Request for Proposal #646441

For

Course Management Systems

July 16, 2003
QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Judy Poff, Buyer, Phone: (540) 231-9517, e-mail: judy.poff@vt.edu.

DUE DATE: Sealed Proposals will be received until August 15, 2003 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__. A concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- __Minority-Owned__. A business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- __Women-Owned__. A business enterprise that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

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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 course management systems (CMS) for higher education, specifically any public or private college or university in the Commonwealth of Virginia accredited by the Southern Association of Colleges and Schools (SACS), K-12 educational schools or school districts in the Commonwealth of Virginia; and other institutions and agencies in the Commonwealth of Virginia.

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

III. **BACKGROUND:** There are currently 39 public institutions of higher education in the Commonwealth of Virginia serving approximately 380,000 students. In addition, there are 25 independent colleges serving approximately 43,000 students. Most of these institutions are using Blackboard or WebCT to deliver course content to students. This software provides a mechanism for faculty to place courses online for students in both the residential setting and for students at distance. Since the establishment of a course management system on a university campus requires a substantial investment in training and course content development, it is very expensive to transition to a different system once courses are put online. Therefore, it is important that any contract or contracts resulting from this solicitation provide options for universities to continue to use their current CMS as well as other CMS deemed suitable through the RFP evaluation process.

The contract will cover all the teaching, research and service roles of an institutions’ faculty, staff, students, and outreach affiliates, regardless of location, including credit and non-credit students, persons enrolled in continuing education activities, and outreach or extension programs. Content developed by faculty and staff using the CMS can be published or otherwise distributed externally without additional payments to the CMS vendor. For example, a course produced under a grant can be marketed by the institution, or assigned to others, without a royalty to the CMS vendor. In no case will the CMS vendor have any claim on the intellectual property developed by an institution or its employees. The successful vendor(s) should provide a mechanism for faculty to retrieve their course content from the CMS in a meaningful end-user format.

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

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

The goal is to negotiate a multi-year contract. Institutions should have the ability to renew initially in increments to reach a July 1 contract date, and be able to renew in twelve month or greater increments thereafter.

The contractor must provide documentation of all work performed for any work agreement. If a problem is discovered where the software does not perform according to the documentation or representation of the contractor’s staff, the contractor shall fix the problem, at its own expense, including any required work-around solutions that may be necessary to ensure a successful implementation.

Acceptance testing will be based on a plan developed jointly by the institution and the contractor and will be performed by the institution for a minimum period of thirty (30) days. Testing will commence upon completion of installation. The contractor shall participate in the acceptance test, in accordance with the jointly developed plan, until the acceptance of the software is complete to the institution’s satisfaction.

A standard purchase under this contract should include one (1) license that encompasses production use, development and testing purposes and student teacher training. The test, development, and student teacher training instances will not be used for production purposes.
V. PROPOSAL PREPARATION AND SUBMISSION

A. General Requirements:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. 
   1 original and 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.

   No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:
   
   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Virginia Tech may reject proposals, which are substantially incomplete or lack key information, at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
   
   b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
   
   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
   
   d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
   
   e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

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

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

2. Four (4) recent references, either educational or governmental, for whom you have provided the type of goods described herein. Include the date(s) the goods were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

3. **Vendor Background and Customers:** Provide your company’s ownership, history, number of years in business, size, an indication of its financial health, and strategic partners. Identify the parent corporation and any subsidiaries. Describe your major products and services, including the different product versions that may be appropriate for institutions with different enrollments and varying levels of integration with administrative systems. What distinguishes your company and its products and services from your competitors? Provide a current list of your key customers, and all customers that comprise more than 5% of the company’s revenue. Describe the details of the CMS implementation of one of your major clients. Describe the largest institutional (as opposed to vendor-in-house) implementation of your CMS including the number of active classes and students supported by this implementation and the system architecture (if known). Provide contact information for this institution. Provide references of customers having similar statewide contracts. Describing procedures, such as source code escrow, to protect an institution’s use of the software if the vendor enters bankruptcy proceedings.

4. **System Background:** Describe your system architecture and how it’s designed for scalability. Describe the underlying languages used for system development. What backend databases are supported? Which are recommended? Describe the documentation available for the schema. What operating systems are supported? Describe your recommended hardware and software configuration(s) scaling support for loads ranging from student enrollments of 1000 to 200,000 and up. For each major function, describe your system’s simultaneous user load capability. Describe the ability to customize vs. configure your CMS. Define what acceptable performance is, how it is measured, and how the system software and hardware can be scaled to maintain acceptable performance. Provide a detailed description of how load is balanced.

5. **System Development and Security:** Describe your beta testing methodology, how it has evolved, and its future direction. Describe your quality assurance procedures. Describe your system’s application security measures, its audit trail capability, and how it can perform data authentication.

6. **System Integration:** Describe the system integration capabilities of your system with third-party systems, including but not limited to authentication systems, administrative systems, student-information systems, and portals. Describe how the CMS can provide authentication and/or portal services by itself and also with third-party systems. Describe the capability, unique features, and constraints involved to turn off built-in CMS tools and replace them with third-party tools, e.g., assessment engine. Identify the third-party systems that have been integrated with your CMS. Give details of data import and export capabilities. Describe the process needed to achieve the integration and how it is accomplished (batch, real-time, etc.). What formal system integration relationships exist with PeopleSoft, SCT, and Datatel. Describe a major customer’s experiences with integration with PeopleSoft, SCT-Banner, or Datatel systems, third-party authentication, and external tools like assessment engines. Describe each standard CMS system report available. Describe how custom CMS system reports can be generated, including the process (and any restrictions) on how back-end databases can be queried for specific customer-defined dynamic reporting needs. Describe the documentation provided for the back-end databases, including schemas used.

7. **Course Content:** Describe how your system supports building of course content. What and where is information maintained, and how is it structured? Describe how your system handles course registration and pre-requisites. Describe your content management capabilities. Describe how your system handles assignment submissions,
including but not limited to how assignments are created, how students submit assignments how assignments are stored, and how assignments are returned to students. What authoring tools unique to your system are available? Discuss compatibility with courseware interoperability standards. Describe what assurances exist that course content can always migrate forward to newer version of product, either directly or through vendor provided tools. Describe conversion tools or processes for converting existing course content from Blackboard and WebCT systems into vendor’s system. Compared to competitive products, describe how your system is more compatible with Section 508 of the Federal Rehabilitation Act, SCORM, IMS, AICC and similar standards. In that regard, what unique features does your system provide?

8. **Assessment:** Describe your systems’ capability for creating, administering and tracking tests, evaluations and surveys. How are questions assembled into tests, exams, quizzes and surveys? What formats can be exported and imported? Describe the multiple assessment types available. How are feedback and scores provided to students? How are responses stored? What standard reports are generated?

9. **Implementation and Training:** Describe your company’s implementation methodology. What implementation resources are available? Describe your approach to project management. How are change requests managed? Describe professional services available. What technical and functional training is provided with your product or service? How much and what type of training is recommended for a system administrator and for faculty to use your product? Describe the documentation provided, including on-line resources.

10. **System Releases/Upgrades:** What is your current release? About how many releases are there each year and what is the timing? How long are new releases supported? How are bug fixes released? How are customers notified? How do customers access upgrades? Describe the process for transitioning course content to newer versions. Describe how customers can make recommendations for product changes. Describe the past processes for upgrading your software from one version to another, converting course content from one version to another, and the effort anticipated to be borne by your customers in these conversions.

11. **Support:** Provide details on your company’s support plan(s). Describe your company’s approach to responsiveness to problems: initial maximum response time, and the procedure for escalating the problem to reach a solution.

12. **Professional Services:** Describe and give examples of the professional services available from the company. Describe what measures are taken to develop price estimates, and what steps are taken to insure actual work does not exceed estimates.

13. **Hosting (ASP):** Describe your hosting capabilities. Include details on security, redundancy, uptime %, backup, and recovery. Describe and provide samples of service level agreements (SLA) you offer. Provide the ASP average uptime per month. Describe the extent of scheduled maintenance windows that could disrupt service. How much notice is given for unscheduled maintenance?

14. **Price:** Provide all pricing that will apply to your offer over the period of the contract.

15. **Warranty:** Describe the terms and conditions of any warranty on the software and professional services available. Describe how such warranty is implemented to provide problem resolution services.
VI. SELECTION CRITERIA AND AWARD

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

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B. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror (s) who, in its opinion, have made the best proposals, and shall award the contract to those offerors. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359(D.), Code of Virginia.) Should Virginia Tech determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

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

VII. OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on July 25, 2003 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 on our website: http://ccpurch.vt.edu/CMS-RFP. Additional questions may be emailed to CMS-RFP@vt.edu. These questions and subsequent answers will also be posted on the website. Question will be accepted through August 6, 2003.
VIII. CONTRACT ADMINISTRATION

A. John D. Krallman, Director of Information Technology Acquisitions, 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.

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

IX. ATTACHMENTS:

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


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

AUTHORIZED USERS: It is Virginia Tech's intent to provide other Virginia entities with access to Virginia Tech's contracts and to provide Contractors with opportunities to do business with other Virginia agencies, school systems and institutions of higher education.

To that end and if agreeable with the Contractor, the following State Colleges or Universities, State Agencies, Independent non-profit Colleges or Universities, and K-12 school systems may have access to any contract resulting from this solicitation:

The Virginia Community College System and all colleges therein, College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Radford University, Virginia Commonwealth University, All public or private college or university in the Commonwealth of Virginia accredited by the Southern Association of Colleges and Schools, K-12 educational schools or school districts in the Commonwealth, and all other institutions and agencies in the Commonwealth of Virginia.

Additional qualifying entities may be added to the contract by executing a valid addendum to the contract.

If a Virginia institution or agency elects to access this contract and the Contractor agrees to such access, the terms and conditions of this contract will apply, except that Virginia Tech will have no responsibility for the resolution of any contractual disputes or for payment for services rendered which may arise from the contract. The Contractor understands and agrees that it shall not have any recourse against Virginia Tech with respect to any claim it may have against another institution that accessed this contract.

CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

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

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

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

INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments, which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
INSURANCE:
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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

INSURANCE COVERAGES AND LIMITS REQUIRED:
A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name 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.

MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

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

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual 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 software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

ORDERS: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 1:00 p.m. on July 25, 2003 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 the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

PROPOSAL ACCEPTANCE PERIOD: Any proposal received in response to this solicitation shall be valid for 90 days. At the end of the 90 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. 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.

PROPOSAL PRICES: Proposal shall be in the form of a firm unit price for each item during the contract period.

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

RENEWAL OF CONTRACT: This contract may be renewed by Virginia Tech upon written agreement of both parties for two successive one year periods only under the terms and conditions of the original contract.

SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

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

GENERAL TERMS AND CONDITIONS

1. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.

3. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

4. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.

5. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:

1) By mutual agreement between the parties in writing; or

2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or

3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of 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 methods of resolving disputes provided by law.
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 thereof, 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. FACSIMILE PROPOSALS: Facsimile unsealed proposals received in the Virginia Tech Purchasing Department prior to the time and date designated for proposal submission will be accepted. For sealed Request for Proposal (RFP) programs, an offeror may fax a proposal to a non-Virginia Tech third party, who in turn must deliver it, with the number of copies specified in the RFP, to the Purchasing Department in a sealed envelope before the proposal due date and time. All information requested in the Proposal Preparation and Submission section of the RFP must be delivered with each copy of the proposal.
15. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

16. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

17. LATE PROPOSALS: To be considered for selection, proposals must be received by the Virginia Tech Purchasing Department (0333), Room 270 Southgate Center, 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 Purchasing Department. Proposals received in the Virginia Tech Purchasing 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 intraniversity mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Purchasing Department by the designated date and hour.

18. MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

19. PAYMENT:
   A. TO PRIME CONTRACTORS:
      1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Virginia Tech or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
      2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
      3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
      4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
      5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a 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.

20. PRECEDENCE OF TERMS: Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

21. PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia, if the value of the transaction is $15,000 or more. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

22. QUALIFICATIONS OF OFFERORS: Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

23. TAXES: Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

24. TESTING AND INSPECTION: Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

25. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

26. USE OF BRAND NAMES: Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

27. NONDISCRIMINATION OF CONTRACTORS: An offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

28. 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. Vendors desiring to provide goods and/or services to Virginia Tech are encouraged to participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Note: Vendors are strongly encouraged to register their company prior to submitting a bid or proposal. Vendors should register in both the eVA and the Ariba Commerce Services Network Registration.

29. PARKING PERMITS: Effective October 31, 2002, Virginia Tech Parking Services will require the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 455 Tech Center Drive, Blacksburg, Virginia 24061. Additional information is available at http://www.parking.vt.edu/vbc.htm or by calling Parking Services at (540) 231-3200.
ATTACHMENT C

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

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _______________________

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

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

SCOPE OF CONTRACT: The Contractor shall provide the _____________ 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: ___________________________