



Request for Proposal 501757

For

Cyberinfrastructure Support

February 22, 2006

RFP
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Vicky Moore, VCO, Phone: (540) 231-7953, e-mail: vicky.moore@vt.edu.

DUE DATE: Sealed Proposals will be received until **March 31, 2006 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 24060-6361. 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)

_____ **Large.**

_____ **Small.** A concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

_____ **Minority-Owned.** A business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

_____ **Women-Owned.** A business enterprise that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

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

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 Cyberinfrastructure support for Virginia Bioinformatics Institute of Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. **CONTRACT PERIOD:** The term of this contract is for three years, or as negotiated. There will be an option for five, one-year renewals, or as negotiated.

III. **BACKGROUND:** Virginia Tech (VT) is a land-grant institution founded in 1872. It is ranked in the top fifty research universities in the United States, with annual research expenditures of about \$170 million.

More than 25,000 students pursue 170 degree and post-graduate certificate programs through the University's eight colleges and graduate school. The Virginia Cooperative Extension, operated jointly in the commonwealth by Virginia Tech and Virginia State University, has more than 107 offices and 160 programs. More information about VT can be found at www.vt.edu.

Virginia Bioinformatics Institute (VBI) research efforts center on understanding host-pathogen-environmental interactions. Because understanding complex biological principles now requires an integrated approach including genomics, transcriptomics, proteomics, metabolomics, computer modeling, and advanced computational tools, VBI fosters collaborations within the Institute, Virginia Tech, and within all of academe, industry, and government. The many projects in which our research teams collaborate epitomize the multidisciplinary approach to which the institute is dedicated. Our focus is on reverse engineering the "disease triangle" (PathoSystems Biology).

The scientists at VBI define bioinformatics in the broadest sense by combining approaches from a wide variety of disciplines, including the life sciences, physics, chemistry, mathematics, computer science, and engineering. Coupled with our efforts in informatics, our research groups are developing new experimental techniques, applying existing and novel techniques to complex biological problems, and developing new analytic and theoretical tools to convert biological data into useful knowledge. This included management, analysis, interpretation and viewing of data from large complex data sets.

VBI was established in 2000 and currently has over 200 faculty and staff (including about 15 senior research faculty). The funding is primarily from NIH, DOD, and NSF. Dr. Bruno Sobral is the VBI Scientific and Executive Director. More information about VBI can be found at www.vbi.vt.edu

The Cyberinfrastructure group within VBI is currently staffed with about 50 people, with skills that include biologists, bioinformaticians, software engineers, and managers. It is organized into five independently funded, but closely related projects. These projects are aimed at providing knowledge to researchers through:

- High quality curated data sets
- High utility software tools
- Collaborative analysis

Current Software Environment

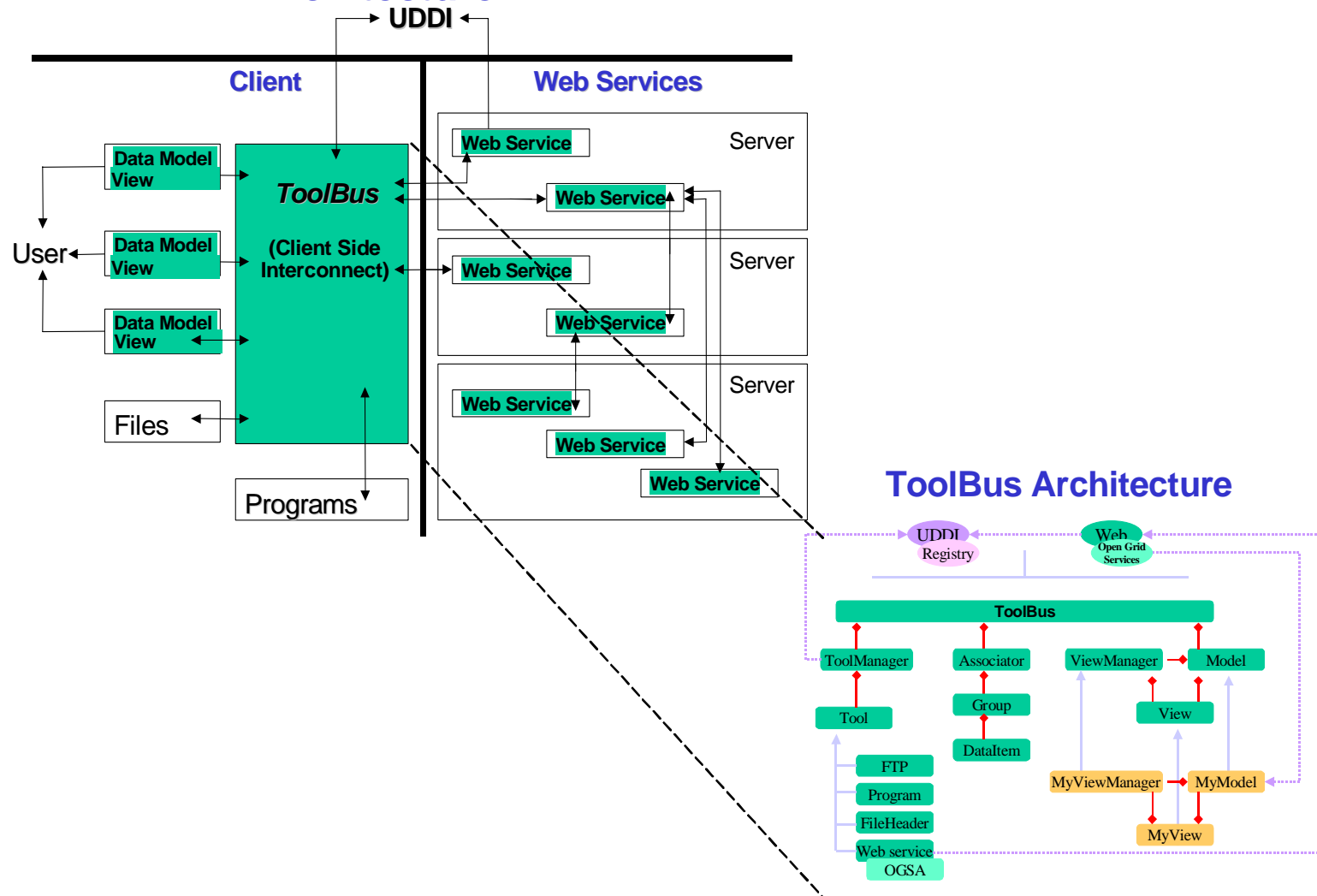
Currently our software is built using a variety of technologies and languages including Java, PHP, Perl, XML, web-services and Oracle. Additionally we wrap or interface with multiple other applications delivered on a variety of platforms. Our software is delivered to the user via (agnostic) web-browser and through client-side installation. Both use (call) Web Services to do the data intensive work. Via web-services, we have implemented a (primarily) service-oriented architecture (SOA) in order to support real-time, interactive collaborative data exchange both internally and externally to VBI.

The following examples are meant to give you some samples of what software we produce:

1. Example 1 is a graphic of the architecture of a application we call "ToolBus/Pathport. More information about this software can be found at <http://pathport.vbi.vt.edu> . The client side components are written in Java, and the web services are mostly existing server applications (developed by others) that we have "wrapped".
2. Example 2 is a web based application that is currently under development. This example shows the work flow associated with performing Microarray analysis that this application will soon support. While ToolBus uses a client side interconnect to interface with the web services and the user, the Microarray application, running on a web server, will use a browser to interface with the user and will call the web services required.

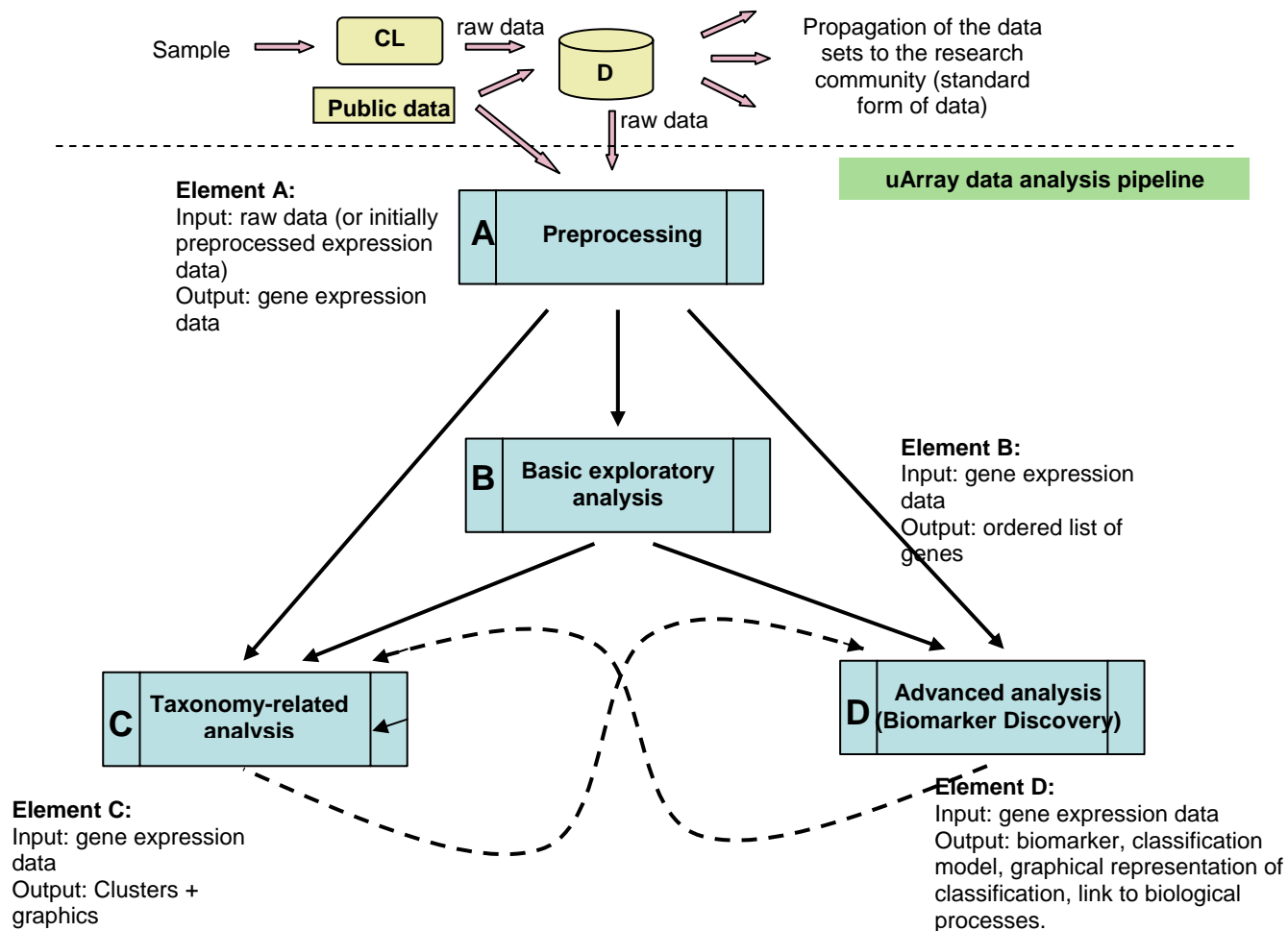
Example 1:

Data Integration: ToolBus/PathPort Architecture



Example 2:

Microarray Work Flow



IV. CONTRACT PARTICIPATION

Under the authority of the **Code of Virginia 2.2-4304. Cooperative Procurement**, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at <http://www.ExploreVirginiaColleges.com/>. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. 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 VASCUPP members and public institutions accessing the Contract. Participating public bodies shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any VASCUPP member, or public body and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

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 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: evaregishelp.dgs.state.va.us, or call 866-289-7367.

VI. STATEMENT OF NEEDS:

VBI has a professional staff who are good at developing concepts and research software. We need assistance in converting these prototypes into production software. Some of the workload requires scientific domain knowledge, some does not. Subject to budget availability, VBI anticipates expenditures against any contracts resulting from this solicitation may range from \$500,000 and \$1,500,000 over the next 18 months.

Types of support needed include (but are not limited to):

- Development environment support
- “Hardening” prototype code
 - Usability

- Performance
 - Speed
 - Memory usage
- Maintainability
 - Documentation
 - Applying coding/development standards
- Maintaining existing software (bug fixes) and minor enhancements. We would need to develop ground-rules in terms of who does what.
- Help Desk
- Production software support

VII. CONCEPT OF THE RFP

The concept of this RFP is to develop a contract vehicle that we can add work orders to from time to time. Three types of work order jobs are envisioned.

1. Project – Fixed Price
2. Project – Time & Materials (“T&M”)
3. Consultant – T&M

We envision the contract(s) resulting from this solicitation will provide a structured framework for developing subsequent work orders for these three types of jobs. We are asking you the respondent to provide us with your proposed framework for developing each type of work order request, your methodology used to price these requests, and your proposed agreement template that will provide the necessary structure for effective project management, development, training and documentation, testing and acceptance, implementation as well as support and maintenance.

It is our intent that upon completion of any contract(s) resulting from this solicitation that at least one work order will be immediately issued. Please note that events may prevent this from happening.

VIII. SELECTION PROCESS

The selection process will occur in two phases. During phase 1 of the selection process VBI will review the technical abilities, processes and procedures, and some (limited) price data. From the total list of vendors, a subset will be picked out. During phase 2 VBI will define 3 specific projects and send to each selected vendor (in their format and using the processes they defined in phase 1) the data for the vendor to respond to the 3 projects.

A. Phase 1

1. VBI sends out RFP
2. Optional pre-proposal conference (See section XIV)
3. Vendors prepare initial response
4. VBI selects vendors to compete in Phase 2 based on initial scoring

B. Phase 2

1. VBI sends to the selected vendors the additional data required for them to propose the three projects. This data will conform to the standards that the vendor said they needed in section IX below.
2. Optional Meeting with each vendor (individually) to discuss project requirements.
3. Vendors prepare project quotes
4. VBI rescores and determines which vendors to negotiate with
5. VBI finalizes one or more contracts

IX. REQUIREMENTS – Phase 1

A. Work Orders

1. For **Fixed price** work orders, please supply the following information:
 - a. The process that your organization wants VBI to use to define a fixed price work order.
 - (a) Present a Gantt chart (tasks, Owner (VBI or vendor), dependencies and time to complete) for a typical fixed price work order to be defined and agreed to by both parties. Use either days or weeks on the time axis. Pick an arbitrary date for the start date of the effort.

- (b) What deliverables (documentation) do you want from VBI? Please describe the deliverable and the minimum requirements for this documentation.
 - (c) What deliverables (documentation) will you send to VBI? Please supply examples and your minimum requirements for the deliverable.
 - b. For every task in the Gantt chart, please describe what this task accomplishes and the importance of the task.
- 2. For **T&M** work orders, please supply the following information:
 - a. The process that your organization wants VBI to use to define a T&M work order.
 - (a) Present a Gantt chart (tasks, Owner {VBI or vendor}, dependencies and time to complete) for a typical T&M work order to be defined and agreed to by both parties. Use either days or weeks on the time axis. Pick an arbitrary date for the start date of the effort.
 - (b) What deliverables (documentation) do you want from VBI? Please describe the deliverable and the minimum requirements for this documentation.
 - (c) What deliverables (documentation) will you send to VBI? Please supply examples and your minimum requirements for the deliverable.
 - b. For every task in the Gantt chart, please describe what this task accomplishes and the importance if the task.
 - c. What are the cost elements for a T&M contract? For each cost element, please give the price per unit. For example, a “senior programmer” (a cost element) is priced out at \$50.00 per hour (price per unit). Where the definition of cost elements may be not clear, please supply the definition. For example, the definition of a “senior programmer” varies from organization to organization.
- 3. For **Consultant** work orders please supply the following information:
 - a. The process that your organization wants VBI to use to define a Consultant work order.
 - (a) Present a Gantt chart (tasks, Owner {VBI or vendor}, dependencies and time to complete) for a typical Consultant work order to be defined and agreed to by both parties. Use either days or weeks on the time axis. Pick an arbitrary date for the start date of the effort.
 - (b) What deliverables (documentation) do you want from VBI? Please describe the deliverable and the minimum requirements for this documentation.
 - (c) What deliverables (documentation) will you send to VBI? Please supply examples and your minimum requirements for the deliverable.
 - b. For every task in the Gantt chart, please describe what this task accomplishes and the importance if the task.
 - c. Submit a Price Matrix by skill level
 - (a) Please define the skill levels that could be applied to any project
 - (b) Please define the price for each skill level (\$ per hour)
 - d. Submit solicitation terms if VBI chooses to directly employ the consultant
 - (a) What are the proposed compensation terms if VBI wishes to hire a consultant that the Contractor has found and is supplying to VBI?

B. Hiring of Personnel

Please describe the processes you use to find and hire personnel.

C. Project Management

Please describe your project management processes and approach.

D. Software Development Processes

Please supply your processes for software development, including but not limited to:

- 1. Design
- 2. Coding
- 3. Testing
- 4. Configuration/Change Control
- 5. Defect tracking and bug fixing
- 6. Documentation
 - a. End user
 - b. To allow maintenance of the code
 - c. To install the code

E. System Migration and Implementation

- 1. **Training and documentation for Projects**

- a. Describe typical training and consultation provided in a project.
 - b. Describe typical systems training for configuring and customizing a system without Contractor assistance.
 - c. Describe options for additional training that you might propose as part of a project.
 - d. Describe online help systems standards for both staff and public functions.
 - e. State your recommendations for the media and number of copies of user, administration, and technical documentation that will be provided for a project.
 - f. Provide the standards for each document referenced in e. above.
2. **Implementation for Projects** (This is the process that integrates software code, hardware, and procedures and results in the software being “in production”)
- a. Describe typical implementation services that will be included in Work Orders. Describe Contractor and VBI responsibilities.
 - b. Assuming that new code is replacing an existing code, describe a typical migration and implementation plan for a Work Order, including typical timetables and whether parallel operation of the old and new system is required.
 - c. Provide an outline of typical implementation documentation.
 - d. Provide the standards for implementation documentation.
3. **Testing and acceptance for Projects**
- a. Outline expectations for testing and acceptance of the system in a Typical Work Order.
 - b. Specify the standard warranty period, and what is covered under warranty.
4. **Support and maintenance for Projects**
- a. Level 3 maintenance support is required. VBI will generally be responsible for level 1 and level 2 maintenance.
 - b. Describe a typical training plan and documentation given to VBI so that they can do level 1 and level 2 maintenance.
 - c. Provide the standards the training plan and documentation should comply with.
 - d. Specify how annual maintenance costs are assessed. Specify whether maintenance and support is concurrent with the warranty period or whether costs for maintenance and support begin after the warranty period. Detail service and support covered by annual maintenance fees.
 - e. Describe the certification process for upgrades and patches to the system.
 - f. Describe distribution of upgrades and enhancement to the software, including the frequency of patches and required revisions.
 - g. Describe the procedure for reporting problems. Specify customer support hours and any limitations on assistance outside of normal support hours.
 - h. Provide the addresses, telephone numbers, e-mail addresses, and fax numbers for any offices providing support. Specify any third party involved in support and maintenance.
 - i. Describe how problems are handled by customer support, including response time, classification of problems, follow through, and turnaround time.
 - j. Describe the availability of problem status reports, and any process for distributing problem solutions among customers.
 - k. Attach a copy of Service Level Agreements including any optional add-ons that you would propose for a typical project.

F. Vendor Skills/Expertise

- 1. Please describe the skills/certifications your organization has. Please include any skill you feel is pertinent to VBI’s decision. Please include as a minimum your organization skills relative to the following:
 - a. Java expertise
 - b. database expertise
 - c. Oracle expertise
 - d. Security related certifications such as SANS, GSEC, CESSP, MCSE, or CCIE
 - e. Project management skills.
 - f. If you have biology or bioinformatics skills, please explain them. Please note that bioinformatics domain knowledge is not a requirement of this RFP. However, if such domain knowledge is available, it will be viewed favorably (See Section XIII for evaluations criteria).

2. For each skill/certification you have included above, include at least 1 resume of a current employee with that skill. Please supply the number of employees currently employed with this skill/certification.
3. How do you write secure code? How do you train your developers in writing secure code?

G. Communication Plan

Please provide a communication plan for work order execution and any post implementation maintenance. This plan should reflect the various locations (and the skills at that location) involved in supporting this contract.

H. Costs

Provide additional cost element information associated with any of the above areas not already specified elsewhere in Section IX. For example, if you have unit costs associated with different Service Level Agreements, include those here.

X. REQUIREMENTS – Phase 2

For Phase 2, VBI will provide specific work orders to which you will respond. VBI will use the processes (Section IX, A, B & C) described in your answers to Phase 1 of this RFP, to supply you the data you need to respond to the work orders (see Section XIII). The results from this will be used in Phase 2 of our evaluation process.

A. Costs

1. In Phase 2 of the evaluation process you will be asked to detail the proposed price for the work orders described. Include the basis for the pricing and scalability of the proposed system. Split out costs for software, equipment, and implementation.
2. Clearly delineate and reflect by line item and total(s) any educational allowances and discounts available. Prepayment plans and discounts should be considered in the pricing schemes.
3. Include a five-year schedule for annual maintenance costs
4. Third-party software requirements: identify requirements for licensing and use of any third-party software such as transaction monitors, web servers, compilers, or security systems, beyond what already exists at VBI.

XI. REQUIREMENTS – General

- A. Public Inspection - Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to this 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 are 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.

B. Source Code and Ownership Rights.

1. Software or documentation developed by Vendor prior to this Agreement or developed by Vendor outside of this Agreement and used and/or modified by Vendor to fulfill its obligations under this Agreement will remain the property of Vendor. If Vendor incorporates Vendor developed software into programs developed for Virginia Tech, such software shall become a part of Virginia Tech's programs, and Virginia Tech shall have the full right to duplicate, distribute, copy, market, trade, sell, license, modify, reprogram or otherwise utilize Virginia Tech's programs, including Vendor's software, as Virginia Tech has with regard to other software developed exclusively for Virginia Tech, without any further permission or release from Vendor. Other than this complete non-exclusive license for full use of Vendor's software as part of Virginia Tech's programs, Vendor retains full rights in its prior developed software. Virginia Tech and its employees will treat as confidential all software or documentation referred to in this paragraph (except such information as may be established to be in the public domain) and shall not disclose to third parties any such Vendor information without Vendor's prior approval, except as reasonably necessary to develop, modify, utilize and market Virginia Tech's software.

2. Software, documentation and other materials, intellectual property and deliverables developed for Virginia Tech by Vendor personnel pursuant to this Agreement and any Work Orders, shall be owned by and shall be the exclusive property of Virginia Tech for use as a contribution to a collective work, and considered a “work made for hire” as that term is defined for copyright and other purposes. Vendor hereby assigns all copyrights, patents, service marks and trademarks of all software, documentation, and other products and materials developed pursuant to this Agreement finally and irrevocably to Virginia Tech, and Vendor agrees to execute any and all documents necessary to accomplish such assignment and/or to allow Virginia Tech to register any patent, service or trade mark, or copyright arising from the Work performed pursuant to this Agreement.
 3. Upon termination or expiration of this Agreement, all software, documentation or materials belonging to Vendor or Virginia Tech shall be returned to the respective owner thereof and no copies shall be retained by the non-owning party unless the respective owner consents thereto. This shall not include documentation or other materials necessary for Virginia Tech to properly utilize the products developed.
 4. Source Code. Vendor shall provide as part of the deliverables, reasonably commented source code which shall be the exclusive property of Virginia Tech. Vendor shall also provide reasonably commented source code for all prior or outside Vendor developed software which becomes part of Virginia Tech’s system, pursuant to services performed under this agreement, to which Virginia Tech has a non-exclusive license as previously described in this Agreement.
- C. Foreign Nationals - The contractor shall not employ foreign nationals in performance of this contract without specific written approval of the Contracting Officer.

XII. 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. **1 original and 6 copies** of each proposal must be submitted to:

Virginia Tech
Information Technology Acquisitions (0214)
1700 Pratt Drive
Blacksburg, VA 24060-6361

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

In addition, please supply an electronic copy of the proposal in a generally used format(s) on CD or DVD media.

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 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.
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 sufficiently detailed so that Virginia Tech may properly evaluate your capabilities to provide the required good. 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. Offeror Information
 - a. Company profile
 - (a) Concisely describe the company, including its history, origin, and any affiliation to other corporate entities.
 - (b) Provide the owners' and/or principal officers' names, length of time in business, and any other pertinent information.
 - (c) If the company is currently for sale or involved in any transactions to expand or to be acquired by another organization, please explain.
 - (d) Describe the company's involvement with software development organizations and standards organizations.
 - (e) Describe the company's strategy for keeping up with industry trends and developments in software development and maintenance.
 - (f) Describe the procedure for developing new features, including how customer input is taken, evaluated, and weighed.
 - b. Strategic partnerships/test sites - List any partnerships with third-party contractors, including a brief description of the services they provide.
 - c. Annual reports and financial data - Submit the company's three (3) most recently audited financial statements. Provide the most recent annual report to governing boards or shareholders.
 - d. Company contacts - Provide a list of your key organizational personnel directly involved in the support of this contract should the contract be awarded to you, with their backgrounds and credentials. Identify the number (by skill set) and location (by skill set) of personnel supporting the contract (should it be awarded to you)
 - e. Users groups - Provide contact information for users groups, including website or listserv addresses. Provide the URL for any website that provides information on the company, press releases, and product information that is relevant to this proposal.
 - f. Customers.
 - (a) Describe the company's experience in providing and supporting software.
 - (b) Provide a list of at least 5 customers who are currently using your software or services.
 - (c) Provide the names and contact information of any customers who have switched to another vendor and or product within the last three years.

3. Responses to the requirements as noted in Section IX formatted as noted above in Paragraph XII.A.2.
4. Any other supporting information as noted in Paragraph XII.A.2.c.
5. Any proposed exceptions to the RFP terms and conditions.

XIII. SELECTION CRITERIA AND AWARD

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

The following are the selection criteria in order of importance:

1. Ability to produce Production Ready Software
2. Ability to hire resources
3. Skills available
4. Third Level Help Desk support Plan
5. Communication Plan
6. Price
 - a. Project – Fixed Price
 - b. Project – T&M
 - c. Consulting

- 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 who, 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, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359(D.), Code of Virginia.) 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.

XIV. OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on March 8th, 2006 at 1:00 P.M. in Corporate Research Center Building 14 (RB14) Conference Room 115, 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 our website: <http://www.ita.vt.edu/VBICyber-RFP.html>. Additional questions may be emailed to VBICyber-RFP@vt.edu. These questions and subsequent answers will also be posted on the website. Questions will be accepted through 5:00P.M., March 24th, 2006.

XV. CONTRACT ADMINISTRATION

- A. Laurie Coble, Associate Director for Administration & Finance, at Virginia Bioinformatics Institute, Virginia Tech or her 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/her 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/her 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 Information Technology Acquisitions Office through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A- Special Terms and Conditions
Attachment B- General Terms and Conditions
Attachment C - Standard Contract Form

Attachment A 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. 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, either party, without penalty, may terminate the resulting contract 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.
3. 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.
4. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.
5. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
Information Technology Acquisitions (0214)
1700 Pratt Drive
Blacksburg, VA 24060-6361

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Information Technology Acquisitions Office.

6. 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.
7. 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. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name

Attachment A Special Terms and Conditions

Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

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.

8. **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.
9. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement: (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means; (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts; (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual a equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§2.1-807 through 2.1-811 of the Code of Virginia.
10. **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.
11. **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.
12. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item or service during the contract period.
13. **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.
14. **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

Attachment A

Special Terms and Conditions

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.
15. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
 16. 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.
 17. 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.
 18. PROJECT MANAGER: The selected Contractor agrees to provide a named individual, ("Project Manager") to manage system implementation and subsequent maintenance. The University must approve the appointment of the Project Manager prior to the execution of any Agreement with the selected Contractor resulting from this RFP. The project Manager will be the University's primary contact, although the Project Manager will be assisted by other members of the selected Contractor's staff in completing key activities.
 19. RIGHT TO SELECT PROJECT PERSONNEL: The University has the right to interview and select all of the Contractor's personnel that will provide services under the Agreement.
 20. RIGHT TO REMOVE PROJECT PERSONNEL: The University has the right to remove any of the selected Contractor's personnel that will provide services under the Agreement.
 21. 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.
 22. 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 without the prior written consent of Virginia Tech. 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.
 23. 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).

Attachment A
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24. 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: John D. Krallman
Information Technology Acquisitions (0214)
1700 Pratt Dr,
Blacksburg, VA 24061

And

Virginia Polytechnic Institute and State University
Attn: Laurie Coble
Virginia Bioinformatics Institute (0477)
Blacksburg, VA 24061

Attachment B
General Terms and Conditions

1. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.
(Code of Virginia, § 2.2-4343.1 E).
In every contract over \$10,000 the provisions in A and B below apply:
 - A. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 - B. The Contractor will include the provisions of A above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract
 - B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of

Attachment B General Terms and Conditions

adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.

6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (*Code of Virginia*, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, Section 2.2-4364.
7. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Purchasing Department or by accessing URL <http://www.purch.vt.edu> on the Web.
9. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
10. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Tech may have.
11. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
12. **EO/AA STATEMENT:** Virginia Tech, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
13. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public

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General Terms and Conditions

employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

14. **FACSIMILE PROPOSALS:** For **sealed** Request for Proposal (RFP) programs, an offeror may fax a proposal to a **non-Virginia Tech** third party, who in turn must deliver it, with the number of copies specified in the RFP, to the Purchasing Department in a sealed envelope before the proposal due date and time. All information requested in the Proposal Preparation and Submission section of the RFP must be delivered with each copy of the proposal.
15. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
16. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
17. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Virginia Polytechnic Institute and State University (Virginia Tech), Information Technology Acquisitions Office (0214), 1700 Pratt Drive, Blacksburg, Virginia 24060-6361, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Virginia Tech Information Technology Acquisitions Office. Proposals received in the Virginia Tech Information Technology Acquisitions Office after the date and hour designated are automatically disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intrauniversity mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Information Technology Acquisitions Office by the designated date and hour.
18. **MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation 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.
19. **PAYMENT:**
 - A. **TO PRIME CONTRACTORS:**
 1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Virginia Tech or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a

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settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, §2.2-4363).

B. TO SUBCONTRACTORS:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - c. To pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

20. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
21. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia, if the value of the transaction is \$15,000 or more. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.
22. **QUALIFICATIONS OF OFFERORS:** Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
23. **TAXES:** Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
24. **TESTING AND INSPECTION:** Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
25. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
26. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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27. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
28. **PARKING PERMITS:** Effective October 31, 2002, Virginia Tech Parking Services will require the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 455 Tech Center Drive, Blacksburg, Virginia 24061. Additional information is available at <http://www.parking.vt.edu/vbc.htm> or by calling Parking Services at (540) 231-3200.

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 Library Management System 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 in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number 501757 dated February 22, 2006, 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: _____