



Request for Proposal #0009467a

for

Automatic Location Information Database Management System

October 27, 2009

RFP 0009467
GENERAL INFORMATION FORM

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

DUE DATE: Sealed Proposals will be received until **November 10, 2009 at 3:00 PM Eastern Time**. 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) at: Virginia Tech, Attn: Nancy Sterling, IT Acquisitions Office (0214), 1700 Pratt Drive, Blacksburg, Virginia 24061

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

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

___ **Large.**

___ **Small.** An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification..

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

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

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

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
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 through competitive negotiations for an Automatic Location Information (ALI) Database Management System (DBMS) by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

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

III. BACKGROUND:

Virginia Tech Police Department (VTPD)

At its 2,600-acre main campus located in Blacksburg, Virginia security and law enforcement for the Virginia Tech community is provided by the Virginia Tech Police Department (VTPD). The department is a full-service, nationally accredited police agency, with 50 full-time sworn police officers that are complemented by security guards, campus watch officers and safe ride officers. Virginia Tech police officers have jurisdiction and legal authority on all university-owned property. Since students live both on and off campus, the department works very closely and shares jurisdiction with the Blacksburg Police Department, the Montgomery County Sheriff's Office and other law enforcement agencies.

Communications Network Services (CNS)

Communications Network Services (CNS) exists to provide leading edge telecommunications services in support of the instructional, research and outreach missions of Virginia Tech. CNS delivers voice, data and video services to all segments of the University community. CNS is responsible for the operation, administration and maintenance of the campus telephone system and will manage the installation and acceptance testing of the Positron VIPER PSAP e911 controller scheduled to be installed in January 2010.

IV. CONTRACT PARTICIPATION:

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

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

Use of this contract does not preclude Virginia Tech or any participating entity from using other contracts or competitive processes as the need may be. The resulting contracts will be optional use contracts.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a trading partner within the eVA system.*

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA Website portal at www.eva.state.va.us and complete the Ariba Commerce Services Network registration. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your company conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA Website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

VI. STATEMENT OF NEEDS:

Virginia Tech needs an ALI DBMS solution to support the emergency services dispatch operations of the VTPD. The proposed solution will integrate with the Virginia Tech PSAP e911 controller according to established industry standards for data exchange between ALI database systems and Public Safety Answering Point (PSAP) controller equipment.

The Virginia Tech PSAP e911 controller is a three station Positron VIPER. The Virginia Tech enterprise telephone system (ETS) is a Siemens/ROLM 9751 Model 70 CBX software release 9005.6.84.

To meet minimum requirements, the proposed ALI DBMS software solution shall include all the items below. Specifically state in the proposal if and how the proposed solution fulfills these minimum requirements.

- A. Support initial capacity of at least 25,000 telephone number (TN) records and have scalability up to at least 100,000 TN records
- B. Capable of Internet Protocol (IP) and/or serial integration with a Positron VIPER e911 controller according to established industry standards
- C. Accommodate TN records from Virginia Tech's enterprise telephone system (ETS), as described in Section VI – Statement of Need, above

The critical areas below are categorized by evaluation criteria. Proposals should address all these critical areas fully and make reference to the number beside the relevant line item. Ideally for clarity, the proposal would be structured following the same outline as below. Since these categories will be used in the assessment and selection of a final solution, please address these questions completely in submitting proposals. \

1. 911 Controller Integration and Solution Specifications

- 1.1. Identify the initial capacity of the proposed system and include an incremental breakdown of licensing costs up to the maximum capacity of the system.
- 1.2. Describe minimum and recommended hardware specifications for the proposed solution. Specifications should include but are not limited to the following characteristics:
 - 1.2.1. Operating System
 - 1.2.2. Processor technology and speed
 - 1.2.3. Memory
 - 1.2.4. Redundant Array of Inexpensive Disks (RAID) Controller
 - 1.2.5. Hard Disk Configuration
 - 1.2.6. Hard Disk Capacity
 - 1.2.7. Hard Disk Access Speed
 - 1.2.8. Network Adapter(s)

1.2.9. Power Supplies

- 1.3. Provide a summary level description of the underlying DBMS and clearly identify any 3rd party software required to support the proposed system.
- 1.4. Indicate whether the system supports the National Emergency Number Association (NENA) standard for ALI database interfaces (NENA 04-001).
- 1.5. Identify the hardware, software, cabling and communication equipment required for serial based integration with a Positron VIPER e911 controller.
- 1.6. Indicate whether the system supports the NENA ALI Query Service (AQS) standard (NENA-04-005).
- 1.7. Identify the hardware, software and network infrastructure components required for IP based integration with a Positron VIPER e911 controller.

2. **Implementation, Account Management, and Customer Support**

- 2.1. Describe the responsibilities assigned to Virginia Tech relative to the installation, configuration and testing of the proposed system.
- 2.2. Describe inclusive plan and suggested schedule for implementation, with expected timeframes for interim milestones or project phases. Provide samples of project performance scorecards.
- 2.3. Describe the procedure that will be followed to ensure the timely, overall recovery of the system in the event of a hardware or software failure.
- 2.4. Describe the support organization, including the number of personnel, hours of operations, and any available performance metrics relative to customer service and/or problem resolution
- 2.5. Describe the organizational structure and physical location of the specific personnel who will support Virginia Tech. Include procedures for the escalation of problems directly affecting service.
- 2.6. Designate a single point of contact to work with CNS on any billing questions and problems. An initial response on all billing questions, discrepancies, and errors identified by CNS is expected within one business day. Total resolution shall occur within 45 calendar days.
- 2.7. Describe how your company and your solution protect customer privacy. If applicable, describe what personal information will be maintained about Virginia Tech and the individual subscribers who use the in-building wireless infrastructure. Describe how the information is used, how long the information is retained, and how the distribution of information may be restricted. Demonstrate knowledge of all applicable regulations regarding confidentiality and privacy of personal information.

3. **Administrative features**

- 3.1. List system's supported service order formats.
- 3.2. Describe the system's data integrity and record validation features.
- 3.3. Describe the system's capabilities to support 5-digit ETS TN records.
- 3.4. List the supported data import and export file formats.
- 3.5. Describe the system's data import and exports features.
- 3.6. Describe the system's redundancy model.
- 3.7. Describe the system's backup & recovery features.
- 3.8. Provide complete system documentation for the system as proposed. This documentation will enable Virginia Tech to fully understand the system's capabilities.
- 3.9. Complete and include in the proposal the RFP attachment entitled **Virginia Tech Security Questions for Technology-Based Procurements**. Computer and network security is of paramount concern at Virginia Tech. Any proposed solution must not compromise the security of the university's information technology environment. The SANS Institute and the FBI have released a document describing the Top 20 Internet Threats. Offerors should review the document at www.sans.org/top20.htm and affirm that their proposal addresses these threats and where applicable limitations.

4. **Price**

- 4.1. Confirm your company's agreement that by submitting a bid/proposal and by signing any subsequent contract, your company warrants and agrees that the prices, terms, warranties, and benefits specified in your bid/proposal are comparable to or better than the equivalent prices, terms, warranties, and benefits being offered to your company's commercial or government customer.
- 4.2. Provide a detailed pricing structure for all components of the solution as proposed over the multi-year contract period using your best or better discounted pricing and applying all additional discounts available for state government and higher education.

- 4.2.1. Include pricing for all goods and services, such as hardware and equipment, software and licensing, recurring fees, training provided to the university, support and maintenance, warranty service and any additional fees to implement the solution requested by Virginia Tech.
- 4.2.2. Describe in detail the factors that can influence pricing, such as functional options, add-on functionality, or system scaling costs.
- 4.3. Describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to the university in a contract for the proposed solution.

5. Experience, Qualifications, and References

- 5.1. Provide your company's ownership, history, number of years in business, size, and indication of its financial health, and strategic partners.
- 5.2. Identify the parent corporation and any subsidiaries.
- 5.3. Describe your major products and services, including the different product versions that may be appropriate for institutions similar to Virginia Tech as described in Section III – Background, above.
- 5.4. What distinguishes your company and its products and services from your competitors?
- 5.5. Provide a current list of your key customers, and all customers that comprise more than 5% of the company's revenue.
- 5.6. Describe the details of implementing the proposed ALI DBMS solution for one of your major clients, preferably a client similar to Virginia Tech. Provide the client name, address and the name, phone number, and email address of the individual Virginia Tech has your permission to contact.
- 5.7. Provide three (3) additional recent references, either educational or governmental, for whom you have provided the type of goods and services described herein. Include the date(s) the goods and services were furnished, the client name, address and the name, phone number, and email address of the individual Virginia Tech has your permission to contact.

6. Reporting Features

- 6.1. Describe the system's reporting features.
 - 6.1.1. Describe standard reports that come with the proposed solution as priced without additional cost
 - 6.1.2. Describe capabilities for adhoc report creation that come with the proposed solution as priced without additional cost, and define any limitations

7. SWaM Utilization

See Section VII – Proposal Preparation and Submission, Part B, Line 4 for details on response to SWaM Utilization.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements:

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. The proposal shall be submitted in both print and electronic media as follows: **One (1) printed original, three (3) printed copies, and one (1) electronic media copy in generally used formats on CD, DVD, or USB Flash Drive media** with delivery to Virginia Polytechnic Institute and State University (Virginia Tech) at the following address:

Virginia Tech
Attn: Nancy Sterling
Information Technology Acquisitions (0214)
1700 Pratt Dr.
Blacksburg, VA 24061

Phone 540-231-9517

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

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Virginia Tech may reject proposals, which are substantially incomplete or lack key information, at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements, such as any license agreement, of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound simply 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, either in person or via phone and Internet, such as GoToMeeting. 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.

4. Questions and Answers:

Questions should be emailed to Nancy Sterling at nancy.sterling@vt.edu. **Questions will be accepted through Tuesday, November 10, 2009.** These questions and subsequent answers will be posted as addenda on the ITA department Website, www.ita.vt.edu (see section IX below).

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

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

2. The return of the completed Virginia Tech Security Questionnaire for Technology-based Procurements
3. Response to the requirements detailed in Section VI - Statement of Needs
4. Small, Women-owned and Minority-owned Business (SWaM) Utilization:
If your business cannot be classified as Small, Women-owned, or Minority-owned, describe your plan for utilizing SWaM businesses if awarded a contract. Describe your ability to provide statistical reporting on actual SWaM subcontracting when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award, and the final DMBE certification decision and certification number provided.

VIII. SELECTION CRITERIA AND AWARD:

- A. Selection Criteria: Proposals will be evaluated by Virginia Tech using the following (points to be posted prior to submission deadline):

<u>Criteria</u>	<u>Maximum Point Value</u>
911 Controller Integration and Solution Specifications	35
Implementation, Account Management, and Customer Support	9
Administrative Features	9
Price	25
Relevant Experience, Qualifications, and References	7
Reporting Features	5
SWaM Utilization	10
	100% Total

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

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

IX. ONLINE ACCESS TO SOLICITATION DOCUMENTS AND ADDENDUM

Solicitation documents are available on the Virginia Tech, Information Technology Acquisitions (ITA) department Website and on eVA (see below). Be sure to review the ITA department Website for this solicitation frequently for potential updates.

Addenda are available on the ITA Website.

To view this RFP and any addenda on the ITA department Website, go to <http://www2.ita.vt.edu/purchasing/index.html>. Under Solicitations, click on the RFP of interest.

To view documents on the eVA Website, go to <http://www.eva.state.va.us/> . On the first screen in the middle box, click on the underlined sub-heading “Solicitation & Awards”. Then enter the RFP number in the ‘Keyword Search’ box and click ‘Go’ to view this solicitation.

Please contact Nancy Sterling if you have any questions, nancy.sterling@vt.edu, 540-231-9517.

X. CONTRACT ADMINISTRATION:

- A. Nancy Sterling, Senior IT Contract Officer, at Virginia Tech or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or 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 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.

All modifications to any resulting contract must be in writing and signed by the Director of IT Acquisitions.

XI. INVOICES

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:
Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061

XII. TERMS AND CONDITIONS

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

XIII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Virginia Tech Security Questionnaire for Technology-based Procurements
Attachment C - Standard Contract Form

ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_RFP_050608.pdf

Special Terms and Conditions

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
3. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
A separate contract will be executed by each agency, institution or public body wishing to use any contract resulting from this solicitation.
5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
6. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00
 - E. Professional Liability to include errors and omissions- \$500,000.00/occurrence.The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
7. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon

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

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

If to Contractor:

Address Shown On Proposal Cover Page
Attention: Name of Person Signing Proposal

If to Virginia Tech:

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

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

ATTACHMENT B

Virginia Tech Security Questionnaire For Technology-based Procurements

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

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

1. Does your product(s), system(s) and or service(s) protect against the SANS Top 20 security vulnerabilities <http://www.sans.org/top20?>

2. Does your product(s), system(s) and or service(s) protect against the OWASP http://www.owasp.org/index.php/OWASP_Top_Ten_Project?

3. What specific encryption algorithms are employed for your product(s), system(s) and/or service(s)?

4. Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc) encrypted in transit and at rest? If not, please explain? (NOTE: Please see the Sensitive Information page at <http://www.security.vt.edu/sensitiveinfo.html> for specifics).

5. Is login information such as user name and password encrypted during transmission from the client to the server? NOTE: Base-64 encoding is not acceptable.

6. Are operating systems (e.g. Windows or Linux), programming and scripting languages (e.g. Java or PHP), web servers (e.g. Apache or IIS), database servers (e.g.. Oracle or MySQL), application servers, etc. always promptly patched and current with security updates? If not, please explain.

7. Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.)? If not, please explain.

8. Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?

9. Describe how your product(s), system(s) and/or service(s) authenticates and authorizes users?

10. Does your product(s) and/or system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?

11. Does your company alert customers to vulnerabilities and security issues in a timely fashion? If so, please describe your process.

For hosted services, in addition to questions above

1. Are intrusion detection technologies and firewalls utilized on the hosted system(s)?

2. Describe how your facility is physically secured?

3. Does your network or facility undergo vulnerability scanning and penetration testing?

4. Do your employees hold Information Technology Security certifications and/or secure coding certifications? If so, please describe them.

ATTACHMENT C

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

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: _____

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

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

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor:	Virginia Tech
By: _____	By: _____
Title: _____	Title: _____