servers (e.g. Apache or IIS), database servers (e.g.. Oracle or MySQL), application servers, etc. always promptly patched and current with security updates? If not, please explain.
7. Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.)? If not, please explain.
8. Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?
9. Describe how your product(s), system(s) and/or service(s) authenticates and authorizes users?

10. Does your product(s) and/or system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?
  
11. Does your company alert customers to vulnerabilities and security issues in a timely fashion? If so, please describe your process.

**For hosted services, in addition to questions above**

1. Are intrusion detection technologies and firewalls utilized on the hosted system(s)?
  
2. Describe how your facility is physically secured?
  
3. Does your network or facility undergo vulnerability scanning and penetration testing?
  
4. Do your employees hold Information Technology Security certifications and/or secure coding certifications? If so, please describe them.

**ATTACHMENT C**

**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: _____