Virginia Tech

Request for Proposal #646439

for

Web Content Management System

December 6, 2006

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: John D. Krallman, Phone: (540) 231-9471, e-mail: WCMS-RFP@vt.edu.

DUE DATE: Sealed Proposals will be received until **Friday, January 12, 2007 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 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 business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. 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 business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

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

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods 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#)	
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 a Web Content Management System (CMS) for 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 year(s), 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 55th among research universities in the United States; the university generated $290 million for research programs in fiscal year 2005. VT's operating budget in 2006-07 is approximately $900 million and is distributed to two divisions: the university division and the Cooperative Extension/Agricultural Experiment Station division.

More than 26,000 full-time students pursue 200 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 (VSU), has more than 107 offices and 160 programs. More information about VT can be found at www.vt.edu/about.

This RFP is the result of a recommendation from a cross-departmental CMS team, which spent several months developing requirements for an enterprise CMS, and reviewing options both proprietary and open-source. The team was appointed by the university's Web Redevelopment Steering Committee, a group charged with reviewing and making recommendations regarding VT's web presence.

That web presence begins with the top-level www.vt.edu website, which averages more than 60,000 unique visits, 350,000 page views, and 3.5 million hits per day. Year-over-year growth in site-traffic metrics is averaging between 5% and 8%.

The CMS we choose will be deployed not only for use on the www.vt.edu website, but also potentially across hundreds of sub-domains. Therefore, it must be scalable to the enterprise level with commensurate reliability. The www.vt.edu domain currently has more than 650 active sub-domains, with more than 1.1 million web pages. VT's web presence is managed in a very decentralized manner, which is reflective of the university's operating culture in general. The aforementioned sub-domains utilize a wide variety of server platforms, website configurations, and scripting languages.

The top-level www.vt.edu website is centrally hosted by VT's Information Technology (IT) division. Our chosen CMS will be fully owned, hosted, and maintained by the IT division, with sponsorship by VT's Office of University Relations.

In advance of an enterprise CMS, the university recently completed the first phase of its web redevelopment project with the launch of a comprehensive redesign. This included the development of a set of shared templates and cascading style sheets (CSS) that are being used by the most public of VT's sub-domains – the websites of Undergraduate Admissions, Virginia Tech News, University Scholarships and Financial Aid, University Registrar, University Bursar, Board of Visitors, President, Provost, Executive Vice President/Chief Operating Officer, University Relations, University Council, and Podcasts. All of these "pilot" sub-domains are hosted centrally by IT.

Subsequent to the website redesign, University Relations released a Web Development Toolkit, which includes "family" templates, CSS, web color palette, and graphic elements for use by administrative, academic, and research offices. For more information about the toolkit and VT's web guidelines and procedures, visit www.unirel.vt.edu/web/.

The next phase is to implement a web-based CMS to manage the "pilot" websites, as well as the website of the Cooperative Extension and its more than 100 offices. From there, the CMS will be rolled out to other VT sub-domains on a schedule to be determined. Over time, hundreds of end users will be using the CMS, with skill levels ranging from highly skilled programmers to those with only a basic understanding of the Web. Both types of users should find the CMS functionally satisfying.

The development work our CMS team has done to date has given us a strong sense of what we want and need, leading to a set of requirements that will yield the best possible product for VT. Our intention is to choose a CMS product – and partner – that will meet with wide acceptance within the university community, and demonstrate the ability to grow with us for many years to come.

IV. 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: eVAcustomercare@dgs.virginia.gov, or call 866-289-7367.

V. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and 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 and its affiliated corporations, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at http://www.ExploreVirginiaColleges.com/. Local governments, school boards, other agencies serving local governments and member colleges/universities of the Atlantic Coast Conference (ACC) may also have access to any contract resulting from this RFP. Current members of the ACC include: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, North Carolina State University, University of Maryland, University of Miami, University of North Carolina, University of Virginia, Virginia Tech, and Wake Forest University.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), 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 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 other entities accessing the Contract. Participating entities 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 entity 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 other entity, and will not be considered in default of the Agreement no matter the circumstances.

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

VI. STATEMENT OF NEEDS:

A. Technical Specifications

Technical requirements cover topics such as software installation, load balancing, database, OS, integration with other systems, etc.

1. Operating System
Business Driver: Need to leverage Virginia Tech's experience and operational expertise in the Linux environment (Red Hat, Debian).
    a. The system MUST run in a Linux environment.
    b. List currently supported releases of Debian or Red Hat Linux.
    c. Describe other operating system services (and version releases) and utilities required by your solution.
    d. Specify the mail protocols supported by the system.

2. Database
Business Driver: Need to leverage Virginia Tech's experience and expertise in the MySQL and Oracle database environments.
    a. If the CMS requires a database:
        i. CMS MUST be certified and supported on current stable releases of open source databases (for example MySQL or PostgreSQL), or Oracle 10g. Specify which releases the system supports.
        ii. List standard database connections that the CMS supports (example JDBC).

3. Web/Application Server
    a. The CMS web/application server MUST be certified and supported on Apache HTTPD, Tomcat or JBOSS. Specify which releases the system supports.

4. Load Balancing
Business Driver: Use existing Foundry Networks Server Iron load balancing systems to provide scalable, highly available services.
    a. The CMS SHOULD support load balancing to provide scalable, highly available services. Specify supported methods for load balancing.

5. Software Installation and Maintenance
Business Driver: Virginia Tech maintains all of our own systems. A typical system deployment includes a development (DEV) instance, a testing instance (PPRD, STAGE or TEST), and production (PROD) instance(s). PROD is always on separate hardware from other environments. DEV and STAGE may be on the same hardware.
    a. The system MUST be installed and updated by VT personnel on VT-owned hardware located in VT data centers.
    b. Describe the installation and update procedures, including:
        i. Whether root privileges are required
        ii. The process for notifying customers of new releases/updates
        iii. The version/release support strategy, including:
            1. Major and minor version release frequencies.
            2. How system bug fix patches are made available (individually or as a service pack).
            3. The strategy for rolling out future releases.
            4. The strategy for determining functionality in future releases.
    c. Specify the recommended and minimum memory, number of CPUs, and disk space for the proposed server hardware.
    d. Describe your system's capability to support local modifications to updates.
        i. Do you provide APIs? (see section VI.H.1.a)
    e. Provide a summary of known outstanding bugs associated with the current software version.
    f. Specify whether, and how, we can install a test instance of the CMS on VT servers during the pre-award period.

6. Testing, Staging and Deployment
Business Driver: Follow industry best practices for management of production services. The system SHOULD be supported and installed in multiple instances (i.e., development, testing/staging, production).
    a. Describe how the system supports off-line archive environments.

b. Describe how the system supports divergent departmental implementations, and the tools provided to support deployment of content to such.

7. Mirroring and Backup
Business Driver: Use existing TSM or NSR services for system backups.
   a. Describe the system backup process, and any special utilities required.
   b. The system SHOULD be capable of supporting mirrored sites (e.g. storage and backup of content on multiple servers) for disaster recovery purposes. Describe a recommended configuration.

8. System Integration

<u>Authentication / Authorization</u>
Business Driver: Virginia Tech provides two primary authentication mechanisms for all campus services: JA-SIG's Central Authentication System (CAS) for single sign-on and a central LDAP (OpenLDAP, LDAP v3) for standalone applications.
   a. The CMS MUST support user authentication via VT's enterprise directory (OpenLDAP v3).
   b. The CMS SHOULD support CAS.
   c. The system SHOULD NOT require operating system user accounts for end users or CMS users.
   d. The system SHOULD NOT have a dependency on specific user accounts (ex. 'admin').
   e. Describe the protocols used to encrypt communication with external systems. User Authentication credentials SHOULD NOT be stored or transmitted in an unencrypted form.
   f. Describe how the CMS supports local authentication for users who do not have a VT enterprise directory account.
   g. Specify whether, once authenticated, users have single sign-on access to all of the system's component parts (i.e., they should not have to reauthenticate during that session).
   h. Describe whether the CMS can use LDAP to determine authorization (group membership).
   i. Specify if your solution requires hard-coded usernames and passwords in scripts, macros or functions for logging into internal or external resources, and explain where this is used.

<u>Publishing</u>
   j. The CMS SHOULD be capable of operating with primary storage on a NAS (Network Attached Storage) and/or SAN (Storage Area Network).
   k. If the CMS publishes documents to a remote file system or server, it SHOULD use a standard (non-proprietary) encrypted communication channel (ex. WebDAV/SSL, SFTP, etc.)

9. Capacity
Business Driver: Virginia Tech currently has over 1.1 million web documents within more than 650 distinct sub-domains under the vt.edu domain. While we do not expect the CMS to serve all of these documents initially, the system should be capable of scaling to this level.
   a. Describe how the system would support 350 to 500 sub-domains (~250 colleges and departments, ~100 extension offices).
   b. Describe how the system would support 1,000 to 2,000 end users of the CMS.
   c. As the system scales, describe how it would support unlimited end users of the CMS.

10. Performance and Reliability / Business Continuity
Business Driver: System performance is an important factor in the acceptance and support of the CMS at Virginia Tech. It must scale as the number of documents and sub-domains are increased. This is particularly important when the CMS serves content directly to the end user. With the increasingly global user base at Virginia Tech, the expectation for 24/7 availability continues to grow.

Virginia Tech operates, in effect, as a 'virtual global campus', where users access central systems from any place at any time. Central systems are expected to be available twenty-four hours a day, seven days a week (24×7). Any routine maintenance on a system is performed during a defined maintenance period, typically 0600-1200 local time on Sunday mornings.

<u>Performance</u>
   a. Describe how performance degrades as the number of content objects increases by orders of magnitude.

      b. Describe how performance degrades as the number of concurrent CMS users increases by orders of magnitude.

      c. If the CMS serves content to the website visitor (either directly, or as a service of the front-end server), describe how performance degrades as the number of concurrent website hits increases by orders of magnitude.

      d. Describe the system architecture, software, and hardware requirements for scaling the system to meet increasing loads.

Reliability

      e. Describe how published content can be updated in the event the CMS is down.

      f. Describe possible single points of failure within the system.

      g. Describe the system's track record for reliability and stability.

11. Monitoring

      a. Describe the system's capabilities of providing alerts for failures.

      b. Describe how the system logs errors, and what error information is documented.

             i. Describe any monitoring tools or plug-ins (ex. Nagios or Big Brother plug-ins) that exist to monitor the system.

            ii. Describe how the system monitors status.

B. Site Design and Template Management

1. Data Input

      a. The system MUST support the customization of data entry forms used by content contributors.

      b. Describe what entry form controls are available.

      c. How distributed can controls be?

      d. Describe how the entry forms are customized, and how granular the customization options are.

      e. Specify how many customized data fields can be added.

      f. Describe how the data from the entry forms are stored in the system.

      g. Describe available mechanisms for importing a website's entire template infrastructure.

      h. Specify whether the system recognizes Dreamweaver template tags.

2. Data Output

      a. The templates MUST support the standards based development of web pages and other documents in HTML, XHTML, CSS, Javascript, XML, and XSLT.

              i. Please specify other open standards that the templates may support.

      b. The system MUST support the creation of reusable page components for headers, footers, navigation, RSS feeds, etc.

              i. Please specify how reusable page components are created within the system.

      c. Pages, documents, and other files MUST remain attached to the templates and page components after they are generated, so that they can be automatically updated when templates/components are changed.

      d. The system SHOULD support the use of standard server side scripting languages in templates and page components.

              i. Describe the scripting languages supported by the system.

      e. The output of the system's built-in WYSIWYG editor SHOULD be XML/XHTML strict compatible. (see VI.C.3)

      f. Templates SHOULD use well-formed valid XML.

              i. Please specify what mark up or scripting is required to make templates within the system.

      g. Specify how the system natively supports the creation of an unlimited number of templates controlling the output of content in multiple formats, including text only, HTML, XHTML, XML, RSS, PDF, DOC, and web-enabled formats for cell phones and PDAs.

      h. Specify any code generated by the system that developers cannot control.

      i. Describe how the system supports batch publication of content simultaneously so that changes do not have to be published on an item by item basis.

      j. Specify how the system supports the creation of templates for output in multiple languages (see section VI.D.6.a. Multilingual).

      k. Specify whether the system includes a built-in RSS reader.

C. **Asset Management**

2. **System Compatibility**
   a. The CMS MUST use a web browser-based client, with similar formatting, performance, and functionality across the Microsoft Windows and Apple Macintosh (OS 10.3 and later) platforms.
   b. The system SHOULD NOT require any non-browser client-side software.
   c. Describe how the CMS provides for similar formatting, performance, and functionality across these browsers:
      i. Windows: IE 6.x and above (including recently released 7.x), Mozilla Firefox 1.x and above, Netscape 7.x and above.
      ii. Mac: Mozilla Firefox 1.x and above, Safari 1.x and above.
      iii. Linux: Mozilla Firefox 1.x and above.
   d. Describe specific functions not supported on specific browsers and systems.

3. **Workflow**
   a. Specify how the system supports decentralized workflow customization on the basis of sub-domains, workgroups, file system directories, and individual pieces of content.
      i. Does the CMS have "check-in/check-out" capability?
      ii. Can website managers be notified via email or another mechanism that drafts are awaiting review?
      iii. Can website managers determine the state of drafts and who should be reviewing them?
      iv. Can website managers be notified if drafts have not been published after a specific period of time (day, week, other)?
      v. Can pages be previewed before they are published?
   b. Specify whether authors are able to:
      i. Edit a page directly by clicking on a link on the published website.
      ii. Visually compare two different versions of a page in web browser view.
      iii. Save content and continue editing without having to exit and reenter the text editor, regardless of the view.
      iv. Create/edit a page, and then save his or her work for later access to continue editing, without the need to publish the file or send it for review.
      v. Upload a document to production at the same time a page is submitted (if the CMS end user is authorized to do so).

4. **WYSIWYG Editing**
   a. The system MUST allow users to edit content in both WYSIWYG and HTML modes.
   b. Specify whether the system supports the customization or restriction of text formatting options for the WYSIWYG editor.
   c. Describe how the CMS handles copying and pasting code and formatted text from other applications (such as Microsoft Office applications), and whether the system employs methods that preserve formatting and special characters.
   d. Specify whether the WYSIWYG editor can be configured or customized to require entry of ALT attributes for images.
   e. Specify whether the system makes commonly used functions accessible via shortcut buttons and menu options, and describe those functions.
   f. Describe any wizards available within the WYSIWYG editor.

5. **Content Creation and Editing**
   a. The system MUST associate each page of the website with a contact/owner who is identified by name and email address.
   b. When a page is altered in any instance, the system MUST capture the date and time of last edit, and who made the edit. Specify whether and how this data can be automatically stamped on the page.
   c. Specify whether the CMS provides an interface for the creation of online web forms. Describe the interface's ability to specify form validation as well as data capture of submitted form values both into email as well as a database.
   d. Describe how the CMS handles changing ownership of a page when someone leaves the university, or changes jobs within the organization, or passes ownership to another person.
   e. Specify whether the CMS accommodates special characters, including euros, smart quotes, and diacritics.

f. Specify whether the CMS can require the author to manually certify that content has been reviewed against publication standards (accessibility, security, etc.) as set by the university to assess content quality and usefulness.

g. Describe how the CMS allows authors to create temporary redirects for the purpose of generating "marketing friendly URLs," i.e., www.vt.edu/future could be created as a redirect to a section within the sub-domain www.unirel.vt.edu/advertising/fall_campaign.

6. **Content Quality Checks**
   a. The CMS SHOULD include a utility for checking link integrity and generating "dead link reports" on a scheduled basis, or as an alternative, specify third-party link-checking utilities that may be integrated.
      i. Can link-check reports be automatically emailed to the appropriate website manager(s)?
   b. The CMS SHOULD have content quality checks in place for:
      i. Spelling
         1. Does the spell checker have a customizable dictionary?
         2. Does the WYSIWYG editor include an in-line spell checker?
      ii. Grammar
      iii. Section 508 compliance
   c. Specify whether the CMS automatically checks pages for W3C/508 standards compliance, and/or has an automatic HTML clean-up utility. (See VI.E Accessibility requirements for more information.)

7. **Content Inventory and Tracking**
   a. Describe the types of reports web managers are able to schedule, generate and receive for pages within the manager's purview, such as:
      i. Site map for a web area.
      ii. Page name/location.
      iii. Page owner (and highlight those with no owner).
      iv. History of ownership.
      v. Page timestamp (and highlight those pages not touched with a certain time, such as month, 3 months, 6 months, year, etc.).
      vi. Broken links.
      vii. Orphaned pages.
      viii. Asset summaries or abstracts so you can tell what it is without having to view the page directly.
   b. Specify whether users are able to track pages at a high level that are published/managed outside the CMS environment, particularly non-HTML documents such as PDF, Word or PPT files which may be linked from the website and need the same oversight as HTML pages.

D. **Content Concerns**

1. **Importing Content**
   a. Describe the tools you make available for importing existing content.
   b. Describe how existing websites can be migrated to the CMS.

2. **Metadata**
   a. The CMS MUST capture content metadata. Specify the standard metadata that is captured, and how it is managed.
   b. Describe the system's ability to display an entire website's sitemap or partial sitemap (i.e., from a particular node of the site and a user-defined number of layers below).
   c. Describe the system's support for creating custom metadata fields in addition to the system's default metadata fields.
      i. Can administrators establish predefined vocabularies and various element restrictions?
   d. Specify whether the CMS has an internal search function that allows authors and managers to search webpages and metadata.

3. **Content Repository**
   a. The CMS MUST facilitate the creation and management of content in a central content repository, to be shared across multiple domains and sub-domains.
   b. Describe the system's central content repository infrastructure. Please provide details pertaining to:
      i. User access and restrictions.
      ii. How objects are organized and distinguished from one another.

    iii. Whether the repository can be used as the central and definitive content source (e.g. a central image repository, metadata element value repository and other digital assets that can be reused).

    iv. Whether the repository can manage content objects which are stored in external repositories or systems.

  c. Describe how the content repository supports distribution of varied content types. For example, several sites may share the same "tuition and fees" data. A central file repository will contain shared assets such as (but not limited to):

    i. Images.

    ii. Logos.

    iii. General and/or section-specific news content and calendars.

    iv. Meetings and special events.

    v. Class information (course and description, schedule, requirements/pre-reqs, section information).

    vi. Enterprise search module.

    vii. Faculty/staff contact information and profiles.

    viii. Tuition and fees.

    ix. Scholarship information.

    x. Various permission forms (such as FERPA).

    xi. University policy documents.

    xii. Copyright/privacy policy statements.

  d. Each shared asset SHOULD be associated with a campus organization that is responsible for that particular content item. For example, the tuition/fees page should be associated with the Bursar, the scholarships page should be associated with Financial Aid, etc.

  e. Describe how the CMS allows website managers to include shared assets on their web pages, and whether they can monitor changes to those assets.

Supported File Formats

  f. The content repository SHOULD be able to store and support multiple file formats for capture, registration (check-in), classification, attachment to workflows, editing, printing and managing as records, such as MSOffice formats, XML, HTML, Adobe formats, various image and multimedia formats, etc.

  g. Specify supported compression methods.

  h. Specify additional supported formats.

  i. Specify other multi-media handling capabilities (video, audio, etc).

  j. Specify your approach to electronic content format upgrades. How will evolving content formats be managed, and what method is used for preserving access to original formats?

  k. Specify the level of backwards compatibility support on previous application versions, for all content types listed.

4. **Multiple Formats**

  a. Web content is being consumed on more devices and in more formats now than in the past – including RSS readers, cell phones, tablets, and PDAs.

  b. Describe how the system supports the publication of content into multiple formats including:

    i. Text only.

    ii. HTML.

    iii. XHTML.

    iv. PDF.

    v. Microsoft Office document formats.

  c. Specify whether, and how, the CMS supports the delivery of content to web-enabled devices.

  d. Describe how the CMS supports output of content as XML, to allow for publication in other media (such as print publications).

5. **Content Distribution**

  a. Specify how website managers are able to define, create, and manage content feeds for their content via an RSS system.

  b. Specify whether RSS/XML feeds are W3C standards compliant.

  c. Describe any per-feed customization features that may be contained within the system's RSS/XML functionality.

6. **Multilingual**

  a. Describe how your CMS provides multilingual capabilities, and if so, what languages are supported.

7. **Friendly URLs**
   a. The CMS MUST generate or provide the user the ability to create human-readable and search-engine-friendly URLs for published content. Describe how the system accomplishes this.
   b. Specify whether the CMS provides permanent links to documents that remain available, but move within a site.

E. Accessibility

Virginia Tech Policy Statement 7215
The procurement, development, and/or maintenance of information technology and user support services for persons with disabilities will be aligned with accessibility standards specified in Section 508 of the Rehabilitation Act and "Web Content Accessibility Guidelines" from the World Wide Web Consortium (W3C), appropriately tailored to the specific circumstances of the university. See the complete policy at http://www.policies.vt.edu/7215.pdf.

1. **CMS administrative tools / dashboard**
   a. For every visual or non-text element there MUST be a text equivalent.
   b. System input interactions MUST have the ability to be completed with both keyboard and mouse.
   c. Font sizes MUST be adjustable. Describe how this may be accomplished.
   d. The CMS SHOULD avoid using frames or provide meaningful names and titles for all frames.
   e. Form fields SHOULD be in a logical tab order, and appropriately labeled for screen reading.
   f. All data tables SHOULD explicitly identify headings for all columns and rows.
   g. The system SHOULD notify users of time limits for a session and provide the ability to extend if needed. Describe this functionality.
   h. Information and functions SHOULD NOT be conveyed with color only.
   i. Describe how you are planning to incorporate WCAG 2.0 guidelines.

2. **Output (production website)**
   a. Describe how the CMS supports the creation of pages that are W3C/508 compliant in the following ways:
      i. For every visual or non-text element there can be a text equivalent.
      ii. Images can include ALT text.
      iii. Font sizes are adjustable.
      iv. Significant interactions have the ability to be completed with both keyboard and mouse.
      v. Information is not conveyed with color only.
      vi. Form fields are in a logical tab order, and appropriately labeled for screen reading.
      vii. All data tables explicitly identify headings for all columns and rows.
      viii. Pages avoid use of frames or provide meaningful names and titles for all frames.

F. Security and Audit

1. **Security**
Security Requirements
   a. Cryptographic controls employed by the system MUST use published, internationally recognized algorithms.
   b. Passwords in the system MUST NOT be stored, transmitted or viewed in clear text.
   c. Describe how the system provides role-based security across all templates, content, processes and repositories for: individual users, groups of users, individual directories / domains, subdirectories, sites.
   d. Specify whether the system encrypts content that is transported over non-trusted networks using strong encryption.
   e. Describe your best practices for securing the system.
   f. Describe how you will notify Virginia Tech of security issues or vulnerabilities, and provide a timeline for resolution.
   g. Specify whether the system is capable of implementing a default 'deny' access policy for users and content objects.
   h. Specify whether the system allows the revocation of all privileges from a specified group or selected user(s), thereby preventing access to the system.
   i. Describe how the system handles expired content objects.
   j. Describe the support you provide should a security problem arise with your product.

Security Questions
   k. Is your system susceptible to any of SANS Top 20 security vulnerabilities for Windows and UNIX described at http://www.sans.org/top20?
      i. If so, which ones?

ii. And what is your timetable for correcting these vulnerabilities?
l. Is your system susceptible to any of OWASP Top 10 critical web application security vulnerabilities described at http://www.owasp.org/index.php/OWASP_Top_Ten_Project?
   i. If so, which ones?
   ii. And what is your timetable for correcting these vulnerabilities?
m. How does your product authenticate and authorize users?
n. What security-related certifications do those in your company who are involved with this product's development and support hold? Examples of recognized certifications: SANS GSEC, CISSP, MCSE, and CCIE.
o. How do you write secure code? How do your train your developers in writing secure code?
p. May we see a copy of your End User License Agreement?
q. May we obtain an evaluation copy of your software in order to conduct a security assessment?
r. Specify if source code needs to be stored on the production server.

2. **Audit**
   a. Actions taken by the system, either automatically or user-initiated, MUST be logged for auditing purposes. Specify the actions that are logged.
   b. User audit log SHOULD be separate from server or web log.
   c. The system SHOULD have the ability to view audit history of ownership, content changes and permission changes for a selected object.
   d. Describe how the system supports reporting for audit exceptions including integrity failures, with user-defined sorting and filtering.
   e. Specify whether the system allows users or groups of users to be notified when specific objects are modified.
   f. Describe how the system archives audit records.
   g. Describe how audit data is presented, generated and maintained.
   h. Specify limitations to auditable actions.
   i. Are audit logs human-readable without the need for an intermediate translation program?
   j. Can audit logs be automatically copied or sent to a central server?

3. **Logon Procedure**
   a. Specify whether the system is capable of limiting the number of logon attempts, with a lock-out period for repeated failed logon attempts.
      i. Describe what gets displayed after a failed logon attempt.
      ii. Can this function be customized?

G. **Training and Support**

1. **Training**
   a. Describe the types of online self-help, training materials, tutorials, and any other help modules provided by the system.
      i. Is online contextual help available at the time of content entry?
      ii. Is online help searchable?
   b. Provide a list of the printed documentation provided for installation, operation, use, and administration of the CMS.
   c. Specify whether you will provide an in-person, train-the-trainer program covering all user levels, and describe the program.
   d. Describe any skill evaluation tools you provide.
   e. Specify and describe any help files provided by the system, and whether they can be customized for Virginia Tech's instance(s) of the system.

2. **Support**
   a. Describe if and how you provide 24 x 7 support and the time frame of guaranteed initial response time.
   b. Specify whether you will provide on-site support of initial installation.
   c. Describe other services for maintaining the CMS in a supported state.
      i. Describe any online user communities that exist.
      ii. Describe methods of communicating with your customers.
      iii. Describe any client gatherings/conventions that are held.

H. Extensibility

1. Integration

A wide variety of information and services are offered to Virginia Tech students, faculty, staff, alumni, and other visitors via the Web. Many of these services are provided from diverse and different systems (Banner, LDAP, outside-vendor processing [such as online admissions], etc).

   a. The system MUST provide an Application Programming Interface (API) for developers to create separate web-based applications that interface directly with the CMS.
   b. Describe any modules (either as part of a base package or optional add-ons) that provide the ability to offer/access additional services (external RSS feeds, outside applications, etc.).
   c. Describe how custom modules can be constructed to allow VT programmers to create their own modules to expand or extend the system capabilities.
   d. Describe how the system provides for the inclusion of code blocks or snippets that will allow developers to connect to other systems, external databases, etc. to import content into a dynamic page. Such code blocks (with proper tagging/identification/delimiters) might include scripts in PHP, JSP, Javascript, and others.

2. Languages

Business Driver: Virginia Tech has a significant amount of experience and investment in Java and PHP programming. Supporting other programming languages may prove to be cost prohibitive.
   a. The CMS API(s) MUST be interoperable with standards-based programming languages. Specify supported languages.
   b. Any content modules supplied by the CMS MUST produce standards-based output (Example: RSS, XML, XHTML). Specify supported languages.
   c. The CMS API(s) MUST NOT require any proprietary programming or scripting languages.
   d. The CMS API(s) SHOULD be interoperable with Java and/or PHP programming languages

I. Reporting/Statistics

The ability to determine how the system is being used, and how the content is being managed, is critical for administrators of the system.

1. Describe any analysis tools the CMS provides to view system data.
   a. Describe the types of reports provided by the system, such as (but not limited to) a list of pages/files by department, owner, responsible user, content type, and creation/activation/review/expiration date, and a list of "orphan" or unlinked pages.
   b. Can the administrator generate custom reports based on selected criteria over a specific period of time?

J. Versioning

1. The CMS MUST support versioning and saving of previous iterations of a page. Describe methods of versioning and saving, including storage/resource requirements for such.

2. The CMS MUST have "sunrise/sunset" capability, allowing content contributors to schedule content for publication, expiration, or archiving by date/time.

3. The CMS SHOULD be able to set a "reminder" by date/time for each page to alert a website manager that content needs to be updated.

4. Specify and describe how the system supports unlimited rollback, with the ability to revert to any previous iteration of a page.

5. Specify whether the CMS provides a redlining function to allow a visual comparison of versions.

K. User Management

Business Driver: The university projects that as many as 1,000 to 2,000 end users of varying levels of skill and authority will eventually be using the CMS. Consequently, our CMS needs to be flexible enough to manage users, groups, sub-groups, roles, and associated access rights in a distributed manner.

1. The system MUST support distributed administration of users and roles.

2. **Describe the system's ability to provide granular, flexible, customizable, and distributed rights authorization**.
    a. How are roles and responsibilities assigned?
    b. Does the system allow for customization of roles and responsibilities?
    c. Does the system support the creation of groups with specific permissions?
    d. Does the system allow single users to be members of multiple groups?
    e. Does the system support the creation of sub-groups?

3. **Provide examples that demonstrate the flexibility of your user management tools.**

L. <u>Vendor Qualifications</u>

1. **The offeror MUST provide at least three references, with preference given to higher education clients.**
    a. Include the date(s) the goods were furnished, the client name, address and the name and phone number of the individual that Virginia Tech has your permission to contact.

2. **The vendor SHOULD be primarily engaged in the business of providing Web CMS solutions.**

3. **Provide contacts for any clients that have switched off your system in the past two years.**
    a. Include the client name, address and the name and phone number of the individual that Virginia Tech has your permission to contact.

4. **Describe your experience providing CMS's to higher education institutions similar in nature and scope to Virginia Tech (see Background section).**

5. **Describe your experience working with higher education clients.**

6. **Describe how you solicit feedback from your higher education clients.**

VII. <u>PROPOSAL PREPARATION AND SUBMISSION</u>:

A. <u>General Requirements</u>

1. **RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and Seven (7) 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. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. 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.

f. 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. 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. **Response to the requirements detailed in Section VI Statement of Needs.**
Provide sufficient detail to each item as noted in VII.A.2.c

3. **Small, Women-owned and Minority-owned Business (SWAM) Utilization:**
Describe your plan for utilizing small businesses and businesses owned by women and minorities if awarded a contract. Describe your ability to provide statistical reporting on actual SWAM subcontracting when requested. Specify if your business or the business or businesses that you plan to subcontract with are certified by the Virginia Department of Minority Business Enterprise.

VIII.   SELECTION CRITERIA AND AWARD:

A.   Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

| | Maximum Point |
Criteria	Value
User Interface/Workflow/Training and Support	
Asset/Content/Template Management	
Technical Specifications/Security	
Scalability/Extensibility	
Vendor Qualifications	
Cost	
SWAM Utilization	
	_____
	Total 100

B.   Award

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

IX.   OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on **Tuesday, December 19, 2006 at 1:00 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 as Addenda on our website: http://www.ita.vt.edu/WCMS-RFP.html. Additional questions may be emailed to WCMS-RFP@vt.edu. These questions and subsequent answers will also be posted as Addenda on the website. Questions will be accepted through **Thursday, January 5, 2007 at 3:00 P.M.** Criteria Weights will be posted as an Addendum to this RFP before the closing time on the Due Date.

X.   ADDENDA:

Any **ADDENDA** issued for this solicitation may be accessed at http://www.ita.vt.edu/WCMS-RFP.html. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XI.   CONTRACT ADMINISTRATION:

Michael Dame, Director of Web Communications, University Relations Department, at Virginia Tech or his/her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

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 Department through a written amendment to the contract.

XII.   TERMS AND CONDITIONS:

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

XIII.   ATTACHMENTS:

Attachment A – Special Terms and Conditions
Attachment B – General Terms and Conditions
Attachment C – Standard Contract Form
Attachment D – Cost Calculation Spreadsheet

Attachment A
Special Terms and Conditions

1. <u>AUDIT</u>: 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. <u>CANCELLATION OF CONTRACT</u>: 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. <u>CONTRACT DOCUMENTS</u>: 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. <u>DELIVERY POINT</u>: 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. <u>IDENTIFICATION OF PROPOSAL ENVELOPE</u>: 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. <u>INDEPENDENT CONTRACTOR</u>: 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. <u>INSURANCE</u>: 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

Attachment A
Special Terms and Conditions

    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 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. <u>PROPOSAL ACCEPTANCE PERIOD</u>: 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.

9. <u>PRIME CONTRACTOR RESPONSIBILITIES</u>: 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.

10. <u>PROPOSAL PRICES</u>: Proposal shall be in the form of a firm unit price for each item or service during the contract period.

11. <u>QUANTITIES</u>: 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.

12. <u>RENEWAL OF CONTRACT</u>: 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

Attachment A
Special Terms and Conditions

Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

13. <u>SEVERAL LIABILITY</u>: 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.

14. <u>WORK SITE DAMAGES</u>: 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.

15. <u>COMMUNICATIONS</u>: 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.

16. <u>PROJECT MANAGER</u>: 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.

17. <u>RIGHT TO SELECT PROJECT PERSONNEL</u>: The University has the right to interview and select all of the Contractor's personnel that will provide services under the Agreement.

18. <u>RIGHT TO REMOVE PROJECT PERSONNEL</u>: The University has the right to remove any of the selected Contractor's personnel that will provide services under the Agreement.

19. <u>SUBCONTRACTS</u>: 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.

20. <u>ADVERTISING</u>: 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.

21. <u>CERTIFICATION TESTING AND ACCEPTANCE</u>: 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
Special Terms and Conditions

22. <u>NOTICES</u>: 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: Michael Dame
        University Relations – Web Communications (0109)
        101-A Media Building
        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 provisions 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 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 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. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement

solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the proposal being rejected.

15. **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 Information Technology Acquisitions Department in a sealed envelope before the proposal due date and time. All information requested in the <u>Proposal Preparation and Submission</u> section of the RFP must be delivered with each copy of the proposal.

16. **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.

17. **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.

18. **LATE PROPOSALS**: To be considered for selection, proposals must be received by the Virginia Tech Information Technology Acquisitions (ITA) Department (0214), 1700 Pratt Dr., Blacksburg, Virginia 24061, 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 ITA Department. Proposals received in the Virginia Tech ITA Department 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 intra-university mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech ITA Department by the designated date and hour.

19. **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.

20. **NONDISCRIMINATION OF CONTRACTORS**: An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faithbased organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the 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.

21. **NONVISUAL ACCESS TO TECHNOLOGY**: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of (the "Technology") Virginia Tech 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 the 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 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, § 2.2-3500 through 2.2-3504 of the <u>Code of Virginia.</u>

22. **PARKING PERMITS**: Virginia Tech Parking Services requires 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.

23. **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 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.

     The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the 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.

24. **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.

25. **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 $50,000 or more. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

26. **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.

27. **SMALL, WOMEN, AND MINORITY-OWNED (SWAM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**

    A. Virginia Tech has developed a "SWAM" plan for increasing procurement from small, women-owned, and minority-owned (SWAM) business. Virginia Tech's SWAM subcontracting aspirational goals are as follows:

Small	Woman-owned	Minority-owned	Total SWAM
30%	5%	3%	38%

    B. 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 small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the University at a minimum the following information: name of firm, DMBE SWAM certification number, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Note that SWAM vendors must be certified with the Department of Minority Business Enterprise (DMBE) http://www.dmbe.state.va.us.

    C. Definitions:

    1. **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. 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.

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

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

    4. **Minority individual** – means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

        a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

        b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samos, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

        c. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

        d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

28. **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.

29. **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.

30. **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.

31. **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.

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

COMMONWEALTH OF VIRGINIA
<u>STANDARD CONTRACT</u>

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:_____

Note: Add additional rows and explanatory comments as needed
Provide additional detail at the bottom as necessary to explain
your pricing, including any discounts.

Explanatory Comments

	One-time costs	First year	Second year	Third year	Fourth year	Fifth year
1 Recommended hardware including shipping (itemize)						

2 Recommended workstation configuration
    Staff workstation (per unit)
 	
    Public workstation (per unit)						

3 System software						

4 Application software (itemize)
    Module A
    Module B
    Module C
    Module D						

5 Customization, if required (e.g., expected hours and rate)						
6 System installation						
7 Data migration						
8 Maintenance (24/7 service, list options)						
9 Training (e.g. hours and rates, training packages)						
10 Documentation						
11 Test database						
12 Additional licenses						
13 Required Third party software						
14 Suggested Third party software						
15 Other						