



# VCU Procurement Services

## CONTRACT RENEWAL

**DATE:** 10/31/2022  
**CONTRACT TITLE:** Terminal Four, Inc. Subscription Agreement for Funnelback Search  
**CONTRACT NO:** C0000573  
**LEGACY CONTRACT NO:** 7991023AA  
**NEW START DATE:** 10/01/2022  
**NEW END DATE:** 09/30/2023  
**RENEWAL NUMBER:** 2 of 2  
**CONTRACTOR:** TerminalFour, Inc.

**PRICING:** X

Select one of the options below.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.

### PAYMENT METHOD:

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- Virtual Card (Net 20) [Preferred Method]
- ACH - Paymode-X Premium (Net 20)
- ACH - Paymode-X Basic (Net 30) **and** Early Payment Discount (EPD)
- Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.
- Other \_\_\_\_\_

**ACTION REQUIRED:** For more information about costs and **to sign up**, please visit [Vendor Invoicing and Payment](#).

### EARLY PAYMENT DISCOUNT (EPD):

Please check one of the below. If you selected Paymode Basic above, select one of the options below. If you select "Other" below, please add a comment (e.g., 4.0% Net 15 / Net 30, enrolled in Virtual Card Program, etc.)

- 2.0% Net 15 / Net 30
- 1.5% Net 20 / Net 30
- 0.5% Net 25 / Net 30
- Other: \_\_\_\_\_

**CERTIFICATE OF INSURANCE:**

- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of Contract #7991023AA shall remain unchanged and in full force and effect.

**RESPONSE:**

TerminalFour, Inc. - 50 Milk St., Boston, Mass. 02109  
Name of Firm

*J. H. [Signature]*  
Signature

Tracie E. Edwards  
Name Printed

Executive Account Manager  
Title

11.3.2022  
Date



# VCU Procurement Services

October 4, 2021

Terminal Four, Inc.  
Piero Tintori  
50 Milk St Fl 16  
Boston, Massachusetts 02109-5002

RE: Contract #: 7991023AA  
Renewal No.: 1 of 2

To Whom It May Concern:

Terminal Four, Inc.'s contract with Virginia Commonwealth University (VCU) for Funnelback Annual Support expires on 9/30/2021. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #7991023AA.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

**OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 10/1/2021 through 9/30/2022.

Pricing remains the same as the previous contract period

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document ASAP. Your response may be emailed to me at [lofgreenj@vcu.edu](mailto:lofgreenj@vcu.edu)

Sincerely,

*Jason Lofgreen*  
Jason Lofgreen, CUPO  
Senior Buyer

Contract #: 7991023AA

**RESPONSE:**

Terminal Four, Inc.  
Name of Firm

Signature

Justine Matthews  
Name Printed

Administrator  
Title

October 01, 2021  
Date



Contract #: 7991023AA



# VCU

# Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 7991023AA**

This Contract entered into by Terminal Four, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF PERFORMANCE:** From the execution of the contract by both parties through September 30, 2021 with up to two (2) successive one (1) year renewal options.

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiated Modifications, Clarifications, and Additions to the Contract dated September 14, 2018; and
- (3) The Request for Proposals # 7991023AA dated April 20, 2018 including Addendum 1 dated April 30, 2018, Addendum 2 dated May 7, 2018, Addendum 3 dated May 8, 2018; and
- (4) Terminal Four Inc. Subscription Agreement for Funnelback Search
- (5) The Contractor's Proposal dated May 15, 2018.

All of which documents are incorporated herein by reference.

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

**CONTRACTOR:**

TerminalFour, Inc.

By: \_\_\_\_\_

Name Printed: Piero Tintori

Title: Founder & CEO

Date: September 27th 2018

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: \_\_\_\_\_

Name Printed: Carol Kain Gray

Title: Sr VP & CFO

Date: 10-1-18



**VCU**

Procurement Services

## NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT

**Date: September 14, 2018**

**RFP # 7991023AA Search/ Insights Engine Tool**

### **Purchasing Agency and Contractor agree as follows:**

Contractor's proposed pricing shall be modified to read as follows:

Contractor shall offer up to 750,000 documents/ per year, for three (3) years at the following prices:

Year one- \$50,000

Year two- \$57,000

Year three- \$57,000

Section XXII, O. Additional Users Clause shall be changed to read as follows:

- O. It is the intent of this solicitation and resulting contract to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract may be extended to the entities indicated above to purchase in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes.

Pricing is relevant to the particular organization, and may be negotiated with respect to factors such as, but not limited to, license size required, implementation, training, term of license, and term of service with the Contractor.

Purchasing Agency and Contractor agree that TerminalFour accepts the terms & conditions supplied by VCU without exception, and that they supersede any conflicting terms of the subscription agreement.



VCU

Procurement Services

Purchasing Agency and Contractor have agreed on supplemental commercial aspects that apply to this purchase in the Contractor's subscription agreement.



# VCU

VIRGINIA COMMONWEALTH UNIVERSITY



## G. Price Proposal

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### Pricing Summary

Annual License, Support, Upgrades and Application Hosting	Annual Cost
750,000 page / document License Level Recurring fee includes cloud hosting, software, support & upgrades.	Year 1 - \$50,000 Annual Recurring Year 2+: \$57,000
Professional Services & Training Options	
Training (once off) – 2.5 Days – See section 10B above for further detail.	\$8,500
Implementation (optional, once off) – 11.5 Days	\$16,718.25



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## TERMINALFOUR INC. SUBSCRIPTION AGREEMENT FOR FUNNELBACK SEARCH

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**THIS AGREEMENT** is made the date on which the last authorized signature is affixed to the Agreement **BETWEEN**

**1. Virginia Commonwealth University, an Agency of the Commonwealth of Virginia** located at 701 West Broad Street, Richmond, VA 23284 (VCU)

-and-

**2. TERMINALFOUR INC.** a Delaware corporation located at 50 Milk Street, 16<sup>th</sup> Floor, Boston, Massachusetts 02109. ("TERMINALFOUR")

WHEREAS, VCU issued RFP #7991023AA (the RFP) on April 20, 2018; and

WHEREAS, TERMINALFOUR submitted a proposal in response to the RFP; and

WHEREAS, TERMINALFOUR agreed to accept the terms and conditions supplied by VCU without exception if awarded the RFP; and

WHEREAS, TERMINALFOUR proposed additional terms and conditions to address certain commercial terms that were not contained in VCU's terms and conditions; and

WHEREAS, VCU has awarded the RFP to TERMINALFOUR; and

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WHEREAS, VCU wishes to accept certain additional terms and conditions as provided herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration the parties hereto have agreed as follows:-

TERMINALFOUR will provide and VCU will accept a non-transferable, non-exclusive license to use and access the Software and Services and access the TERMINALFOUR Cloud for the Software, users, Hosting Environments and any other terms described in the applicable Schedule, during the Term to develop, test and/or deploy VCU websites, public or private, in accordance with the Support Documentation (collectively, "Subscription Services"). Capitalized terms used in this Agreement are defined in Schedule 1.

### **1. TERMINALFOUR RESPONSIBILITIES**

TERMINALFOUR shall provide the services and levels of coverage set out below with respect to the Subscription Services described in Schedule 2.

#### **1.1 Subscription Services**

- Provide internet access to the Hosting Environment in the Territory set forth in Schedule 2.
- Virtual Server Backups – Changes Nightly and Full Back up Weekly. Unmetered backup of the Hosting Environment servers based on a 2 Week Retention, Daily Differential and Weekly Full backup strategy. TERMINALFOUR is responsible for maintaining a procedure for reconstruction of lost or altered files, data or programs.
- Install and Configure Environment servers.
- Provide 24/7 port monitoring and testing of response time, HTML return code approximately every 5 minutes by TERMINALFOUR, and availability reporting and notifications
- Administer operating system and application by TERMINALFOUR, at the application level may be delegated to VCU for specific tasks or for a specific period if required.

- Inform VCU if bandwidth usage is within 10% of the monthly bandwidth allowance ("Bandwidth Allocation"). Additional charges will apply if the VCU's bandwidth usage exceeds the set Bandwidth Allocation.
- Monitor servers (using automated port monitoring software) and investigate issues on a 24/7 basis. Issues will be investigated in accordance with the procedure specified in Schedule 3.
- Allow VCU to log support issues with TERMINALFOUR during Normal Office Hours, as defined in Schedule 2. Updates on these support issues will be logged based on the standard support procedures specified in Schedule 3.

### **Hosting Environment Uptime**

TERMINALFOUR will use commercially reasonable endeavors to make the Hosting Environment available 24 hours a day, seven days a week, except for: (a) planned maintenance whereby VCU will be notified twenty four hours (24) in advance; (b) unscheduled maintenance performed outside Normal Office Hours, provided that TERMINALFOUR has used reasonable endeavors to give VCU at least two (2) Normal Office Hours' notice in advance; (c) VCU-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorized third parties sub-contracted by TERMINALFOUR to perform the Subscription Services), or (d) outages or disruptions attributable in whole or in part to force majeure events within the meaning of the RFP, Section XXII General Terms and Conditions, Para. BB. TERMINALFOUR reserves the right to perform emergency maintenance without prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

TERMINALFOUR is committed to achieving at least the uptime service availability level detailed under the heading "Target Uptime" for each component listed Schedule 2. This availability refers to an access point on TERMINALFOUR hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network; VCU is responsible for its own internet access. Availability does not include scheduled or emergency maintenance events, Customer-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorized third parties sub-contracted by TERMINALFOUR to perform the Subscription Services), or outages or disruptions attributable in whole or in part to force majeure events within the meaning of the RFP, Section XXII General Terms and Conditions, Para. BB.

### **1.2 Telephone, Email and Self-Service Support**

- Telephone, self-service and email help service offering technical assistance relating to the use of the Software, to members of VCU's support group, specifically including technical support to ensure correct configuration and operational practice of the Software during Normal Office Hours.
- Monitoring of the Hosting Environment on a 24/7/365 basis to detect and resolve operations issues.

To ensure calls, emails and tickets logged through TERMINALFOUR's self-service facility are dealt with efficiently, TERMINALFOUR and VCU shall follow the procedures defined in Schedule 3 hereto.

### **1.3 Problem Investigation and Resolution**

- All problems will be reported to TERMINALFOUR and logged for tracking purposes. TERMINALFOUR will investigate reported problems to verify if a problem exists and investigate the cause to enable a suitable resolution to be developed. If a permanent correction is not readily available TERMINALFOUR will provide a temporary solution for the problem as soon as reasonably practicable and if possible. TERMINALFOUR will classify reported problems, in accordance with the procedures defined in Schedule 3 hereto.
- Technical support for the purpose of configuration modifications to correct operational difficulties,
- Technical support for the purpose of investigation of problems with the Software and/or Hosting Environment.
- Technical support for the purpose of correcting problems with the Software and/or Hosting Environment by configuration modification, temporary software modification or upload of new software updates.

#### **1.4 Software Revision Updates**

- TERMINALFOUR may make updates, modifications and enhancements to the Subscription Services at any time. Incremental updates and enhancements to the Subscription Services made by TERMINALFOUR for the general use of TERMINALFOUR's clients will be provided at no charge to VCU. TERMINAL FOUR in its sole discretion may designate certain major functional updates or enhancements as new products that will be made available to VCU at an additional charge. If VCU elects not to purchase such new products, the existing Subscription Services will remain available with the material functions and features existing prior to the release of the new product. VCU is under no obligation to purchase such new products.
- Other written materials routinely prepared by TERMINALFOUR will be made available on the community extranet as soon as reasonably practicable after they become available.
- TERMINALFOUR is responsible for installation and configuration of all software updates.

#### **1.5 Optional On-Site Support and Consultancy**

On-site support is available at the prevailing daily rates of TERMINALFOUR.

#### **1.6 Compliance with Laws**

To the extent that University provides to Company any identifiable student information, including student name, address, phone number and email address, the University hereby designates the Company as a "school official" with a "legitimate educational interest" (as defined under the federal Family Rights and Privacy Act) in using such student information. Furthermore, the Company agrees to use such information only for the purpose of fulfilling its obligations under this Agreement and further agrees not to disclose any such student information to any individual other than the student except as required by law or authorized in writing by the University or the individual student. The Company acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and FERPA.

### **2. VCU RESPONSIBILITIES**

#### **2.1 Technical Procedures**

VCU will follow the technical procedures set out in Schedule 3 hereto when using any of the Subscription Services.

#### **2.2 Primary Contact**

VCU will appoint a person as the Primary Contact between TERMINALFOUR and VCU and defined as "Primary Contact" in Schedule 2. The Primary Contact will be the contact for all notices issued by TERMINALFOUR in relation to the operation of this Agreement.

#### **2.3 Security; Use of Subscription Services**

2.3.1 VCU is responsible for safeguarding its proprietary, confidential and classified information when publishing content through the Subscription Services. VCU will use reasonable efforts to prevent unauthorized access to or use of the Subscription Services, and notify ~~TERMINALFOUR promptly of any such unauthorized access or use. VCU will protect its~~ security credentials. To the extent permitted by law, actions taken using VCU's security credentials will be deemed to be actions taken by VCU and will be the responsibility of VCU. VCU will use the Subscription Services only in accordance with its documentation and applicable laws and government regulations.

2.3.2 VCU will not sell, resell, rent, outsource, timeshare or otherwise lease the Subscription Services.

#### **2.4 Stress and Penetration Testing**

VCU is prohibited from conducting stress-testing or a security audit on the infrastructure without the prior written consent of TERMINALFOUR, which consent will not be unreasonably withheld.

#### **2.5 Acceptable Use Policy**

2.5.1.- VCU must cooperate with TERMINALFOUR's reasonable investigation of Service outages, security problems, and/or any suspected breach of this Agreement. VCU is responsible for keeping account permissions, and all other account information up to date. Without limiting the

generality of the foregoing, VCU must encrypt any PII transmitted to or from, or stored on the TERMINALFOUR servers or storage devices VCU uses. As used herein "Personally Identifiable Information" or "PII" means: (i) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number or other government issued number, financial account number, date of birth, address, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, §6809(4), and (iii) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR 160.103.

2.5.2. Acceptable Use. VCU agrees:

2.5.2.1 not to remove or modify any copyright notices, trade mark credits, confidentiality notice, mark, legend or other information included in the Subscription Services;

2.5.2.2 not to sub-license, rent or lease the Subscription Services or to timeshare the Subscription Services or act as a service bureau or provide subscription services in connection with the Subscription Services;

2.5.2.3 not to provide training services in connection with the Subscription Services to any third party without the express written permission of TERMINALFOUR;

2.5.2.4 not to assign, transfer, mortgage, or change, part with possession, or in any way disengage with any of its rights, duties or obligations under this Agreement or the Subscription Services;

2.5.2.5 except as expressly permitted by applicable law, not to reverse engineer, decompile or disassemble the whole or any part of the Subscription Services;

2.5.2.6 intentionally omitted

2.5.2.7 not to combine or incorporate or link the Subscription Services with or into the information technology system(s) of VCU

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2.5.2.7.1 so that the Subscription Services are indistinguishable from any such information technology system(s) or

2.5.2.7.2 in such a way that

(i) it is or will be combined or incorporated with or linked to "open source" code (as defined by the Open Source Initiative) or "Free" code (as defined by the Free Software Foundation), or any similar definitions provided by any successor organizations (collectively, "Open Source Code") so that such incorporation, combination or link, grants, or purports to grant, to any third party any rights to or immunities against claims under TERMINALFOUR's intellectual property and proprietary rights; or

(ii) it has the effect of requiring that the Subscription Services, or any portion thereof:

(iii) is disclosed or distributed in source code form,

(iv) is licensed for the purpose of making derivative works,

(v) is redistributable at no charge, or

(vi) is licensed under any open source or free software license or licensing scheme;

2.5.2.8 to secure and protect the proprietary rights of TERMINALFOUR in the Subscription Services and all copies thereof (in whatever form), and to take appropriate action to secure and protect same by instruction to, or agreement with its employees, agents and sub-contractors who are permitted access to the Subscription Services pursuant to Clause 2.5.3 below;

2.5.2.9 to use commercially reasonable measures so that no copies of the Subscription Services in any form will be given to any third party without the express written permission of TERMINALFOUR;

2.5.2.10 not to export the Subscription Services in any form outside the Territory; and

2.5.2.11 not to index greater than 750,000 Documents/Webpages using the Subscription Services, without prior written consent.

2.5.3 Subject to Clauses 2.5.2.7 and 2.5.2.8 above, VCU may grant access to the Subscription Services to such of its employees only as may be necessary solely to use the Subscription Services on behalf of VCU; provided that such employees, agents and subcontractors are bound by obligations of confidentiality with respect to TERMINALFOUR's Confidential Information at least as stringent as the terms set forth in this Agreement; and provided further that VCU shall be fully liable for all acts and omissions of its employees. in connection with this Agreement.

### **3. TERM AND TERMINATION**

#### **3.1 Initial Term and Renewal**

Unless terminated by either party in accordance with this Clause 3, this Agreement shall commence on the date Subscription Services commence ("Installation Date") and shall continue in full force and effect for an initial period of thirty-six (36) months and may renew for two (2) one year renewals, to be agreed upon in a mutual signed agreement.

#### **3.2 Termination**

3.2.1 This Agreement may be terminated immediately by TERMINALFOUR if VCU at any time:

3.2.1.1 fails to pay any sum due to TERMINALFOUR after written notice of past due status has been provided;

3.2.1.2 assigns or purports to assign the whole and any part of this Agreement otherwise than in accordance with Clause 8.1 hereof;

3.2.1.3 is in material breach of the terms of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such material breach from TERMINALFOUR.

3.2.2 This Agreement may be terminated immediately by VCU if TERMINALFOUR at any time is in material breach of the terms of this Agreement and fails to remedy such breach, if capable of remedy, within 30 days of having received written notice of such material breach from VCU.

#### **3.3 Accrued Rights**

Any termination of this Agreement (however occasioned) shall not affect any accrued liabilities of either party or the continuance in force of any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

#### **3.4 Consequences of Termination**

Upon termination of this Agreement VCU shall immediately cease to be entitled to receive the Subscription Services and all amounts under this Agreement for services/goods actually received shall become immediately due and payable. VCU shall deliver to TERMINALFOUR all software, documentation and other property supplied to VCU in connection with the Subscription Services. Upon termination of this Agreement, TERMINALFOUR shall comply with Section XXIV, Special Terms and Conditions Information Technology, Paragraph I(1.)

### **4. CHARGES AND PAYMENT**

#### **4.1 Payment Terms**

Payment terms are set forth in Schedule 2.

## **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 TERMINALFOUR claims no ownership rights with respect to the data and material VCU uploads to the Software ("VCU Data").

5.2 TERMINALFOUR owns all right, title and interest in and to the Subscription Services and all Intellectual Property Rights therein, including, without limitation, all modifications, improvements, upgrades, derivative works and feedback related thereto, and all intellectual property rights therein. VCU acknowledges that the rights granted under this Agreement do not provide VCU with title to or ownership to the Subscription Services, but only a right to use the Subscription Services subject to the terms and conditions of this Agreement. All rights not expressly granted to VCU hereunder are reserved by TERMINALFOUR.

5.3 In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, VCU acknowledges that the same shall be the property of TERMINALFOUR unless otherwise agreed in writing by TERMINALFOUR. Without limiting the foregoing sentence, TERMINALFOUR will own and be free to incorporate any suggested repairs, fixes, changes or modifications to the Subscription Services into its products and services.

## **6. WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY**

6.1 Each party represents and warrants that entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; each party will comply with all applicable laws in connection with its performance under this Agreement; and the executing persons have the authority to bind their respective parties.

6.2 To the extent permitted by law, TERMINALFOUR shall not be liable to VCU for any loss of profits, production, anticipated savings, data, goodwill or business opportunities or any type of indirect or consequential loss even if that loss was reasonably foreseeable or TERMINALFOUR was aware of the possibility of that loss or damage arising. TERMINALFOUR specifically disclaims any responsibility for the completeness, accuracy and or quality of the results VCU obtains from the subscription services. TERMINALFOUR makes no warranty whatsoever, express or implied, with regard to any third party software or database. Without limiting the generality of the foregoing, TERMINALFOUR does not warrant that the subscription services will be free from bugs, defects or errors, or that the subscription services will be accessible without interruption.

6.4 The aggregate liability of TERMINALFOUR for all claims made by or through VCU pursuant to this Agreement shall in no event exceed the amount equal to payments received by TERMINALFOUR for the Subscription Services that are the subject of the claim.

## **7. CONFIDENTIALITY**

7.1 Recipient agrees that any Confidential Information it receives from the Disclosing Party is the exclusive proprietary property of the Disclosing Party or its licensors and may include trade secrets and other highly confidential information. The Recipient shall: (a) keep and hold as confidential, and not use for any purpose other than as expressly permitted herein, any and all Confidential Information of the Disclosing party; (b) not disclose or publish any such Confidential Information to third parties; (c) restrict access to such Confidential Information to those of its officers, directors, agents and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and (d) to follow the other party's reasonable on-site security procedures. Without limiting the foregoing, the Recipient shall treat the Disclosing Party's Confidential Information in the same manner and with the same security precautions as the Recipient maintains its own confidential information, but in any event not less than a reasonable degree of care, and such security precautions shall be taken to protect from disclosure and keep confidential the Confidential Information as may be necessary, including without limitation to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure and not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-à-vis the Disclosing Party in any commercial activity which may be comparable to the proposed commercial activity or activities of the Disclosing Party.

7.2 The restrictions herein provided shall not apply with respect to Confidential Information which:-

7.2.1 is known by the Recipient at the time of receipt through lawful means and which the Recipient can demonstrate by documentary evidence; or

7.2.2 is or becomes a part of the public domain without breach of this Agreement by the Recipient; or

7.2.3 is legitimately obtained by the Recipient without a commitment of confidentiality from a third party possessing the information without obligation of confidentiality, and which the Recipient can demonstrate by documentary evidence; or

7.2.4 is required to be disclosed pursuant to judicial action or government regulations, provided the Recipient notifies the Disclosing Party prior to such disclosure and co-operates with the Disclosing Party in the event that the Disclosing Party elects to legally contest and avoid such disclosure; or

7.2.5 Nothing herein shall prevent VCU from complying with the requirements of the Virginia Freedom of Information Act.

## 8. MISCELLANEOUS

8.1 *Waiver:* Failure or neglect by either Party to enforce at any time any of the provisions herein shall not be construed as nor shall be deemed to be a waiver of the Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Party's right to take subsequent action.

8.2 *Severability:* In the event that any of the terms, conditions or provisions of this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

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8.3 *No Partnership:* Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever.

8.4 *Electronic Signatures:* The parties agree that writing in electronic form shall be deemed to be "writing" for the purposes of all applicable legislation where "writing" is required and electronic signatures shall be deemed to be "signatures" for the purposes of all applicable legislation where a "signature" is required.

8.5 *Notices:* Any notice or other communication required or permitted to be given or made hereunder shall be addressed or sent to the addresses of the parties set out herein and marked for the attention of ~~Piero Tintori in the case of TERMINALFOUR and the Primary Contact in the case of VCU~~ or to such other postal address or email address as any such party hereto may from time to time notify to the other party hereto in writing. Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if dispatched by pre-paid post addressed as aforesaid or if sent by email to such email address as may be specified aforesaid.

SIGNED BY AND ON BEHALF OF  
Virginia Commonwealth University

by:

Carol Kain Gray

NAME:

Carol Kain Gray

ROLE:

Sr VP + CFO

TERMINALFOUR Inc.

by:

Piero Tintori

NAME:

Piero Tintori

ROLE:

Founder & CEO



## SCHEDULE 1 – DEFINITIONS

### 1. DEFINITIONS

<b>“Confidential Information”</b>	means any of the following whether (a) disclosed by or on behalf of a party (“Disclosing Party”) whether before or after the date hereof to the other party “Recipient” orally or in writing or (b) learned by the Recipient through observation or examination of any documents, books, records, data or products of the Disclosing Party or in carrying out its functions hereunder:- (i) any information in which the Disclosing Party claims a proprietary and/or confidential interest; (ii) all confidential matters of the Disclosing Party (whether marked as confidential or not) including, without limitation, software (including the Software), technical information, Know-how, trade secrets, technical data, analyses, compilations, concepts, technical processes, databases, formulae, specifications, inventions, research projects, VCU lists, operational methods, financial information, marketing information and other business affairs of the Disclosing Party; (iii) any information of a confidential nature concerning the Disclosing Party’s suppliers or employees; and (iv) any information the Disclosing Party has received from others, which the Disclosing Party is obliged to treat as proprietary and/or confidential.
<b>“Effective Date”</b>	means the date on which the last authorized signature is affixed to the Agreement.
<b>“Hosting Environment”</b>	see Schedule 2
<b>“Installation Date”</b>	means the date on which the Software has been installed on the Server and is available for use by the VCU.
<b>“Intellectual Property Rights”</b>	means all intellectual property rights, including without limitation all patents, trademarks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks and service marks, including goodwill in relation to the foregoing, Know-how, copyright, database rights, rights in designs (whether registerable or not), inventions, rights under licenses and consents in relation to any such rights and rights of the same or similar effect or nature in any part of the world.
<b>“Internet”</b>	means the worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.
<b>“Know-how”</b>	means the processes, techniques and methods of working all of a secret, confidential or proprietary nature which have been or are being developed by TERMINALFOUR and including all scientific, engineering, information, expertise and manufacturing design and software specifications designs or codes (whether object code or source code) in or to the Software.
<b>“Server”</b>	means a computer server upon which the Software is installed.
<b>“Site”</b>	means a location accessible on the Internet through the World

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Wide Web which is published using the Software and which provides multimedia content via a graphical user interface and/or a privately maintained computer network and which may be accessed only by VCU or persons authorized by the VCU.

**“Software”**

means the proprietary software of TERMINALFOUR titled as “TERMINALFOUR Web Content Management & Digital Engagement Platform”

**“Support Documentation”**

means user manuals for the Software that are provided to the VCU in electronic form at the time of delivery of the Software.

**“Term”**

means the term of this Agreement as set out in Clause 3;

**“Territory”**

means the United States of America;

**“World Wide Web”**

means the method of representing and obtaining graphical data and linking data items used by Internet users.

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## SCHEDULE 2 –SERVICES AND PAYMENT TERMS

### 1. DESCRIPTION OF SERVICES

**Software:** Funnelback Web Search

**Territory:** United States of America

**Normal Office Hours:** Defined as 9.00am to 5.30 pm (Eastern) Monday to Friday excluding federal public holidays.

### 2. VCU CONTACT DETAILS

#### **VCU Primary Contact**

Name: Jim Yucha, Director of Web Services, Deputy Director of Application **Services**

Telephone Number: 804-828-2234

Email Address: jyucha@vcu.edu

Name: Sam Yerkes, VCU Webmaster

Telephone Number: 804-827-0067

Email address: syerkes@vcu.edu

#### **VCU Secondary Contact**

Name: Richard Reisinger, CMS Administrator

Telephone Number: 804-828-3660

Email Address: reisinger@vcu.edu

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**3. PAYMENT TERMS**

3.1 Payment of the annual charge for the Subscription Services, shall be due and payable within 30 days of the Installation Date (the "Charge"), or receipt of a proper invoice, whichever is later.

3.2 Payment of the one-time initial set-up fee shall be due and payable net 30 days after receipt of a proper invoice, or completion of the initial set-up, whichever is later.

For the avoidance of doubt, the Charges shall include installation of the Software on the Server by TERMINALFOUR.

## SCHEDULE 3 – SUPPORT PROCEDURES

### 1. Telephone Support Procedure

All calls must adhere to the following procedure:-

- TERMINALFOUR must be contacted:
  - by telephone: 617 500 9171
  - by email at: [VCUsupport@terminalfour.com](mailto:VCUsupport@terminalfour.com)
  - via self-service: <https://support.terminalfour.com>
- VCU's Primary and Secondary Contact, or their designee, is authorized to log support issues with TERMINALFOUR
- TERMINALFOUR personnel will determine if the call falls within the terms of this Agreement and will either invoke the following procedure or hand the call off (e.g. administration departments/VCU Liaison) as appropriate.

### 2. Problem Investigation Procedure

While TERMINALFOUR monitors the normal operation of the Hosting Environment, when VCU suspects a problem has occurred, the following procedure must be adhered to:-

- VCU will gather as much information about the problem as possible. In particular, the following information should be available:-
  - A detailed description of the suspected problem.
  - Specific information of the operation, which caused the failure.
  - Particulars of the environment in which the Software operate.
  - If possible, VCU should determine the conditions under which the fault can be replicated.
- TERMINALFOUR will acknowledge reported problem with a response email to VCU support representative, which shall be the reference for further communication on the reported problem.
- TERMINALFOUR will initially classify reported problems in accordance with the following criteria:-
  - Priority 1 issues - system non-functional or essentially unusable.
  - Priority 2 issues - system partially usable or temporary work around available.
  - Priority 3 issues - minor problems with low impact on operations.
  - Priority 4 issues - insignificant problems such as documentation errors.
- TERMINALFOUR will initially attempt to qualify the suspected issue as an actual issue and will require VCU to perform checks and tests to further isolate the suspected issue.
- Where further VCU checks are inconclusive or are liable to affect live operation of the system, TERMINALFOUR will attempt to replicate and test the suspected issue internally.
- Following confirmation of a problem, TERMINALFOUR will continue to investigate the issue and may require VCU to perform tests in order to identify a fix or work around.
- If a fix or work around is not available within the following time frames following confirmation of the issue, TERMINALFOUR will escalate the reported issue to TERMINALFOUR's software development team, original manufacturer/software provider (if applicable) or data center provider for further intervention.

Priority	Ticket response target	Target resolution or Escalation
Priority 1 issues	2 working hours	4 working hours
Priority 2 issues	4 working hours	8 working hours
Priority 3 & 4 issues	8 working hours	48 working hours

- TERMINALFOUR will provide fixes or work around as soon as practicable and will provide regular updates on the progress of the problem resolution process at times agreed with VCU

or according to the following time scales:-

- o Priority 1 issues - 4 hourly.
- o Priority 2 issues - on a daily basis.
- o Priority 3 issues - on a weekly basis.

- o Priority 4 issues - when problem initially logged only.

### 3. Remote Access Procedure

If, as a result of a query or report of a suspected problem by VCU, TERMINALFOUR decides remote access is required, the following procedure will be utilized:-

- TERMINALFOUR will access the Software and Hosting Environment remotely.
- TERMINALFOUR will take all reasonable precautions to prevent remote access activities from causing interruptions in service on live systems.
- If an interruption in service is necessary to complete remote access activities, permission will be sought from VCU. At VCU's option, activities will be completed or deferred to a later time mutually agreed by TERMINALFOUR and VCU.

### 4. VCU Responsibilities

#### 4.1 Technical Procedures

VCU agrees to follow the technical procedures set out in Schedule 3 hereto when using any of the Subscription Services.

#### 4.2 Co-operation

VCU will make their best efforts to follow the instructions of TERMINALFOUR support personnel to investigate, test and verify any problems and will maintain courteous and proper behavior during any communications with TERMINALFOUR personnel.

#### 4.3 Change of Designated Location

TERMINALFOUR agrees to advise VCU of any change in the Designated Location(s) of the Software by giving not less than 30 days prior written notice to the VCU.

#### 4.4 Software Rights

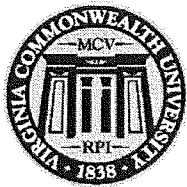
VCU acknowledges and agrees that the Software including, but not limited to, documentation, patches, fixes or by-passes, if any, provided by TERMINALFOUR or the original manufacturer for the Software remain the exclusive property of either TERMINALFOUR or the original manufacturer, as the case may be, and may be provided to others by TERMINALFOUR.

#### 4.5 Remote Access Facilities

VCU permits TERMINALFOUR to have IP access to the Software and clearly defined operational procedures for the purposes of providing the remote access service.

#### 4.6 Misuse of Software

This Agreement applies only to the operation of the Software under the conditions and in the environment for which they were designed and as determined by TERMINALFOUR. It does not include support requests arising from abuse, misuse or modification of the Software unless such modifications have received prior written approval.



# VCU Procurement Services

## Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)e  
#7991028AA**

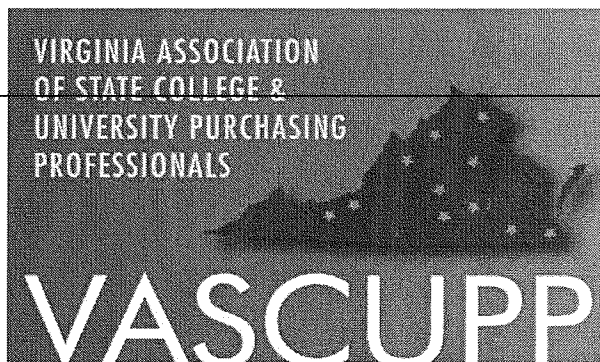
**Issue Date:** April 20, 2018  
**Title:** Search/Insights Engine Tool  
**Issuing and Using Agency:** Virginia Commonwealth University (VCU)  
**Direct Inquiries to:** Amy Anthes  
aranthes@vcu.edu

**Proposal Due Date (Firm):** May 18, 2018  
2:00 p.m.

**Proposal Delivery Addresses:** VCU  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, VA 23284

*Note: Do not send via US Mail.*

**Access to Solicitation:** This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



*A VASCUPP Member Institution*



[www.terminalfour.com](http://www.terminalfour.com)

16th Floor  
50 Milk Street  
Boston  
MA 02109

Tel: 617.500.9171  
[sales@terminalfour.com](mailto:sales@terminalfour.com)

# TERMINALFOUR Response to Virginia Commonwealth University

RFP #7991023AA Search/Insights Engine Tool



**VCU**  
VIRGINIA COMMONWEALTH UNIVERSITY

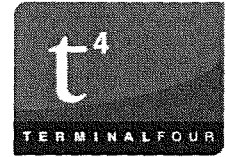
**funnelback**





# VCU

VIRGINIA COMMONWEALTH UNIVERSITY



## OFFER FORM

### VIRGINIA COMMONWEALTH UNIVERSITY

### REQUEST FOR PROPOSALS (RFP)

### Search/ Insights Engine Tool

**#7991023AA**

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

#### A. GENERAL INFORMATION:

<b>Name and address of Firm:</b> TERMINALFOUR INC, 50 Milk Street, Boston, MA, 02109
<b>Email:</b> Sales@terminalfour.com
<b>Telephone:</b> 617.500.9171
<b>Duns Number:</b> 989456769
<b>Date:</b> 15.05.2018
<b>Signature</b>
<b>Name Typed:</b> Tracie Edwards
<b>Title</b> Account Manager
<b>Fax:</b> 857.305.3164
<b>FEI/FIN no</b> 42-1768506

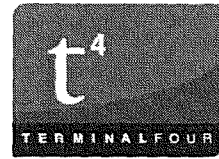
#### B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS:	( ) YES	( x ) NO	WOMEN-OWNED:	( ) YES	( x ) NO
REGISTERED WITH eVA:	( x ) YES	( ) NO	SMALL BUSINESS:	( ) YES	( x ) NO
VIRGINIA DSBSD CERTIFIED:	( ) YES	( x ) NO	VIRGINIA DSBSD CERTIFICATION#:		



# VCU

VIRGINIA COMMONWEALTH UNIVERSITY



**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<b>X</b>	Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <b><i>add an attachment sheet to this form with details.</i></b>	<b>See Paragraph X for more information</b>
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**D. Solicitation ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this **See Paragraph VIII for more information**

Addendum # 1

Addendum Date April 20th

Addendum # N/A

Addendum Date

Addendum #

Addendum Date

Addendum #

Addendum Date

**Affix this Form as the FIRST PAGE of your proposal.**



**VCU**

VIRGINIA COMMONWEALTH UNIVERSITY



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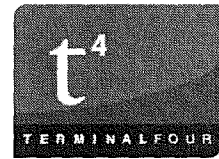
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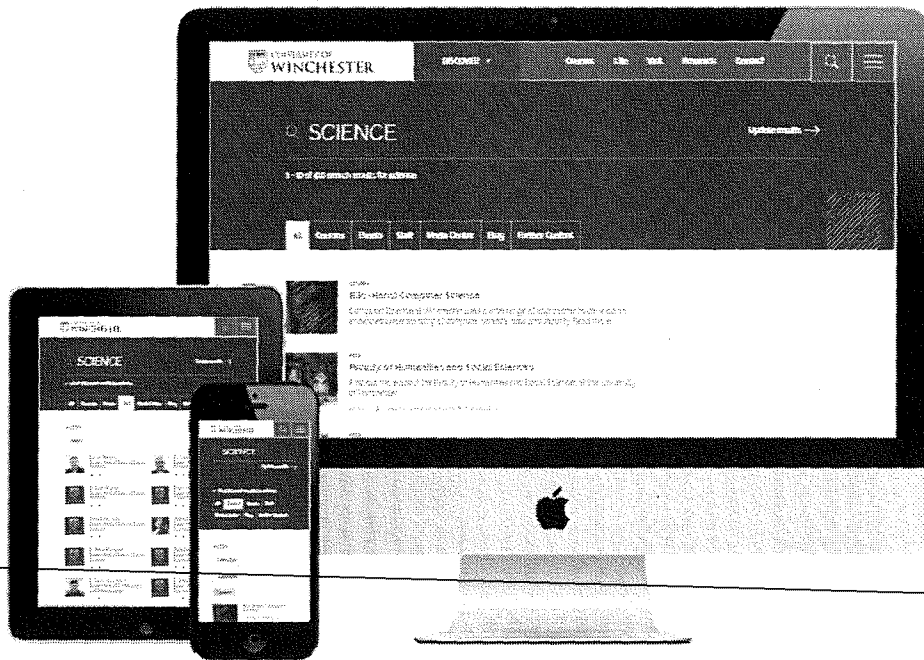
## Executive Summary

TERMINALFOUR and Funnelback are pleased to provide the following response to the Virginia Commonwealth University (VCU) Request for Proposal for a Search / Insight Engine Tool.

**VCU needs an intelligent web search / insight engine tool that will deliver your key website priorities, Funnelback is that system. TERMINALFOUR and Funnelback have a wealth of experience in working together as partners. TERMINALFOUR is the lead implementer and Support provider of Funnelback in the Higher Education Sector. This experience coupled with TERMINALFOUR's experience and strong relationship working with VCU makes us the ideal choice for your search /insight engine tool.**

### Why Choose Funnelback?

Funnelback's intelligent platform is the search engine of choice for over 100 higher education institutions worldwide. Funnelback originated as a university research project and higher education has been the primary focus for Funnelback since its inception in 2005.



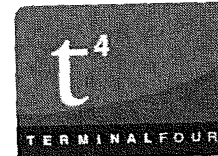
*A recent TERMINALFOUR implementation of Funnelback for the University of Winchester  
See it live: <https://www.winchester.ac.uk/>*

Funnelback and TERMINALFOUR have entered into a strategic partnership to help service the Higher Education market. In the Higher Education sector TERMINALFOUR will be responsible for leading the deployment of the search solution as well as ongoing support. Funnelback and TERMINALFOUR's partnership aligns two higher education-focused organizations, bringing together TERMINALFOUR's wealth of expertise delivering and supporting their web content management platform with Funnelback's comprehensive search platform.



# VCU

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The Funnelback search platform is made up of several complementary components, including an enterprise search engine, search analytics and content auditing tools. Our industry-leading Higher Education search product, outlined in the Proposed Solution, allows us to rapidly deploy rich search functionality, localized and personalized to the user, and to immediately increase the effectiveness of onsite search.

Gartner has positioned Funnelback as a Visionary in its recent Insight Engines Magic Quadrant. This recognizes years of research and development that has gone into producing our comprehensive insights, auditing and search platform.

Our extensive expertise in search and higher education and our partnership with Funnelback make us perfectly suited to meet and exceed VCU's immediate requirements and future business goals. As part of our proposal we can provide the software only or help you with its implementation (and get the most out of the integration with TERMINALFOUR).

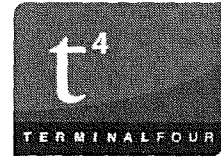
If you require further information or clarification on any part of our proposal, please do not hesitate to contact me. We would be delighted to show you our solution in action and clearly show how we're very different from others in the marketplace.

Piero Tintori  
Founder & CEO



# VCU

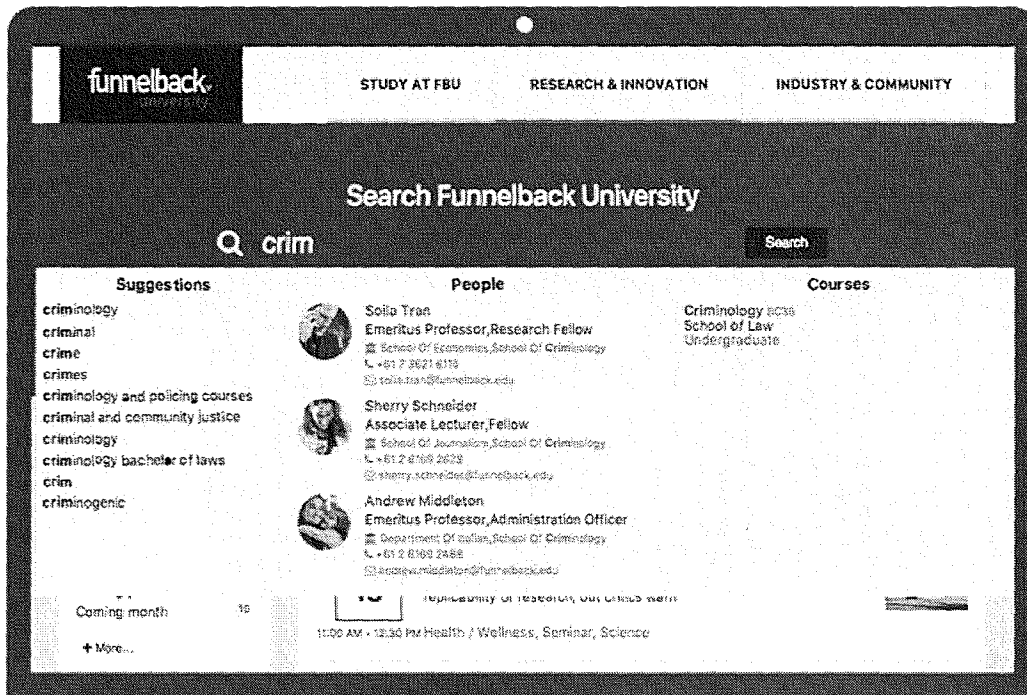
VIRGINIA COMMONWEALTH UNIVERSITY



## Funnelback's Higher Education Experience

Funnelback is the leading non Google search platform in Higher Education used by over 100 Universities and Colleges Worldwide. Universities and colleges face unique digital challenges. Across the institution, competing factors all vie for attention.

Internal silos. Independent departmental goals. Overwhelming multi-channel content. Audiences including international students, prospective and current students, parents, faculty, and alumni.



Funnelback for Higher Education neutralizes competing priorities by portioning the precious real estate on your search page without compromising functionality. Each result set is tailored, focusing on the courses, staff directories, or events most relevant to the user.

Choose the solution that offers best-in-class search, pre-built for the needs of higher education and flexible enough for enterprise.



# VCU

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## B. Introduction

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Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

Since our establishment in 1997, TERMINALFOUR has become a leading supplier of a Web Content Management System, Enterprise Search and Digital Engagement Platforms to the higher education sector. We have helped more than 200+ university clients (powering well over 15,000 university websites) unify their entire online presence and create an easy to use and flexible platform for all key university stakeholders. We power more Higher Education websites than all our commercial competitors combined.

TERMINALFOUR is the key implementation partner of Funnelback in the Higher Education sector providing installation, setup, configuration, implementation and support services. As VCU is also a TERMINALFOUR Web Content Management System client we can help you get the most out of both solutions.

### Key facts

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**Team size:** 72 full time

**Primary business experience:**

Supplier of a Web Content Management System, Enterprise Search and Digital Engagement Platforms to the higher education sector

**Length of time in business:** Since 1997

**Ownership:** The majority beneficial owner is Piero Tintori

**Office locations:** Boston, San Diego, Dublin (Ireland), London (UK) & Sydney (Australia).

**Specific location of the principal office from where VCU work will be performed:**

16th Floor, 50 Milk Street, Boston, MA 02109

### Our Higher Education Vision & Mission

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To help universities and colleges boost their online performance. Higher Education institutions are in the midst of moving from traditional marketing methods to more powerful digital marketing techniques. Our vision is simple. We want to continue to enable universities and colleges to create targeted and incredibly effective digital marketing campaigns and clever engagement strategies to attract and retain the best and brightest students.

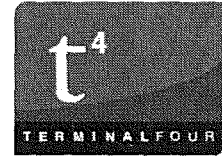
TERMINALFOUR lives education digital marketing & engagement. We empower our clients, to engage through digital channels, to drive student recruitment, student retention, alumni fund raising and promoting research, helping them meet and surpass their targets.

Our innovative digital marketing platform empowers our progressive educational clients to efficiently recruit, retain, compete, grow and engage.

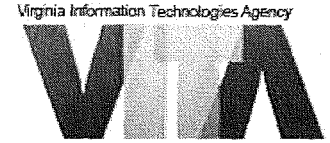


# VCU

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## TERMINALFOUR Higher Education Clients



## A selection of Funnelback Higher Education Clients

Queensland University of Technology (QUT)

**Loyola Marymount University**

British Columbia Institute of Technology

University of New South Wales (UNSW)

Edith Cowan University (ECU)

National Park College

William Angliss Institute

Skyline College

The Gordon

Foothill-De Anza Community College District

University of South Australia (UniSA)

Canberra Institute of Technology (CIT)

London School of Economics

Cranfield University

Sheffield Hallam University (SHU)

**Glasgow Caledonian University**

Creighton University

**Keele University**

University of Essex

**University of Exeter**

**University of Glasgow**

University of Greenwich

University of Leeds

**University of Oxford**

**University of Portsmouth**

**University of St Mark & St John (Marjon)**

**University of the Arts London (UAL)**

University of Wolverhampton

**University of York**

**York St John University**

Truman State University

University of Edinburgh (UED)

Michigan State University - Advancement

Tarleton State University

University of Sydney (USYD)

**Bath Spa University**

**London Metropolitan University**

**Loughborough University**

**Queen Mary University of London**

University College London (UCL)

**University of Abertay**

University of Bath

University of Cambridge

**University of Cumbria**

**University of Dundee**

Tarrant County Community College District

University of Canberra (UC)

**Swinburne University**

Research School of Biology

Murdoch University

Washington University in St. Louis

Queensland Tertiary Admissions Centre

Curtin University

Those in **bold** are TERMINALFOUR & Funnelback implementations





# VCU

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## TERMINALFOUR Key Milestones

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TERMINALFOUR is a privately held company with 72 employees globally and are privately held.

### Milestones

- 1997 Founded as a services company offering web consultation to a number of different Government organizations and Universities
- 2001 Became a product company when we launched our web content management system TERMINALFOUR Site Manager
- 2008 Opened our first US office
- 2009 50<sup>th</sup> University client worldwide
- 2010 \$2.8m investment to grow sales, Research and Development, and client support teams
- 2012 Opened our Australian office
- 2014 Further investment in our Boston office including expansion of our US team
- 2014 Our first implementation of Funnelback**
- 2015 TERMINALFOUR Site Manager & TERMINALFOUR Digital Engagement Platform V8 release
- 2017 TERMINALFOUR becomes formal premium implementation partner of Funnelback in Higher Education**
- 2018 Opened our West Coast US office in San Diego



# VCU

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## C. Qualifications of the Firm - Funnelback Product Overview

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TERMINALFOUR and Funnelback are expertly positioned to deliver your entire requirements on time, accurate and complete. Please refer to the following pages for a detailed overview of the services we provide to our joint clients which are similar to VCU's statement of needs.

Funnelback Enterprise Search provides a single view of your content. This enables VCU to empower your team, unify information silos across the enterprise and surface the right answer every time with Funnelback Enterprise Search.

To get the most from information assets, VCU end users must be able to discover and access information efficiently and effectively. Funnelback delivers secure, powerful and highly configurable enterprise search that provides an elegant single view of your content no matter where it lives, leading to faster, more informed information discovery.

### 1. Cloud Hosted

---

The Funnelback hosting environment has been designed exclusively for the Funnelback software, ensuring maximum reliability and speed. Active monitoring, upgrades to new product versions and patching are included. For comparison we have provided pricing for both cloud or onsite installation. We recommend the cloud hosting approach as it is a 100% managed service based on an ideal technical architecture.

The service includes a Service Level Agreement with an uptime guarantee of 99.9%. Policies in respect to hosted uptime are available at: <https://www.funnelback.com/policies/uptime>

The software natively supports multi-server deployments. Search-related tasks are split across several machines, with each task providing its own level of redundancy.

An example multi-server, multi-location setup will consist of:

- Multiple query processing machines in each physical location
- One administration / crawling / filtering / index machine in each physical location
- Cross-site and cross-machine load balancers

In the event of an entire location being unavailable, the secondary location would be able to resume operations. In the event of one or more query processors being unavailable, query load could be distributed across the pod of query processing machines in the same location, or across multiple locations. Uptime considerations focus primarily on the publicly-facing query processing machines, with administration/crawling/filtering/indexing machines receiving a lower priority for redundancy.

Notable security points:

- Our hosting environment is run as a Live/Live architecture across separate geographic locations. The primary data center for Funnelback infrastructure in the US is in Sacramento and the secondary data center is in Brooklyn.
- Data centers are operated to UTI tier III or better standards (they contain systems that are of at least N+1 redundancy and are capable of continuous operations even in failure or maintenance modes)
- TERMINALFOUR is ISO 27001 compliant



# VCU



VIRGINIA COMMONWEALTH UNIVERSITY

- Both US data centers are PCI-DSS and SSAE 16 Type 2 compliant
- Security incidents: All impacted customers are notified as soon as possible. Once the incident has been investigated, a full report detailing the impact of the incident and mitigation of any future risk is also distributed to those impacted.
- Regular offsite backups
- User passwords stored in one-way salted hash
- Passwords must be a minimum of 15 characters long. Password change rules are up to the customer and are not enforced by Funnelback
- Centralized & automated configuration management
- Support is available 24/7

It is common for customers to index their secure content through our hosting environment. Our standard security protocol best practices ensure sensitive data is protected. Enabled on request, data can be encrypted in transit over SSL/TLS. Funnelback and TERMINALFOUR will not share any information with any organization or sell customer data for data mining purposes.

To ensure the stability of the cloud service for all customers, free hosting has reduced access to certain configuration files, including scheduling of index updates, user management and access to core files.

#### Optional - Dedicated Cloud Hosting

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Dedicated Hosting offers dedicated infrastructure on which to run the search service. This is advantageous for complex solutions that require strict change-control procedures and aren't suitable for the free shared hosting.

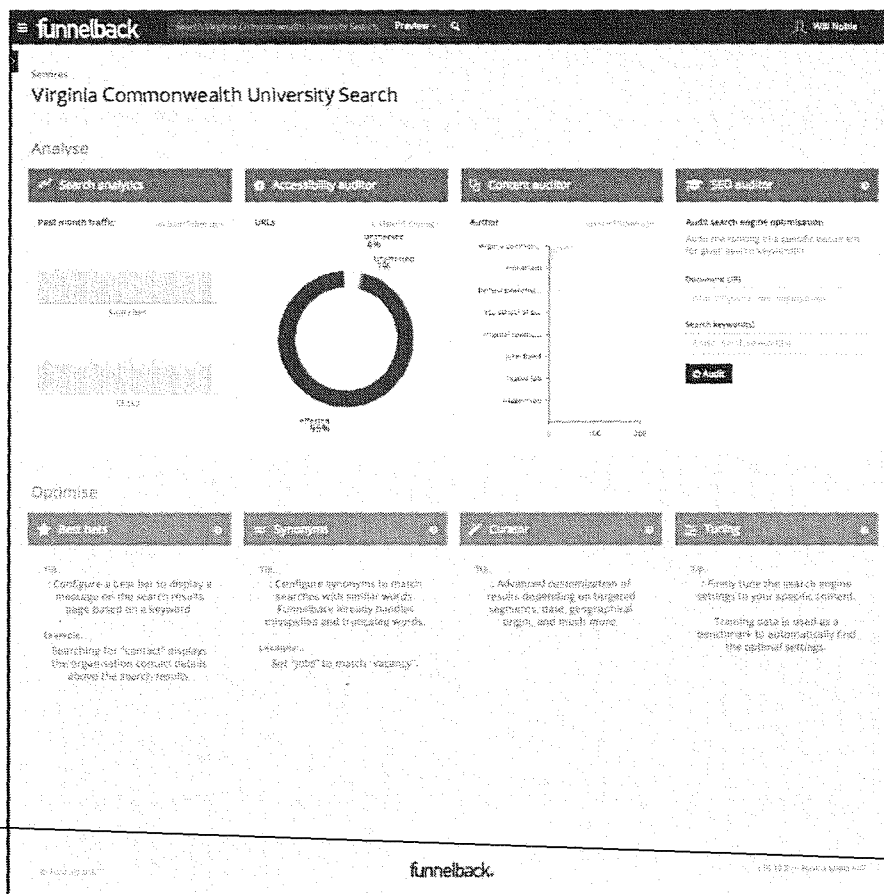
As no other customers share your infrastructure, greater control over the software is available. In a dedicated environment, you can initiate your own index updates, manage users and have more granular access to configuration files.

In a dedicated hosting environment, administrators can sign in to the application via the organization's existing single sign on solution. A 50% premium on the license fee is payable for dedicated hosting.

## 2. Web Browser Administration

Funnelback has two back-end interfaces, each designed for a specific audience. Each interface is delivered via HTTPS, uses the English language by default and can be accessed remotely via a modern web browser.

The Marketing Dashboard (figure 1) is designed for marketing staff and content administrators to gather insight from search and content analytics and to make any necessary changes to the ordering of search results. The dashboard is designed to be as intuitive as possible: VCU staff will not be required to complete any formal training to use the Marketing Dashboard. In addition, every pane contains contextual help.



**Figure 1 - Screenshot of the Marketing Dashboard VCU content/marketing staff will access.**

The Administrators Dashboard (figure 2) is for system administrators to configure and develop advanced functionality for Funnelback searches. This includes the configuration of search templates, index management and manipulation and analysis of search logs.

Granular user permissions can be set so that non-technical administrators cannot access this dashboard or make inadvertent changes to core configuration files. More information provided in User Roles and Groups section



funnelback

+ Create collection System Help Search Help

Select collection to manage: demo-vcu

### Manage demo-vcu

Type: Web Last updated: 2 days ago

Search demo-vcu Live Preview Search

View full overview of the collection's distribution Help

Customise Administer Update Analyse Tune

- Design Results Page
- Customise Synonyms
- Customise Faceted Navigation
- Customise Best Bets
- Customise Result Curations

### Collection Overview

View full collection status

Status	Collection	Last updated	Actions
🔄	Staff Crawling - 10433 stored, 9000 in frontier, 0.086 Mbit/sec	21 hours ago	📄 🔄
🔄	Web Crawling - 185797 stored, 508274 in frontier, 3.162 Mbit/sec	1 day ago	📄 🔄
✖	MATR	28 Nov 2017	📄 🔄 🗑
✖	Massey	7 Feb 2018	📄 🔄 🗑
✖	Procurement	7 Feb 2018	📄 🔄 🗑

Show full collection list

Funnelback 16.12.0 (40546 #69) Copyright © 2018 Funnelback

Figure 2 - Screenshot of the administrators dashboard for VCU technical staff



### 3. Crawl and Index Website Content

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Out-the-box Funnelback's inbuilt crawler can extract data from a myriad of different sources, index the content and make it available for searching. This includes:

- Web content, including binary files
- Relational databases
- People directory (Active Directory or LDAP)
- Social media accounts via API – YouTube, Facebook, Twitter etc.
- 3<sup>rd</sup> party APIs for events, news etc.
- File system
- Trim Records Manager

In addition, Funnelback includes support for connecting enterprise repository systems (SharePoint, Confluence, Jira, Dropbox etc.) through the connector framework, Manifold CF.

Funnelback supports crawling and indexing of content protected by authentication. When provided a valid username/password, the crawler will use these credentials to automatically authenticate into secure sites and index the content.

There are three security models to access sensitive search indexes and the data they contain. They include IP address access restriction, a restricted set of results returned based on the identification and authentication of the user type (staff, student etc.), or fine-grained security that enforces restrictions at the document level.

Funnelback has a range of options for customizing crawling and indexing rates. Note that increasing crawling rates increases the load on the end server. Server load is generally the limiting factor in the crawl / index configuration.

Funnelback's hosted search service is typically managed on a dynamic crawl schedule (for example, collections are updated based on consideration of their last update time, size and other currently updating collections). This ensures that collections are updated as frequently and as efficiently as possible.

The continuous updating method combines the features listed above to allow for multiple updates of a collection to occur at the same time. For example, at the same time as an incremental update is occurring of Editorial content, a content author publishes a News item that is passed to the Funnelback API, triggering an instant update. The News item is added to the search index immediately, without halting or impeding the incremental update in any way.

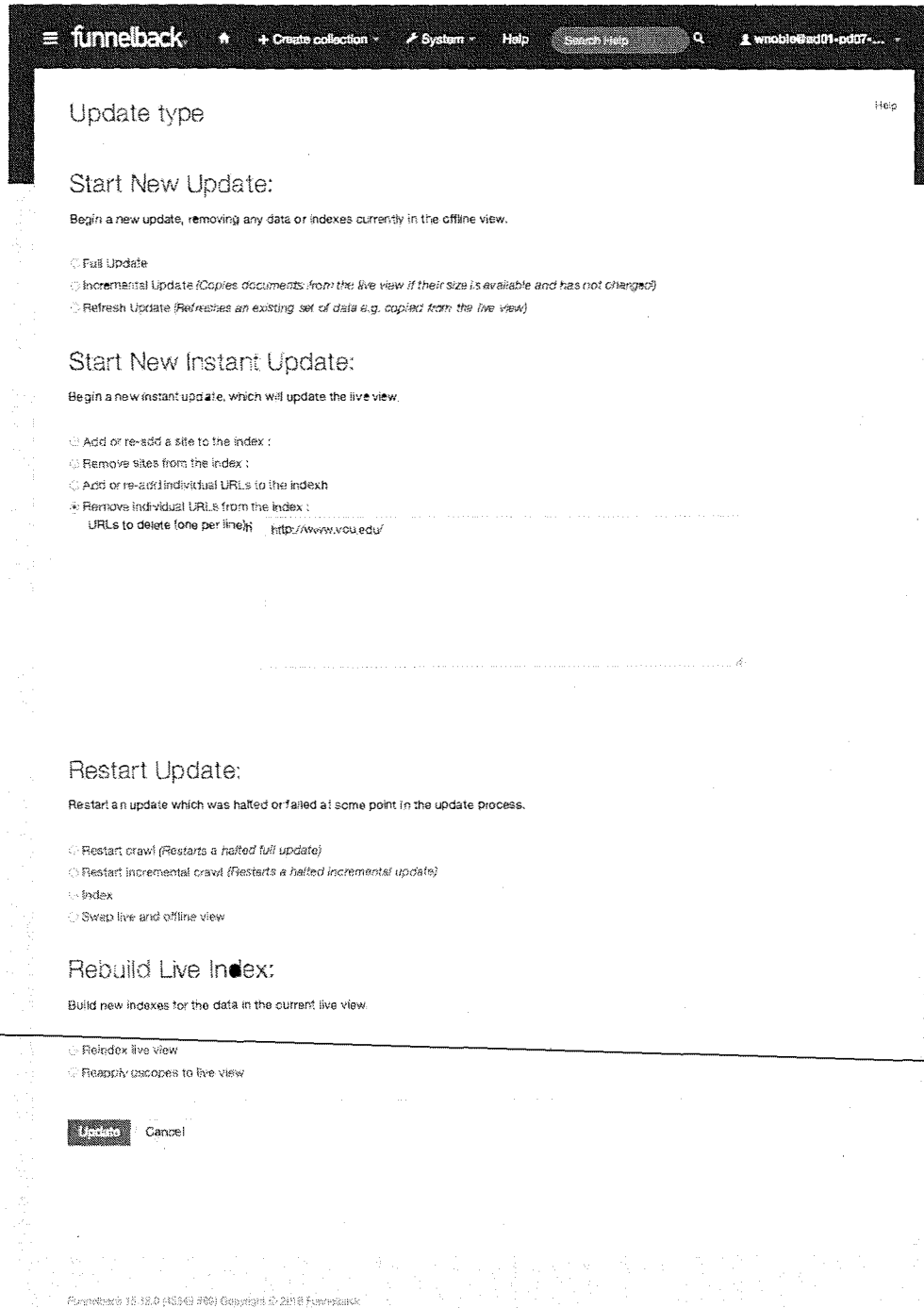
### 4. Ability to Modify the Index

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VCU administrators will have complete control of determining start URLs, include/exclude rules and update schedules to manage web content in the index.

Once web pages/documents have been indexed, the Funnelback Content Auditor will present the structure of URL paths including a list of all web properties.

In addition to having full control of include and exclude rules, administrators can manually remove or add specific URLs, files or sites instantly through the Administrators Dashboard (figure 3).



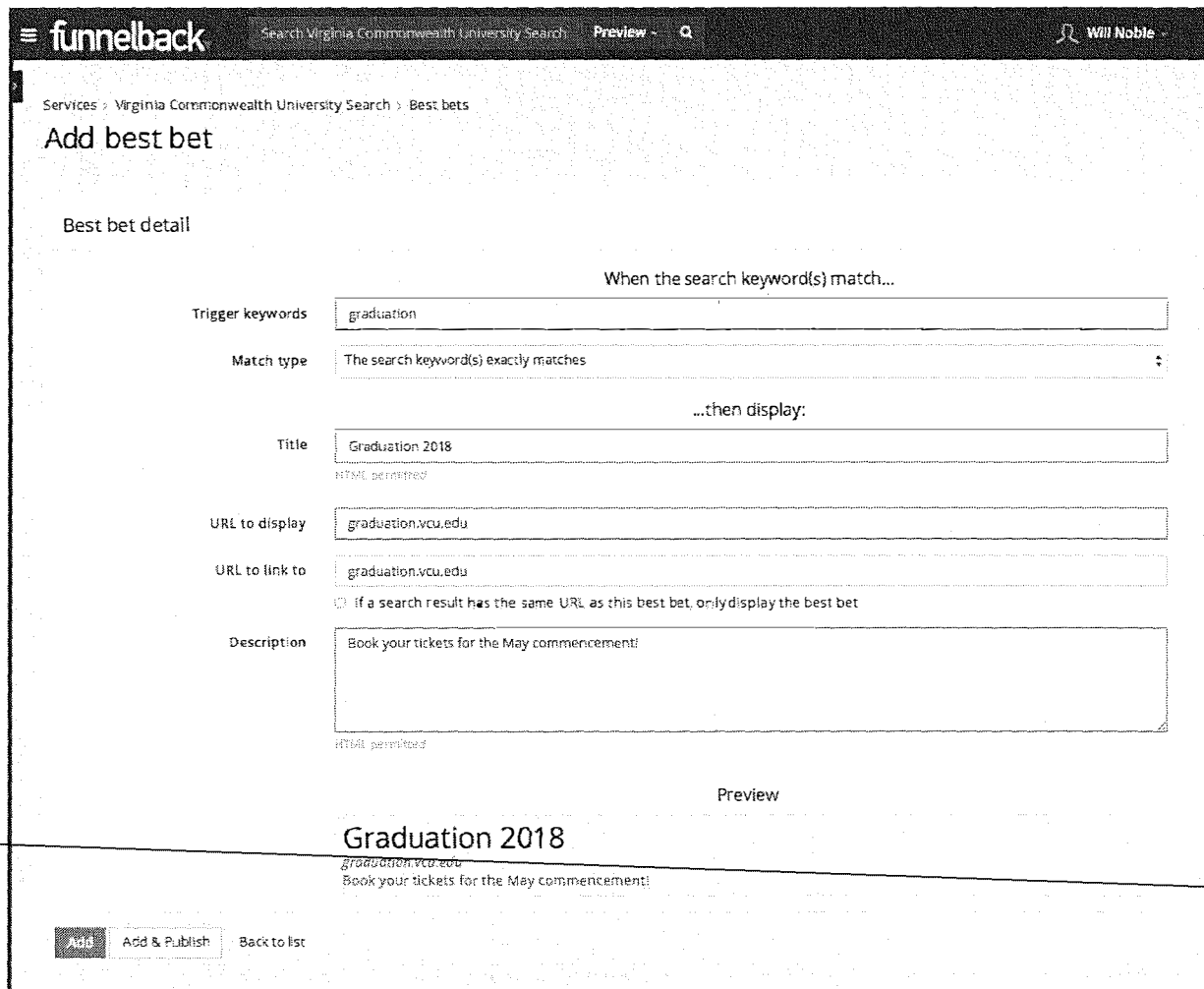
**Figure 3: screenshot of instant updates allowing VCU administrators to add/remove content from the index immediately.**



## 5. Ability to Curate Results

Built into the Funnelback search platform are numerous functions to allow VCU staff to augment the search experience to best suit the audience and institutional demands.

Similar the Google Search Appliance keymatch function, **Best Bets** (figure 4) is a mechanism to promote content based on a specific query or selection of queries.



**Figure 4: example of a Funnelback Best Bet. In this example, the query 'graduation' will show the message presented in the 'Preview' box at the bottom of the page.**

The Funnelback **Curator** mechanism in the Marketing Dashboard allows administrators to promote results, create calls to action or alter the search ordering based on more advanced triggers not just confined to specific queries. Example advanced triggers include the location of a user, a date range or audience segment.



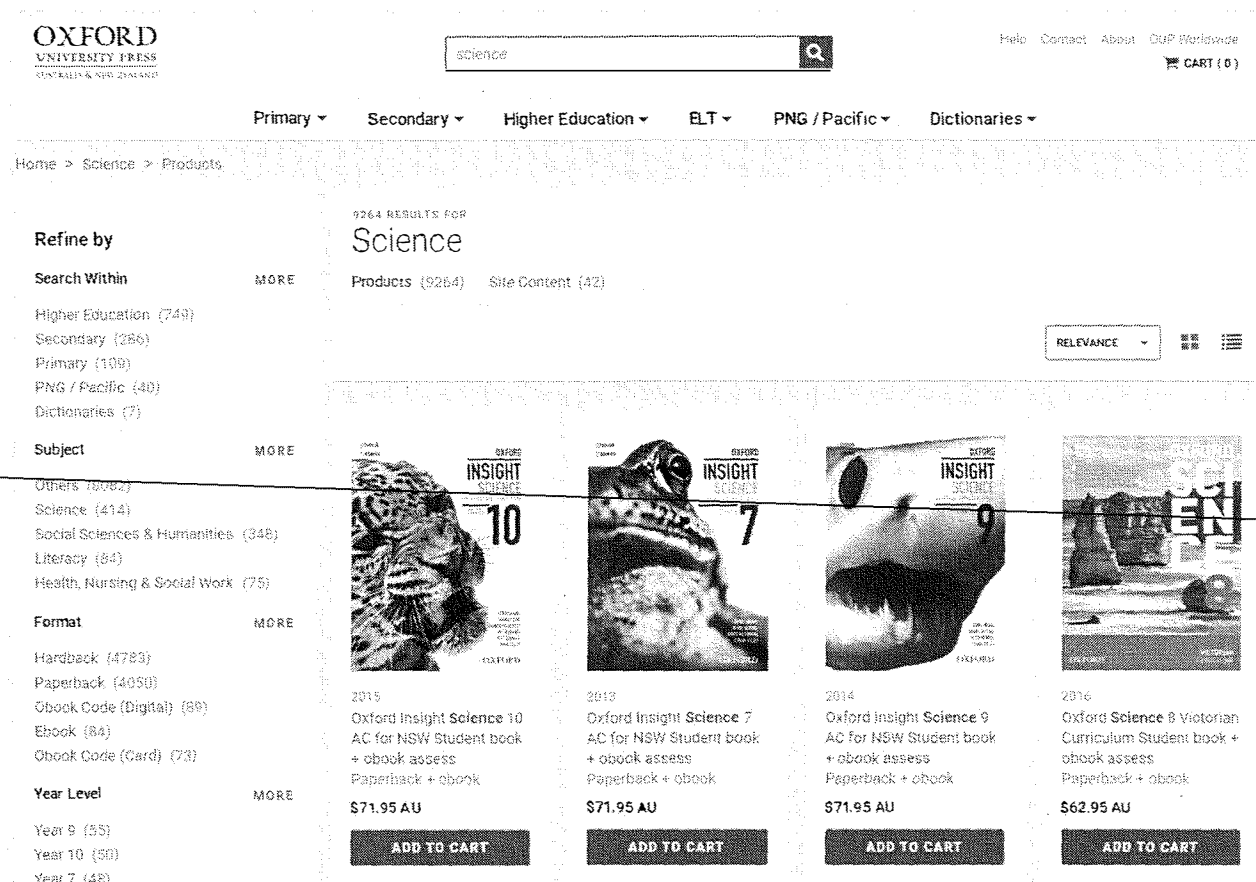
The **synonyms** mechanism is used to specify that certain queries should automatically include additional query terms. An existing synonym list can be bulk imported into Funnelback if needed. Administrators can also manually add entries via the interface in the Marketing Dashboard.

### Ability to tune the relevancy of results

A key differentiator of Funnelback is the ability to tune its ranking algorithm. Every organization is unique, with unique content structures and business requirements. Having a “one size fits all” solution puts an organization at a disadvantage by assuming that its unique requirements will fit within a predetermined algorithm.

The benefit of an algorithm that can be tuned is that search result rankings will align with an organization’s business requirements and cater to the way in which its content has been structured. A tunable algorithm is critical to ensure meaningful results are returned when searching across a variety of information sources, as often these sources will differ in information structure and quality.

Funnelback provides administrators with a non-technical interface in the Marketing Dashboard to create a tuning set that is composed of common search terms and correct answer pairs. This enables Funnelback to optimize search quality by using machine learning to tune ranking settings against objective, real-world data. These optimized settings can be applied globally or on a per-profile basis, enabling business owners to optimize ranking settings for their specific content.



The screenshot shows the Oxford University Press website search results for the term "Science". The page includes a search bar with "science" entered, navigation tabs for "Primary", "Secondary", "Higher Education", "ELT", "PNG / Pacific", and "Dictionaries", and a breadcrumb trail "Home > Science > Products".

On the left, there are filters for "Refine by" with sections for "Search Within", "Subject", "Format", and "Year Level".

The main content area displays "9264 RESULTS FOR Science" and lists four products:

Year	Title	Format	Price (AU)
2015	Oxford Insight Science 10 AC for NSW Student book + ebook access	Paperback + ebook	\$71.95 AU
2013	Oxford Insight Science 7 AC for NSW Student book + ebook access	Paperback + ebook	\$71.95 AU
2014	Oxford Insight Science 9 AC for NSW Student book + ebook access	Paperback + ebook	\$71.95 AU
2016	Oxford Science 8 Victorian Curriculum Student book + ebook access	Paperback + ebook	\$62.95 AU

For example, the Oxford University Press web site (<https://www.oup.com.au/>) uses the following business rules to configure its results: local books that are available in stock; local books not in stock that require printing on order; imported books in stock; and imported books that require printing on order.

Funnelback logs all clicked search results along with the corresponding search term(s). This behavioral data is integrated into the search index and used to enhance the quality of search results.

## 6. Display Search Results

---

Once data has been crawled and stored in the index, it will immediately be available for searching via the inbuilt templating system (detailed below). Funnelback's target response time is 250ms. Please note there may be external factors, such as embedded JavaScript on the front end, that may impact this target response time.

**Site Concierge** is Funnelback's enhanced auto complete functionality. Site Concierge provides users with dynamic content and document suggestions when they first engage with search. Site Concierge suggestions are customized to include relevant information (for example, including contact details or an address) and rich media.

The benefit of the Site Concierge is that an organization can ensure key content is promoted and visible at the first point of engagement by the user. This information can include highly trafficked content, such as contact details or campus locations. It can also include information that is important to the university and critical to promote to visitors in order to achieve business objectives. This could be information leading directly to program pages or promoting upcoming enrollment deadlines.

For example, on the Goldsmiths University website (<https://www.gold.ac.uk/>), users can start typing a query like 'media' and will notice that content from Courses, Staff and Events are presented along with organic query completions.

**Spelling suggestions** are automatic and draw directly from the content, rather than a general dictionary or thesaurus. This ensures that suggestions provided by Funnelback will produce results. The software looks at annotations, titles, link text and past queries to suggest the completion of a query.

Funnelback's "Did You Mean?" search suggestion system is able to make suggestions in most languages and can suggest acronyms, proper names, slang words and code names where these make sense in the context of the collection. Suggestions are derived from a configurable range of sources including filtered query logs, filtered collection vocabulary and phrases extracted from titles and metadata.

The spelling suggestion system is configurable and tunable. A suggestion blacklist can be used to suppress unwanted suggestions, but this is rarely necessary.

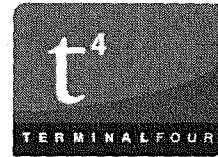
Funnelback's **Query Blending** feature enables expanded searches into multiple related queries including spelling corrections, synonyms and custom business rules, and produces a single search result list that incorporates results from each search. This can be used to provide the search engine with additional context about the searches being submitted and the indexed content.

Funnelback **Sort** functionality can be enabled out of the box. This allows visitors to sort the search results by date, URL A-Z, Relevance and Distance.



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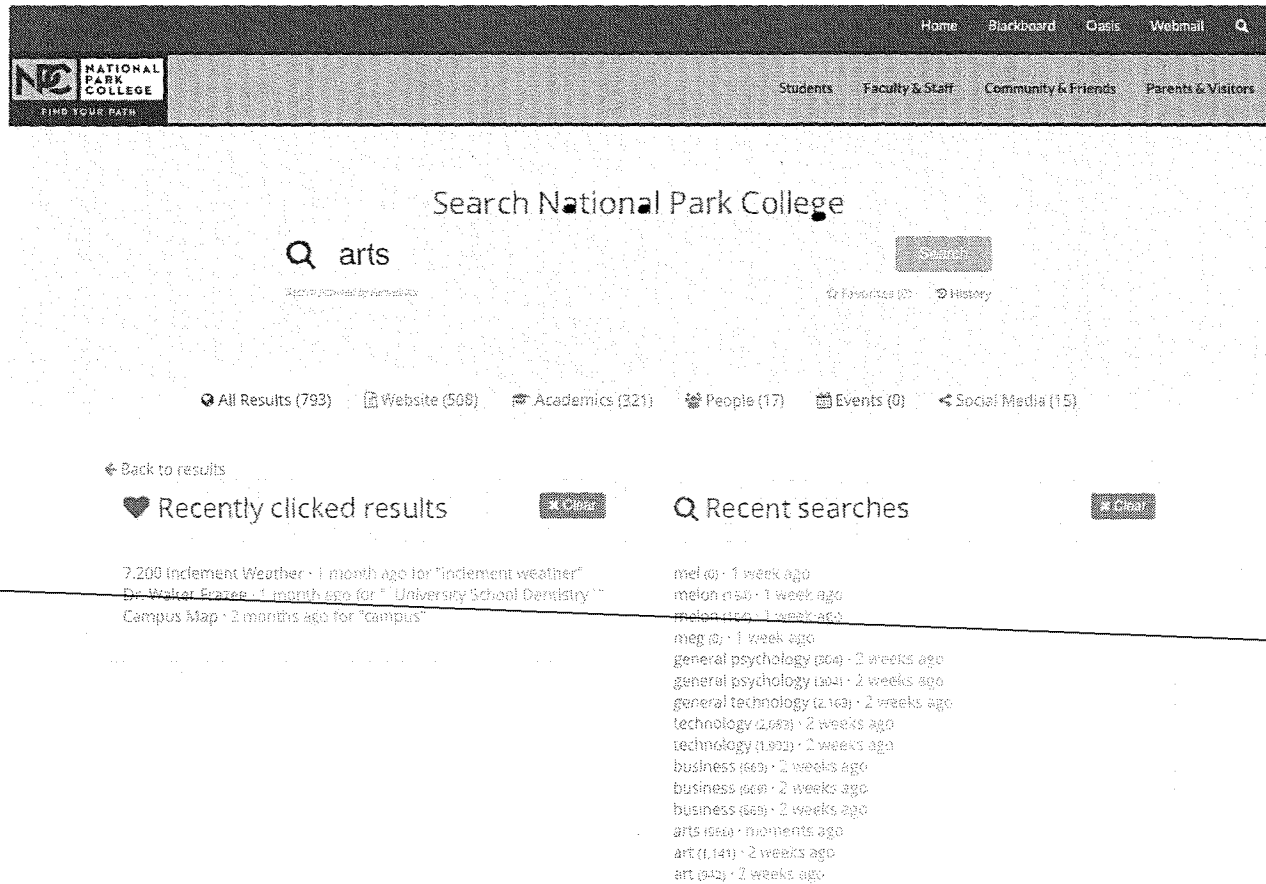
Funnelback supports advanced searches using different query operators. Website visitors will be able to construct query patterns by using quote marks, meta data fields and other syntaxes.

For a list of available options, see: <https://docs.funnelback.com/15.12/develop/reference-documents/query-language-help.html>

### Personalization of Search Results

Funnelback can create tailored search experiences for user groups (staff, student, new student etc.), individual users as well as organizations. As is the case for all-of-web search engines, the ordering of search results is dynamic and depends on a number of criteria, including a user's location or organization.

Funnelback's **Predictive Segmentation** feature combines the Curator with audience segmentation to apply control over the search based on the attributes of a user's organization or location. For example, if a prospective international student searches for 'fees' on the VCU website, they should be directed to information relating to an international, not domestic, audience.

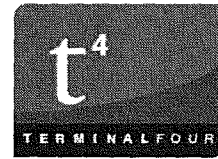


Funnelback natively supports search session tracking. Each user is assigned a unique session cookie, allowing Funnelback to store their search and click history and present it to the end user on return site visits (for example: <https://search.np.edu/s/search.html?collection=npcc-search&query=arts>).



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Additionally, Funnelback provides the ability to add results to a 'basket' which can be utilized for various purposes. For example, Funnelback baskets can be used to power the 'compare programs' feature within a program finder on a higher education website.

Additional personalization can be achieved via deeper integration with TERMINALFOUR Site Manager, CRM or other application that holds additional information about the user. Any such personalization work would need to be scoped and bid separately for implementation in Funnelback.

### Geo-spatial Search

As an enterprise-grade search engine, Funnelback is designed to pull information from databases or XML feeds. Typically, map related content will be stored in a separate GIS database and include coordinate information. Funnelback can index this and return the information to the user through a map display on the front end.

On the website of the University of Sydney (<https://sydney.edu.au/>), Funnelback processes an XML file that contains location coordinates in order to generate campus location search results on a map. Try entering 'business' in the search box to see how geo-spatial search works.

### Templating System

Funnelback has a highly flexible templating system that easily integrates with any content management system or portal, including TERMINALFOUR. The structure of the templating system ensures that Funnelback is truly technology agnostic when integrating search output.

Search should be a perfectly integrated part of any online environment and the templating system within Funnelback allows for search results to be customized to match a client's existing branding and design guidelines.

The templating system supports decision and comparison-based result display through HTML/CSS based forms, allowing web developers to quickly understand and manage Funnelback's presentation layer.

Additionally, search results can be returned in XML, JSON or RSS formats. This provides clients with the ability to reuse output from Funnelback in a variety of ways.

Funnelback's search result summaries can easily be configured to include:

- Rich summaries from metadata fields such as document type, year of publication or creation, author and custom fields (for example reviews/ratings, people, programs, videos and events)
- Standard browser links indicating pages that have been visited
- Search term highlighting in result summaries
- Cached and indexed documents that enable binary formats (for example PDFs, Word documents) to be viewed through a standard browser
- Highlighting search terms within binary document views.



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## 7. User Roles and Groups

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Funnelback supports granular user permissions based on an individual's role and/or department. Super administrators will be able to partition an installation to allow individuals to only manage searches relevant to them. In addition to a super administrator, two user types are provided:

- Administrative users (for webmasters or developers) – create and manage search indexes, edit search templates etc.
- Normal users (for content or marketing staff) – carry out search curations, view analytics reports, make acknowledgments to accessibility reports etc.

The specifics of what an Administrative or Normal user can change (or can't change) is determined by settings applied by a super administrator.

If Funnelback is run in a Dedicated Hosting environment, the VCU single sign on can be utilized as login credentials for the administrative interface. Funnelback ships with support for the SAML authentication protocol.

## 8. Security

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Corporate security policies naturally play a large role in enterprise search. TERMINALFOUR & Funnelback propose secure hosting in our trusted data centers. All data is stored within the United States in data centers based in Sacramento and Brooklyn, NY. Login to the administration section of Funnelback requires authentication via the web interface of an API. It is not exposed by any other means.

The Funnelback administration interface is only accessible via HTTPS on TLS 1.2. TLS 1.2 will be downgraded to TLS 1.1 or 1.0 dependent on the user's browser. The search service is fully redundant and spread across two geographically disparate regions.

The administration and search endpoints are available on HTTPS. Upon build, a dedicated IP range will be provided to VCU for whitelisting. This includes an IP range for the crawler and the IP range VCU will access to login to the administration console.

Looking for permissions-based content restrictions (also known as document-level security)? Connect Funnelback Enterprise Search to Active Directory or legacy document-level access control systems. Search results will reflect only content to which the individual user has access.

## 9. Reporting, Audits and Analytics

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Funnelback's analytics console is in the Marketing Dashboard. The Marketing Dashboard provides comprehensive reporting on search user behavior, the underlying content and tools to create synonyms and curations and the ability to tune the search algorithm.

The reporting includes information that isn't traditionally gathered through website analytics, including quantitative feedback on the effectiveness of campaigns, reports on most popular queries and searches that are failing to return any results.



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**Search Reports** monitor search behavior, clicks, user locations and volume over a short or extended period of time. This includes monthly summaries of searches, top keywords, top unanswered keywords, search hourly distribution and comparison of data between date ranges (figure 5).

Search reports highlight the relationship between queries and the results that have been selected. This allows an organization to understand the varying vocabularies used when locating content and can be the basis for business changes such as a taxonomy revision, metadata enhancement or an updated content guide.

The **top unanswered keywords** report, which shows queries that returned no full matching results, provides unique insight into what users think or expect an organization to provide. It assists in highlighting the vocabulary that users employ without requiring a formal feedback process to gather information.



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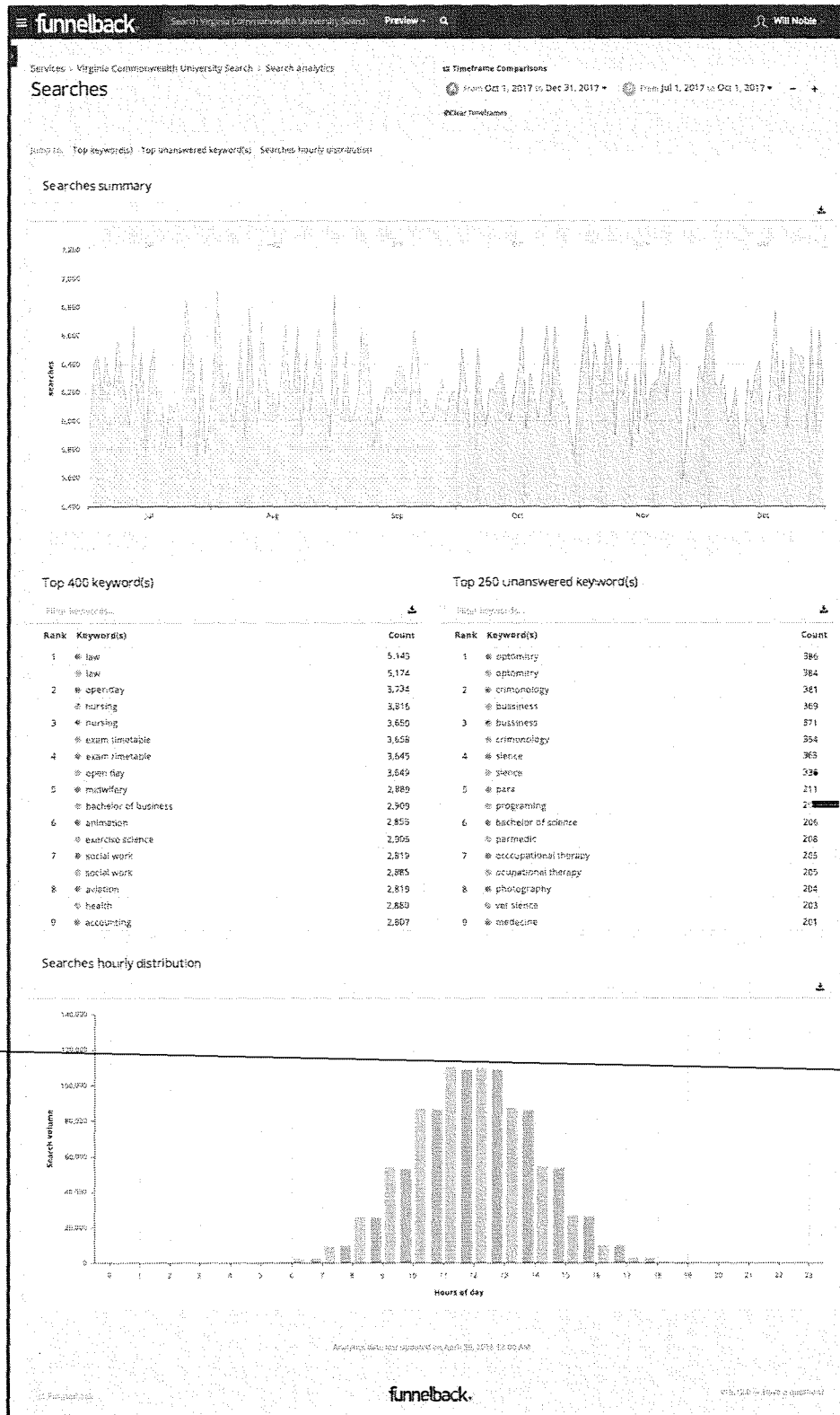


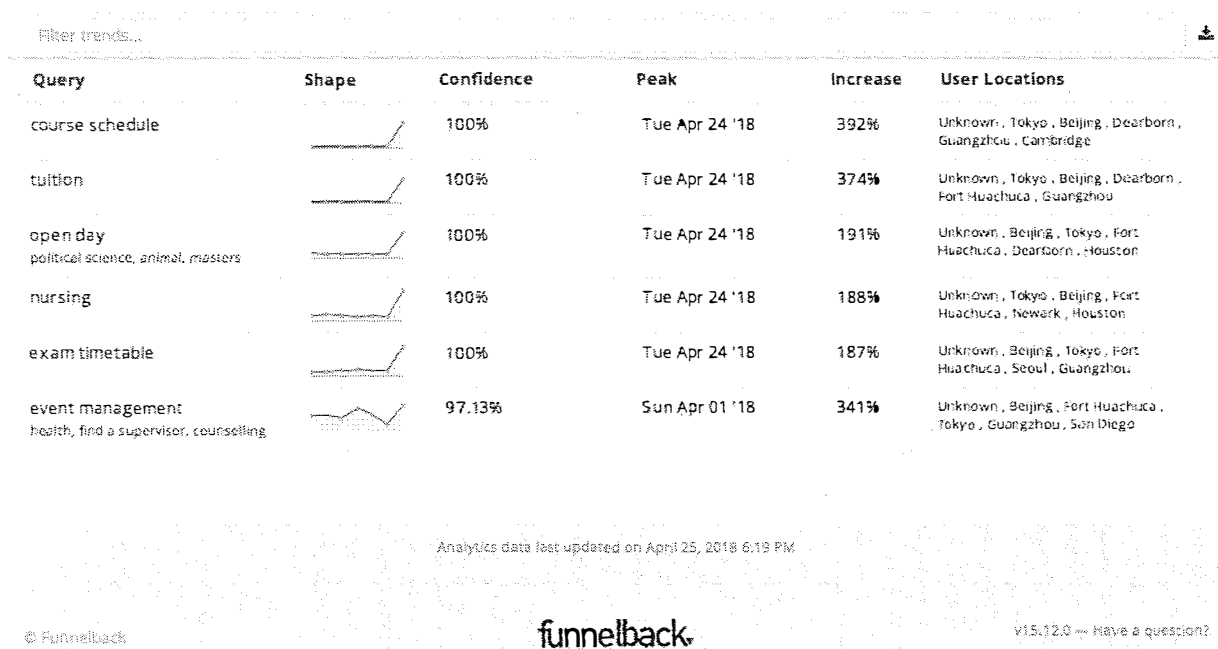
Figure 5: Marketing Dashboard depicting comparison of search terms between two date ranges



Funnelback's Trend Alerts (figure 6) reporting system provides information about queries which have had a large increase in their query volume over a short space of time. Trend Alerts will send a notification to the Search Administrator and other stakeholders when searches or clusters of related searches have risen significantly or suddenly in popularity. This enables proactive management of web content to meet user demands.

A pattern reflecting a sudden negative trend in search traffic on a specific topic can indicate that an issue of concern to customers has been dealt with effectively. Summary report analysis can also be emailed to parties on a weekly or monthly basis.

### Top 6 trends



**Figure 6: screenshot of Funnelback trend reports. In this example, 'course schedule' experienced a 392% spike in search queries, peaking on Tues April 24, 2018.**

Extensive reporting of crawled URLs is available in the Administrators Dashboard. This includes a **collection status** report which displays the status of the last update including the total number of documents indexed. The stored.log will list all the URLs which were successfully stored by the web crawler in chronological order.



## Integration with third party analytics software

Funnelback provides sophisticated search-related reporting. However, VCU may want to measure behavior in the context of the rest of the site. Integrating Funnelback search with site wide analytics packages is actively encouraged.

Tracking of fine grained behavior of UI components can be made by embedding a tracking code within Funnelback. These search-related events can then be reviewed inside Google Analytics or other reporting dashboards.

In addition to search analytics, the Marketing Dashboard provides insights on VCU web content to aid web governance and ensure compliance with federal accessibility standards.

The **Accessibility Auditor** examines an organization's web and PDF content and checks it against WCAG 2.0 A, AA and AAA accessibility compliance criteria. The Accessibility Auditor provides:

- Reporting over time to demonstrate the effort put into becoming compliant
- Extensive filtering and refinements to aid in developing a priority shortlist of action items
- Detailed error analysis down to the source code level
- Recommendations on how to resolve errors
- Educational information about accessibility guidelines that aids organizations in determining which errors to prioritize

The **Content Auditor** is similar to the Accessibility Auditor. However, instead of checking accessibility criteria, the Content Auditor checks for content quality and adherence to content governance guidelines.

The Content Auditor has a default set of auditing categories and can be expanded to cover custom categories.

The auditing categories include:

- Duplicate files
- Duplicate titles
- Missing metadata/tag values
- Undesirable text including spelling mistakes
- Date modified and created
- Author
- Metadata values
- Format
- Reading grade level
- Broken links

Other custom categories can be configured within the Content Auditor.



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## 10 A Support

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Support for this contract will be delivered by the TERMINALFOUR helpdesk. TERMINALFOUR understands the importance of building long term relationships with our clients, and acknowledges our commitment doesn't end upon the successful implementation of a project.

Our current support agreement will provide VCU with access to our in-house customer support team as well as access to our online self-service support tool for both WCMS and Search. VCU administrators will have the ability to submit support tickets of different severity levels with clear expected response times as detailed below.

TERMINALFOUR will continue to keep VCU informed of any upgrades, changes or emergency downtime via the JIRA ticketing portal. The portal will communicate automatic ticket updates via email.

While Funnelback does not have a public status page to communicate system outages or performance issues, TERMINALFOUR communicates such issues via the JIRA ticketing system. Should there be an outage or a performance issue, VCU will receive an automatic notification from JIRA.

### TERMINALFOUR Support Overview

VCU's end users can contact TERMINALFOUR's Client Support Engineers via the helpdesk, telephone, email or by our self-service option via the extranet.

Our standard agreement provides telephone support weekdays 9:00 am – 5:30 pm to all our clients. Our enhanced agreement provides telephone support 24/7 to specific clients. This support covers general help desk functions, remote access support, requests for software upgrades etc. Our support teams are based in Boston MA, Dublin, Ireland and Sydney, Australia

As a service provider TERMINALFOUR understands the importance of acting swiftly and will initially classify reported problems in accordance with the following criteria:

- Priority 1 faults - system non-functional or essentially unusable.
- Priority 2 faults - system partially usable or temporary work around available.
- Priority 3 faults - minor problems with low impact on operations.
- Priority 4 faults - insignificant problems such as documentation errors.

TERMINALFOUR will provide fixes or work arounds as soon as practicable and will provide regular updates on the progress of the problem resolution process at times agreed with Client or according to the following time scales:-

Priority	Response times	Escalation/Resolution
Priority 1 issues	2 working hours	4 working hours
Priority 2 issues	4 working hours	8 working hours
Priority 3 & 4 issues	8 working hours	48 working hours



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Our Client Support Team is led by Head of Client Relations and Support Barry Flannery and comprises of 12 Software Technicians based in Boston, San Diego and Dublin. Barry liaises with our clients regarding the reported issue and his team of Software Support Technicians to resolve any queries within our SLA. It is his responsibility to keep in regular contact with the client and update them on any outstanding issue. Should we need to escalate an issue to our R&D team or Funnelback we ensure we inform our client(s) immediately and Barry will remain as your primary contact until the issue is resolved.

The team's knowledge of the higher education sector and the high level of support they provide our clients for WCMS and Search is at the core of our service offering.

## 10 B Training

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### Training Options

Advanced Funnelback Training for VCU staff will be provided. Training is a great opportunity for VCU to access technical expertise and expand your technical base.

The complete Funnelback training schedule lasts 2.5 days. The training is made of several courses:

#### Funnelback Foundations – 0.5 days duration

Ideal for marketing and communication staff, content authors

#### Course Overview

This introductory course provides students with the core concepts of how Funnelback works with your website. Students will be taken through key functionality using the Marketing Dashboard to learn about search results, reporting, search enhancement and tuning. Students will also be shown the auditors available (including SEO) and how to optimize their content using Funnelback.

This training course will use Funnelback Version 15.0.

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#### Course Details

**Duration:** 1/2 day

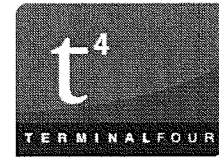
**Assessment:** Theory Review

**Pre-requisites:** Students should have basic computer skills but a technical background or prior experience with search engines is NOT assumed. This makes the course an ideal introduction for anyone wanting to get started with Funnelback. Past experience in managing or updating components of a website would be useful though not required.



## Course Breakdown

Module	Content
Introduction to Funnelback	
The search results page Content	<ul style="list-style-type: none"><li>• Search results</li><li>• Enhanced result interaction</li><li>• Advanced search results templating</li></ul>
The marketing dashboard	<ul style="list-style-type: none"><li>• Services</li><li>• Service overview</li><li>• Swap between services</li><li>• Previewing the search</li></ul>
Understand your search	<ul style="list-style-type: none"><li>• Search analytics reports</li><li>• Content auditor reports</li><li>• Accessibility auditor reports</li></ul>
Enhancing your search	<ul style="list-style-type: none"><li>• Configuring synonyms</li><li>• Configuring best bets</li><li>• Configuring curator rules</li></ul>
Optimize your search	<ul style="list-style-type: none"><li>• Using your analytics to improve your search</li><li>• Controlling what gets indexed</li><li>• SEO auditor</li></ul>
Search result tuning	



## Funnelback for Implementers – 1 day duration

Ideal for front end developers, user experience professionals

### Course Overview

This course provides students with the core skills required to extend, manage and maintain an existing Funnelback search. The course focuses on the maintenance and extension of an existing search collection and covers topics such as search result templates and basic feature configuration.

### Course Details

**Duration:** 1 day

**Pre-requisites:** Students should have completed FUNL 101 - Funnelback foundations and have experience with reading and editing HTML, Javascript and CSS.

### Course Breakdown

Module	Content
The Funnelback administration interface	
Search templating	
Services management	
Display options	
Configuration of common features	<ul style="list-style-type: none"> <li>•Query completion</li> <li>•Related searches (contextual navigation)</li> <li>•Metadata</li> <li>•URL sets (generalized scopes)</li> </ul>
	<ul style="list-style-type: none"> <li>•Faceted navigation</li> </ul>
Optimize your search	<ul style="list-style-type: none"> <li>•Using your analytics to improve your search</li> <li>•Controlling what gets indexed</li> <li>•SEO auditor</li> </ul>
Search result tuning	



## Funnelback for Advanced Implementers – 1 day duration

Ideal for front end developers, back end programmers

### Course Overview

This course provides students with the core skills required to set up, customise and develop advanced functionality for Funnelback searches.

The course focuses on the setup and creation of new Funnelback search services and also covers advanced configuration and customization.

### Course Details

**Duration:** 1 day

**Pre-requisites:** Students should have completed FUNL 201 - Funnelback for implementers, and also have coding skills. Familiarity with the Java or Groovy languages is desirable.

### Course Breakdown

Module	Content
Search collections	•Creating a collection
Search update cycle	
Updating a search index	•Checking an update •Debugging failed updates
Meta collections	
Working with XML	•Relationship with metadata
Advanced metadata	•Geospatial and numeric metadata
Push collections	
Manipulating search result content	
The query processing pipeline	•UI hook scripts
Accessibility auditor configuration	
Index manipulation	•Removing items from the index
Alternate output formats	•Output search results as CSV



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The Funnelback Community portal is a comprehensive resource for users and developers. It includes:

- Full product documentation
- A collaborative knowledge base that includes how-to guides, debugging guides, troubleshooting and reference materials
- Community forums: <https://community.funnelback.com/>

## 11. Social Media Integration

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Institutions leverage a range of publishing platforms to connect with audiences. It's essential that all avenues to discover quality content are utilized.

Funnelback can gather information from official social media channels (e.g., Facebook, Twitter, YouTube, Instagram, blogs) and ensure that all of it is easily discoverable via search.

Funnelback's flexible templates and API outputs also allow for the generation of automated 'social aggregators' or dashboards that present recently published posts on a homepage or in a dedicated social media hub.

The benefits are numerous, most notably for prospective student engagement. Statistics consistently confirm that the post-millennial generation interacts and engages with rich media at a higher rate than with text-based content.

## 12. Developer API

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Funnelback provides various APIs that can be used for integration purposes. This include:

- Push API: Push content into a Funnelback index
- Admin APIs: Interact with administrative features (these APIs are used to render the Marketing Dashboard)
- Public API: Perform search and get results as HTML, JSON or XML

Public APIs are documented with an interactive sandbox

at <https://showcase.funnelback.com/s/search.html?collection=showcase-api>

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## Funnelback Product Warranty

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TERMINALFOUR's first line support is backed up by Funnelback's product warranties and support. Funnelback provides a full product warranty for every customer using its product and that warranty guarantees that Funnelback will fix any product defects free of charge.

In addition to the warranty, Funnelback provides support to partners and their customers.



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Services provided to clients over the past 3 years

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Over 100 individual universities and colleges use the Funnelback search platform, including world-renowned institutions such as Washington University in St Louis, University of Southern California, Oxford University, Cambridge University, London School of Economics and University of Sydney.

### **Example Loyola Marymount University CA**

The primary objective was to replace the incumbent Google Search Appliance with a solution capable of replicating all existing functionality before the appliance became unsupported. This included:

- search across LMU's multiple domains and subdomains
- extra search over directory results that came directly from LDAP
- separate search endpoints for specific departments
- secure intranet search for LMU's staff and student portal that exists behind a firewall
- TERMINALFOUR CMS user

The secondary objective was to utilize a search platform that is flexible enough to build rich and engaging search experiences and robust enough to increase the effectiveness of the onsite search.

From the project kick-off, the primary objective was met in five weeks. Building out advanced functionality, part of the second objective, is due to launch May/June 2018.

### **Example University of Winchester**

The primary goal for the search project was to bring order to the content chaos experienced on the old site and to dramatically improve the search experience. We set out to create a seamless and rich user experience.

The site delivers full screen real time search functionality with dynamic search suggestions and deep search indexing within documents as well as webpage content. Each type of content, from courses, events, staff, media, news and further content has a distinct search result layout and unique filters to provide a high quality search experience, rather than the standard listing approach typical of many Higher Education websites. To further enhance this approach we delivered matching layouts and styling between any listing pages and the global search filtered results for visual consistency.

The search management interface allows the University to constantly tweak the algorithm and train the machine-learning system so results are as relevant as possible for the end-user.





# VCU

VIRGINIA COMMONWEALTH UNIVERSITY



## F. Work Plan

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As a base, TERMINALFOUR and Funnelback propose delivering the Higher Education Site Search Product for VCU. This solution contains template configurations and features commonly implemented for other Higher Education clients.

**This solution can either be installed in a default manner and training provided to VCU or TERMINALFOUR can implement and configure the system to meet your exact needs.**

Combining years of experience developing search for higher education and the collective feedback from Funnelback's extensive higher education client base, Funnelback have developed an out-of-the-box search product that runs on top of the enterprise search engine and is designed exclusively for universities and colleges.

The product unifies multiple systems, including staff directories, programs and degrees, events and social media content. It then presents the resulting content in a way that maximizes engagement and information discovery for VCU's site visitors.

Based on user experience best practices, the search solution includes functionality that is tailored to higher education audiences and their information needs.

The product includes the following features:

- Structured "Search as you type" auto suggestion
- Customized result summaries for distinct types of content
- Tab-based layout that separates results from different systems or distinct types of content
- Faceted navigation
- Related searching
- Result shortlisting
- Session-based personalized search
- Federated search across multiple systems including social media channels and third-party platforms

### Deliverables/Methodology

The project will commence with a consultation phase, where TERMINALFOUR will work with VCU to:

- Evaluate the existing search solution
- Define or elicit measures of success
- Collate, refine and validate the organization's specific search requirements
- Design and document the search solution.
- Configure the solution on the main VCU website (with VCU responsible for subsites)
- Configure and improve tagging on TERMINALFOUR managed pages – VCU will be responsible for making changes to non TERMINALFOUR managed web page tags (for example wordpress etc.)
- Typically a 11.5 day scope allows enough time to configure 9 collections, 6 visual templates and 3 filters / facets per tab. Indexing of authenticated content is excluded from a standard 11.5 day project.



Once the consultation is complete, TERMINALFOUR and VCU will collectively designate implementation tasks for either the VCU team or TERMINALFOUR to configure the Funnelback platform and build the search templates.

### Work Schedule/Timeline

A typical timescale from commencement to delivery is eight weeks. As the proposed solution is an out-the-box product, the service can be deployed in a more agile format than a typical implementation.

Using the deliverables targets outlined in the RFP (Statement of Needs, page 6), TERMINALFOUR and Funnelback propose this high-level implementation schedule:

DATE	DELIVERABLES/PREREQUISITES
06/18/2018	Project kick off (its assumed all data points will be accessible to the Funnelback crawler on or around this date)
06/29/2018	VCU Search Administrators Training
07/06/2018	Presentation of prototype
07/20/2018	Deadline for feedback on prototype
08/03/2018	Presentation of prototype II
08/17/2018	Deadline for feedback on prototype II
08/31/2018	Presentation of finalized version
w/c 09/11/2018	Go Live

### Outcomes and Performance Measurement

Prior to commencing a project TERMINALFOUR will agree key performance indicators that you wish to see improve (if existing data is available). From our previous experiences implementing Funnelback we would expect you to experience the following improvements:

#### Drop in search exits, with time spent on website to increase

Stakeholders from every business element (prospective students, students, teaching staff etc.) will be served more accurate and relevant results. Increasing engagement with website content is one of the key drivers to increasing enrolment.

#### User satisfaction rise

Having complete aesthetic control ensures a seamless experience across the website. This includes the ability to display supplementary information (such as building location) and social media results all within the search result listings. This is the experience stakeholders are accustomed to when they visit google.com or bing.com and expect the same for website search.

**A greater understanding of your audience**

Funnelback will provide insight on search user behaviour by logging what users are searching for and the results they receive. Having this will allow VCU to make informed decisions on what results to promote, or content to create, to tune the user experience and ensure the most effective results are served.

**A greater understanding of the content and accessibility**

The 'content auditor' tool provides the ability to bring our content library up to code; scanning all our content for spelling errors, missing meta-data, duplicate content and broken links to name a few. The Accessibility Auditor measures the level of our ADA compliance to the WCAG 2.0 guidelines, identifying errors in the source code as well as providing graphical analysis of reports over time.

**Escalation Process**

Ultimately our Director of Client Services will be responsible for client satisfaction both during project and support phases. If at any point you have a concern you can raise it with Elaine Barry or TERMINALFOUR's CEO Piero Tintori.

**Overall Risk**

Risks significant to the delivery of the project schedule include, but aren't limited to:

- Long unavailability of project stakeholders
- Extensive website redesigns
- Data migration into new systems

During project kick off, scenarios such as the above are discussed and suitably documented. Risks will be incorporated into a project plan and alterations to a timeline will be made. Unforeseen delays may have an impact on delivery as technical resources are assigned for a specific time period.

Both Funnelback and Terminal Four are global organizations with a significant number of experts to replace members of a project team if staff leave the organization. Both organizations have over 10 years experience in the industry.

**Other**

~~Web content is typically indexed on a nightly schedule. Certain web content can be indexed at a higher or lower frequency based on the contents importance and propensity to change. For instance, news content could update several times a day. VCU will be able to determine bespoke index schedules during development phase.~~

Funnelback supports in-form authentication to index secure content. When provided a valid username/password, the crawler will use these credentials to automatically authenticate into secure sites and index the content. Please see Cloud Hosted section for a list of Funnelback's security credentials.

In 2017, the US Funnelback hosted environment recorded 1 minute of downtime in the primary servers for the entire year. There has never been a breach of the formal 99.9% uptime guarantee. To formally agree to an SLA of 99.99% this would require a dual infrastructure setup which would double the cost provided.



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## G. Price Proposal

### Pricing Summary

<b>Annual License, Support, Upgrades and Application Hosting</b>	<b>Annual Cost</b>
<u><b>Option One</b></u> 1 Million page / document License Level	Year 1 - \$65,000 Annual Recurring Year 2+: \$65,000
<u><b>Option Two</b></u> 2 Million page / document License Level	Year 1 - \$80,000 Annual Recurring Year 2+: \$80,000
<u><b>Option Three (Recommended)</b></u> 500,000 page / document License Level  VCU Currently has 429,476 documents in your default collection. Based on the addition of 5,000 documents per year you have at least 10 years growth before you need to consider upgrading. This is our recommended option based on your exact needs.	Year 1 - \$45,000 Annual Recurring Year 2+: \$45,000  <b>Recurring fee includes cloud hosting, software, support &amp; upgrades.</b>
<b>Professional Services &amp; Training Options</b>	
Training (once off) – 2.5 Days – See section 10B above for further detail.	\$8,500
Implementation (optional, once off) – 11.5 Days	\$16,718.25



# VCU

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## Pricing Overview

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Pricing incorporates two parts:

1. yearly license subscription
2. professional services to deploy the software and build a search implementation.

## License Subscription

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Every Funnelback customer who purchases a license subscription has access to all aspects of the product without having to spend more budget.

Pricing is based on an annual, flat-fee subscription model, and the fee amount is determined **solely** by the number of URLs, Documents and Records that are included within the search product.

Every License Subscription includes:

- Full product access including:
  - Search Analytics
  - Content Auditor
  - Accessibility Auditor
- Hosting with Funnelback
- Full SLA with a 99.9% uptime guarantee (in practice our track record is in excess of 99.99% uptime)
- 30-day implementation warranty
- Software warranty service
- Access to new product versions
- No restrictions on search query volumes or user accounts
- Access to TERMINALFOUR Help Desk, backed by Funnelback Support
- Hosted solutions include free upgrades to new product versions, monitoring and patching.



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## Support

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Support is based on the same terms and SLA as your current TERMINALFOUR support agreement. In brief upgrades, 24/7 monitoring and business hours application support is included. The cost of support is included in your annual subscription charge.

## Training

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### Once Off Training Cost -

**\$8,500**

The complete Funnelback training schedule lasts 2.5 days. The training is made of several courses a full outline is detailed in the training section of this proposal.

### Funnelback Foundations – 0.5 days duration

Ideal for marketing and communication staff, content authors  
Topics details: <https://www.funnelback.com/training/funl-101>

### Funnelback for Implementers – 1 day duration

Ideal for front end developers, user experience professionals  
Topics covered: <https://www.funnelback.com/training/funl-201>

### Funnelback for Advanced Implementers – 1 day duration

Ideal for front end developers, back end programmers  
Topics covered: <https://www.funnelback.com/training/funl-202>



# VCU

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## Optional Implementation

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**Once off Cost**

**\$16,718.25**

**TERMINALFOUR will configure, style and deploy the complete Funnelback Higher Education Product as described in the Work Plan.**

The implementation includes up to 9 collections. A collection is a set of data that has been gathered from a data source, indexed and made available for searching. These sources can be from a URL, XML or a database to be included within the search results. More information about a collection:

<https://docs.funnelback.com/collections/collection-overview/index.html>

This could include the general content pages, courses, degrees, events, staff profiles, Facebook, Twitter, YouTube etc.

The search results are tabbed, separated by type, allowing users to focus their search on a particular collection, or group of collections (e.g. academics, or social media).

The implementation includes up to 6 visual templates for collections, allowing the different types of results to be presented using different layouts. For example, profiles could have the photograph, name, job title, email address and phone number. Courses could have the name, duration, faculty and level. There is time for customization of these layouts to suit the content on the website, and to suit the website design.

The implementation also includes up to 3 filters/facets per tab. A facet allows a user to filter the results by a category source for example results by department, results by date or type of content. More information about facets: <https://docs.funnelback.com/15.14/customise/standard-options/faceted-navigation/facet-categories.html>. Different facets would be used for different types of content.



# VCU

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## Appendix One - SWaM

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### APPENDIX I

#### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

#### Definitions

**Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$ 10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.

**Women-owned business** is a business 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 legal resident aliens, and both the management and daily business operations are controlled by one or more women

**Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals 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 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is

regarded as such by the community of which this person claims to be a part.

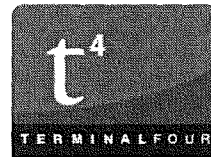
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory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





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

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women- Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

**SWaM Subcontracting Plan:** *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

**Commitment for utilization of DSBSD SWaM Businesses:**

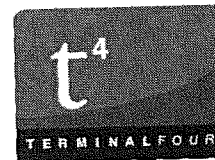
  0   % of total contract amount that will be performed by DSBSD certified SWaM businesses.

**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Email \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Firm \_\_\_\_\_  
 Name Printed: \_\_\_\_\_



# VCU



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Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By : 

*(Signature)*

Title: CEO

Name Printed: Piero Tintori

Email: Piero.Tintori@terminalfour.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.



# VCU

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## Appendix Two Invoicing & Payment

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### APPENDIX II INVOICING AND PAYMENT

#### Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

#### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

#### Payment Methods

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later.



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Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

**Contractor must indicate the method of payment selected:**

- Commercial Card Payment (Wells Fargo VISA)
- Automated Clearing House (ACH)

**Invoicing and Payment Method Acknowledgement:**

Signature:

Name Printed: Piero Tintori

Title: CEO

Name of Firm: TERMINALFOUR

Date: 05.16.2018

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: t\_ Zac Adams

Title: Assistant Accountant

Mailing address: t\_ 50 Milk Street Boston MA 02109

Email address: [accounts@terminalfour.com](mailto:accounts@terminalfour.com)

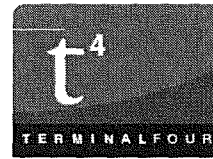
Phone number: 617-500-9171

Fax number: 857-305-3164



**VCU**

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**APPENDIX Three Exceptions**

**EXCEPTIONS**

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

TERMINALFOUR accepts the terms & conditions supplied by VCU without exception. As these terms do not cover commercial aspects such as service level agreement we have attached our standard subscription agreement. There may be elements of this agreement you may wish to include but we accept that the terms and conditions provided by VCU override any conflicting terms in our subscription agreement.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION



# VCU

VIRGINIA COMMONWEALTH UNIVERSITY



## Appendix Four: Proprietary or confidential information

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Information pertaining to the below functions are proprietary to Funnelback and unique in the market. TERMINALFOUR kindly requests that these sections be kept in commercial confidence as well as other parts of the proposal that contain personally identifiable information:

- Signature of Piero Tintori p6 and other signatures within document.
  - Product technical specification p11 - 26
  - Ability to tune the relevancy of results - p.18
  - Personalization of Search Results - p.20-21
  - Social Media - p.32
- Personal information relating to team members: p34 - 38
- References (contains contact details of existing customers whom have only granted the authority to share their information with VCU directly) - p40, 41,42
- Proposed Solution (Higher Education Site Search Product) - p.43



**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
Search/ Insights Engine Tool  
#7991023AA**

**OFFER FORM**

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

**A. GENERAL INFORMATION:**

Name & Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ By (Signature In Ink): \_\_\_\_\_  
 \_\_\_\_\_ Zip Code \_\_\_\_\_ Name Typed: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_  
**Toll free, if available** **Toll free, if available**  
 DUNS NO.: \_\_\_\_\_ FEI/FIN NO.: \_\_\_\_\_

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS: ( ) YES ( ) NO WOMEN-OWNED: ( ) YES ( ) NO  
 REGISTERED WITH eVA: ( ) YES ( ) NO SMALL BUSINESS: ( ) YES ( ) NO  
 VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO VIRGINIA DSBSD CERTIFICATION#: \_\_\_\_\_

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <i>add an attachment sheet to this form with details.</i>	<b>See Paragraph X for more information</b>
--	---

**D. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date
Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date

**Affix this Form as the FIRST PAGE of your proposal.**



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## I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for a new web content search / insights engine tool at Virginia Commonwealth University (VCU). This new tool will replace an existing application that will no longer be offered starting in 2019.

Term: The initial contract term shall be three (3) years, with the option of up to two (2) one-year renewals, to be executed upon mutual signed agreement of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes.

- C. OPTIONAL-USE CONTRACT: The resulting contract will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its 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 VCU.

## II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 216 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, and 28 graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools," including the No. 1 ranked sculpture and nurse anesthesia programs. As one of the nation's top research universities, VCU attracts more than \$255 million a year in sponsored research funding.

VCU Medical Center is one of the nation's leading and Central Virginia's only academic medical center. It includes the 865-bed MCV Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician-faculty, and the health sciences schools of VCU.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 18,650 employees, including almost 2,000 full-time instructional faculty — many of them nationally

and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be \$3.6 billion in annual spending that supports 43,705 jobs.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball's run to the Final Four in 2011.

### **III. PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held at 10:00 a.m. on May 2, 2018 at the:

**VCU Procurement Office  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, VA 23284**

**For directions and paid parking information visit:**

<https://parking.vcu.edu/parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to [aranthes@vcu.edu](mailto:aranthes@vcu.edu) prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
  - 866-842-5779 (United States and Canada)
  - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

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### **IV. STATEMENT OF NEEDS**

VCU hosts over 800 various websites on a system of distributed infrastructure. Most of VCU's web presence is located on subdomains of vcu.edu. Currently, VCU's web content is primarily authored using TerminalFour's Site Manager web content management system. Additionally, VCU hosts a variety of web technologies and platforms including WordPress, Atlassian's Confluence and custom web applications. VCU also authors content to various social media platforms such as Facebook, Twitter and Instagram.

The system that VCU currently utilizes is a pair of Google Search Appliances (GSA). The GSAs are hosted onsite and set up in a primary/ failover configuration. The GSAs continually crawl and index web content from VCU's public and private websites. They also provide a frontend for website visitors to navigate website content based on submitted search queries. In the current configuration, one GSA crawls web content, indexes web content and serves results while the second is used only as a failover of the first node.

On a daily basis, VCU receives millions of website visitors and the GSAs perform thousands of search queries.

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

- A. VCU requires a new search / insights engine tool that will be used to index web content and serve web content results based on search queries submitted by website visitors.

The solution must be fully implemented by October 1, 2018 and meet the deliverable targets in VCU's implementation schedule:

- a. Train VCU search administrators (5 people) - June 29, 2018
- b. Complete initial scan of web properties - July 6, 2018
- c. Complete initial configuration of tool - July 6, 2018
- d. Provide consultation when tuning the relevancy of results - October 1, 2018

The new tool must include the following features:

- 1. **Cloud Hosted.** The system must be able to be hosted and supported by the vendor. Preventative monitoring and alerts must be used by the vendor to spot potential system incidents. Website visitors must be able to use the system at all times. The vendor must have a proven track record of satisfactory system uptime and network latency.

The vendor should utilize distributed infrastructure. Dedicated hardware should be used to crawl and index web content while a separate set of hardware should be used to serve results to web visitors. VCU aims to eliminate degradation of the system's performance as a result of an action taken on one piece of the solution.

The vendor should perform a regular backup strategy and have a documented plan in case a failover to a backup system is necessary.

- 2. **Web Browser Administration.** A graphical user interface must be included so that VCU employees can remotely use the tool remotely through a modern web browser. The interface of the system must be available via HTTPS. The language used in the user-interface must include English as a default.

- 3. **Crawl and Index Website Content.** The system must have the ability to intelligently crawl and index VCU's website content based on user defined configurations. The system should have the ability to crawl content from three different sources:

- 1. Public web content such as a marketing website about VCU's School of the Arts.
- 2. Private web content that is restricted behind a firewall or authentication system such as an intranet or communication portal. In most cases VCU uses Apereo CAS to restrict access for this purpose.
- 3. Content stored in a database such as VCU's course catalog or staff directories.

As VCU's content is always changing, the system must have the ability to crawl and index web content on a continuous basis. The ability to crawl and index web content based on a triggered event from a user or from a third party system (e.g., a web content management system publish) may also be available. Currently VCU uses TerminalFour's Site Manager as its main web content management system.

The system must have the flexibility to separate out the index into different groups or collections based on the organization's growing needs.

4. **Ability to Modify the Index.** Users must have the ability to modify the index of crawled web content and the displayed results. This ability includes the functions of immediately removing content from the index of results presented to website visitors.
5. **Ability to Curate Results.** The system should have the ability for users to curate and organize search results presented to website visitors. This includes the ability to define popular queries, recommended queries, promote specific queries, bias results based on popularity and define keyword synonyms. System users should be able to adapt and fine tune the relevancy of results which will be reflected immediately when users perform a search.
6. **Display Search Results.** The system must include the ability to present the indexed web content to website visitors based on submitted search queries. The results must be displayed to the website visitor within one second of the request.

The system should have the ability to offer spelling suggestions and autocomplete an inquiry when users are submitting search queries. Granting website visitors the ability to perform advanced query construction through patterns and syntax such as quotes, booleans, etc. is also something the system should have the ability to do.

Website visitors may have the ability to sort search results based on relevancy of date.

The system should have the ability to produce search results based on a website visitor's role, group or permission. For example, a student visitor may not be shown search results of content pertaining to faculty members. Additional proactive search capabilities the system may include are results based location proximity (e.g. buildings or events) or what type of device a website visitor is using to search.

The system should be able to match displayed search results to an existing website's design template. VCU produces web content using a wide variety of web technologies such as HTML, CSS, Javascript, .Net, Perl, PHP, Python, and Ruby. The search input and results should be able to be integrated into all of VCU's services, despite the technology.

The system should have the ability to support multiple output formats of search results such as html, xml, and json.

7. **User Roles and Groups.** The system must include the ability to grant administrative privileges and access to users based on user roles and user group. The system may include the ability to create unlimited groupings of users. The system must include at least three level roles based on the following:
  1. Super administrator role
  2. A technical role for webmasters or developers
  3. A nontechnical, content creator or marketing role

System users may be able to sign into the application via the organizations' single sign on (SSO). VCU uses Apereo's CAS for single sign on which accepts the following authentication protocols: CAS, SAML 1, and SAML 2.0. Based on credentials from the organization's central people directory (LDAP), system users may be able to be imported into and removed from the application on an automatic schedule.

8. **Security.** The system must have a secure web interface only accessible via HTTPS on TLS 1.2. If TLS 1.2 is not supported by the user's browser, the connection will be downgraded to TLS 1.1 or 1.0. Redundant firewalls and infrastructure must be in place to guard the service from disruption or failure.

The data must be stored in the United States of America.

The data in the administration section of the tool must only be available for authenticated users.

All search requests to and from the system should be delivered across secured protocols. The system should have a dedicated IP address or IP address range to allow VCU to whitelist requests to the network.

9. **Reporting, Audits, and Analytics.** The system should provide the ability to generate multiple reports based on inherited access from a user's roles and/ or groups. Reports should be able to be generated based on time selection such as hour, day, week, month or custom date range. Reports should include the ability to compare multiple time scales, such as searches this month compared to last month.

VCU uses Google Analytics and Matomo for website analytics. The solution may have the ability to integrate with these products to provide a better understanding of visitor behavior while using VCU's web properties.

System administrators should have the ability to audit actions taken in the system.

10. **Support and Training.** The system must have available documentation, user guides, and should have training modules and technical support options. VCU seeks additional implementation consultation during the initial installation.

The system must have a dedicated support portal to provide VCU with a timely communication method to contact the vendor with requests or incidents. The portal must include the ability to allow VCU search administrators to submit support tickets of different severity levels with clear expected response times. The vendor must also use the communication portal to alert VCU search administrators of any upgrades, changes or emergency downtime. The portal must have the ability to send communication updates via email.

The vendor should have a public status page to communicate system outages or performance issues.

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11. **Social Media.** The system may have the ability to integrate multiple social media accounts from popular networks such as Facebook, Twitter, and Instagram.
  12. **Developer API.** The system may have an available developer API that allows access and / or actions to be taken by third party systems or events.

#### B. **Procurement Requirements**

1. Freight terms shall be F.O.B. Destination/Prepaid with inside delivery; additional charges shall not be allowed.
2. The terms and conditions of the RFP govern the resulting contract and not the Contractor terms and conditions or license agreement.

3. The proposal prices shall include all costs for the equipment and services including all applicable freight and travel and living expenses; extra charges will not be allowed.

**V. THE REQUEST FOR PROPOSALS PROCESS – GENERAL**

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

**VI. PREPARATION OF WRITTEN PROPOSALS - GENERAL**

- A. Offerors shall submit:
  1. **Required Forms:** The following forms must be completed and returned with the proposal
    - a) The Offer Form on Page 2 of the RFP
    - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
    - c) Fully completed Appendix II.
    - d) All forms must be executed by an official representative of the Offeror.
  2. **Hard Copy and Electronic Copy of Entire Proposal**
    - a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, and
    - b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

**VII. SUBMISSION OF PROPOSALS**

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.

- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelope or box used to deliver proposals. Example:

From:

Name of Contractor	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code +4	RFP Title	
Name of Contract/Purchase Officer or Buyer: _____		

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

**VIII. PROPOSAL RESPONSE FORMAT**

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References



A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e.,how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan to include the following supplemental questions:
  - a. How often are web pages indexed with your product?
  - b. How are authenticated web pages indexed and results protected?
  - c. Please provide statistics on your system's uptime for the past year.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment Unless the firm is a DSBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in Appendix III: Exceptions.

G. Price Proposal Option 1: Based on 1 million document licenses, 50 VCU users with access to the system's backend, or 100,000 total search queries per month

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

Software License and Maintenance for 3 years \_\_\_\_\_

Pricing for renewal year 4 \_\_\_\_\_

Pricing for renewal year 5 \_\_\_\_\_

Total \_\_\_\_\_

Price Proposal Option 2: Based on 2 million document licenses, 100 VCU users with access to the system's backend, or 200,000 total search queries per month.

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

Software License and Maintenance for 3 years \_\_\_\_\_

Pricing for renewal year 4 \_\_\_\_\_

Pricing for renewal year 5 \_\_\_\_\_

Total \_\_\_\_\_

**IX. ALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):**

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

**Offerors must submit complete Appendix I (see section XIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.**

**Use of Subcontractors:** If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts.

**Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

**SWaM REPORTING AND DELIVERY REQUIREMENTS:**

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University  
Procurement Services Office  
Attn: SWaM Coordinator  
912 W. Grace Street, POB 980327  
Richmond, VA 23284  
Email: [swamreporting@vcu.edu](mailto:swamreporting@vcu.edu)

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

**X. ADDENDA**

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

**XI. PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION**

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. ~~Include as the first section of the proposal a written notice that identifies by section and~~  
page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not

acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

**XIII. LATE PROPOSALS**

To be considered for selection, proposals must be received by the issuing office 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 issuing office. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

**XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS**

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 solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: April 26, 2018.

**XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:**

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

**XVI. ORAL PRESENTATIONS**

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations
- B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

**XVII. BEST AND FINAL OFFERS (BAFO):**

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, ~~no further negotiations shall be conducted with the Contractor(s).~~ The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

**XVIII. QUALIFICATIONS OF OFFERORS:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the

Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**XIX. CANCELLATION OF SOLICITATION**

The University may cancel this Request for Proposals 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.

**XX. EVALUATION CRITERIA**

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

**EVALUATION CRITERIA**

Qualifications and Experience	35%
Methodology/Approach	35%
Pricing Schedule	25%
SWaM Status/Utilization*	5%

*\*Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

**XXI. AWARD OF CONTRACT**

- A. 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.
- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. Should the Commonwealth 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 the solicitation and the Contractor's proposal as negotiated.
- D. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

**XXII. GENERAL TERMS AND CONDITIONS**

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed

electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. APPLICABLE LAW 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 all applicable federal, state and local laws, rules and regulations.

C. 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). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
  - b. 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.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. 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.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, 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.

F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to 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 the Commonwealth of Virginia under said contract

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state 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, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. 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 by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. 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 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).

b. 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.

c. 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.

d. 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.

e. 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).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

(1) 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

(2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. 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 2. 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.

K. PRECEDENCE OF TERMS: Paragraphs A-J 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.

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

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

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

1. 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.



2. The Purchasing Agency 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 services to be performed, 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 the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. 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 the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and 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 the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's 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 the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 the Commonwealth may have.

Q. TAXES: Sales to 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 usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. 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 the public body, in its sole discretion, determines to be the 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 identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth 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.

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes 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.

T. 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 contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: 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 violation 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.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. 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.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), 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 the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its

duties under this agreement for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall 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. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services  
Virginia Commonwealth University  
912 West Grace, 5th Floor  
Richmond, VA 23284

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VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement System (VA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

### **XXIII. SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- C. **CERTIFIED TEST REPORT:** Each Offeror shall provide a copy of a certified test report with their proposal. The certified test report shall be from a recognized independent testing laboratory or ~~manufacturer's quality control laboratory showing all test results and full compliance with the~~ appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report.
- D. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- E. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

- F. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- H. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- I. 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.
- J. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for two (2) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- K. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. WARRANTY (COMMERCIAL): ~~The Contractor agrees that the supplies or services furnished under~~ any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- M. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- N. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to

insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.

- O. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- P. GRAMM-LEACH-BLILEY ACT:  
The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.
- Q. IDENTIFICATION CARDS:  
All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/myid.html>. Contractor's employees must wear their VCU identification when they are on VCU property.

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## XXIV.SPECIAL TERMS AND CONDITIONS INFORMATION TECHNOLOGY

### A. DEFINITIONS:

1. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Offeror under this agreement.
2. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health

Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

3. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
4. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
5. "Services" means any goods or services acquired by the University of Virginia from the Selected Firm/Offeror.
6. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

**B. RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA:**

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm/Offeror has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

**C. INTELLECTUAL PROPERTY DISCLOSURE/ RIGHTS:**

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Selected Firm/Offeror (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
2. Selected Firm/Offeror warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Firm/Offeror agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the Offeror that the University is licensing under this agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the Offeror, and seeks ownership rights only to the extent Offeror is being engaged to develop certain intellectual property as part of its services for the University.



3. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

D. DATA PRIVACY:

1. Selected Firm/Offeror will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.
2. University Data will not be stored outside the United States without prior written consent from the University.
3. Selected Firm/Offeror will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Offeror obligations under this agreement. Selected Firm/Offeror will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
4. The following provision applies only if Selected Firm/Offeror will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Offeror acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Offeror agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Offeror will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

E. DATA SECURITY:

1. Selected Firm/Offeror will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Offeror's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Offeror warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
2. If the Selected Firm/Offeror stores Personally Identifiable Information as part of this agreement, the Selected Firm/Offeror warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
3. Selected Firm/Offeror will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

F. DATA AUTHENTICITY AND INTEGRITY:

Selected Firm/Offeror will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will

be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

G. SECURITY BREACH:

1. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Selected Firm/Offeror will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Offeror will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
2. If Selected Firm/Offeror will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Offeror will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/Offeror.

H. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:

1. Except as otherwise expressly prohibited by law, Selected Firm/Offeror will:
  - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Offeror seeking University Data;
  - consult with the University regarding its response;
  - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
  - upon the University's request, provide the University with a copy of its response.
2. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Offeror, the University will promptly provide a copy to Selected Firm/Offeror. Selected Firm/Offeror will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

I. DATA TRANSFER UPON TERMINATION OR EXPIRATION:

1. ~~Upon termination or expiration of this agreement, Selected Firm/Offeror will ensure that all~~ University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Offeror shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Offeror agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Offeror might have transferred University data. The Selected Firm/Offeror agrees to provide documentation of data destruction to the University.

2. Selected Firm/Offeror will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Offeror's facilities to remove and destroy University-owned assets and data. Selected Firm/Offeror shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Offeror will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm/Offeror will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

J. AUDITS:

1. The University reserves the right in its sole discretion to perform audits of Selected Firm/Offeror at the University's expense to ensure compliance with the terms of this agreement. The Selected Firm/Offeror shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Offeror must create, obtain, transmit, use, maintain, process, or dispose of University Data.
2. If the Selected Firm/Offeror must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Offeror as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Offeror will at its expense conduct or have conducted at least annually a:
  - American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Offeror's security policies, procedures and controls;
  - Vulnerability scan of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
  - Formal penetration test of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

Additionally, the Selected Firm/Offeror will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, the Selected Firm/Offeror to perform additional audits and tests, the results of which will be provided promptly to the University.

K. COMPLIANCE:

1. Selected Firm/Offeror will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm/Offeror personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Offeror upon request.
2. Selected Firm/Offeror warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
3. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Selected Firm/Offeror service provided to the University, the Selected Firm/Offeror will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.

L. NO END USER AGREEMENTS:

This agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm/Offeror. In the event that the Selected Firm/Offeror enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this agreement shall apply.

M. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

N. 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:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. 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;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. 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 access software and peripheral devices.

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

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

O. SURVIVAL:

The Selected Firm/Offeror's obligations under Section I shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

**XXV. ATTACHMENTS:**

*See below*

APPENDIX I  
PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND  
BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

**Definitions**

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business 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 legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals 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 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
  2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
  3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
  4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

**SWaM Subcontracting Plan:** *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

**Commitment for utilization of DSBSD SWaM Businesses:**

\_\_\_\_\_ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By (*Signature*):

Name Printed:

Title:

Email:

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

APPENDIX II  
INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

**Payment  
Methods**

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be



made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

**Contractor must indicate the method of payment selected:**

Commercial Card Payment (Wells Fargo VISA)

Automated Clearing House (ACH)

**Invoicing and Payment Method Acknowledgement:**

Signature:

Name Printed:

Title:

Name of Firm:

Date:

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Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

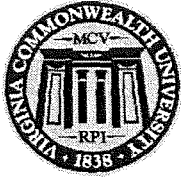
Name of the individual: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

Email address:

Phone number:

Fax number:





# VCU

# Procurement Services

## RFP - Addendum

DATE: April 30, 2018

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7991023AA

Commodity/Title: Search/ Insights Engine Tool  
Issue Date: April 20, 2018  
Proposal Due: May 18, 2018  
Pre-Proposal Conference: May 2, 2018

The following questions have been submitted:

**Question:** Are we looking for technology that provides the capability to do “natural language searches”?

**Answer:** The "Search / Insights Engine" solution VCU is attempting to procure is not targeted at a single product. The term "insight engine" is meant to be used in this RFP as an improved search mechanism that features advanced web search functionality allowing websites to present targeted search results to visitors. VCU will choose a new product based on vendor provided solutions offered in this RFP request. Details about VCU's current search solution can be found in IV. Statement of Needs.

**Question:** Whether companies from Outside USA can apply for this?  
(like, from India or Canada )

**Answer:** There are no requirements for submittal regarding the home base of the firm. However, the storage of data outside of the United States is not acceptable. Any proposal that involves the access to data by Non-US Nationals will have to be reviewed by the VCU export officer. The vendor is responsible for complying with U.S. Export Control Laws, including but not limited to the Export Administration Regulations (15 C.F.R. Parts 730 to 774) and the International Traffic in Arms Regulations (22 C.F.R. Parts 120 to 130). The vendor agrees to obtain any required permission under the regulations to complete the work outlined in the solicitation.

**Question:** Whether we need to come over there for meetings?

**Answer:** Meetings and training can be done remotely during normal business hours in the U.S. Eastern timezone.

**Question:** Can we perform the tasks (related to RFP) outside USA?  
(like, from India or Canada)

**Answer:** The storage of data outside of the United States is not acceptable. Any proposal that involves the access to data by Non-US Nationals will have to be reviewed by the VCU export officer. The vendor is responsible for complying with U.S. Export Control Laws, including but not limited to the Export Administration Regulations (15 C.F.R. Parts 730 to 774) and the International Traffic in Arms Regulations (22 C.F.R. Parts 120 to 130). The vendor agrees to obtain any required permission under the regulations to complete the work outlined in the solicitation.

**Question:** Can we submit the proposals via email?

**Answer:** Please reference RFP Section V., The Request for Proposals Process- General. Electronic submissions shall not be accepted.

**Question:** Is there a budget for this initiative?

**Answer:** Previous budgets have allocated \$20,000 per year for a search solution. The max VCU can spend for a new search / insights engine solution is \$49,999.

**Question:** What are your Disaster Recovery (DR) requirements for the GSA?

**Answer:** VCU currently uses two GSAs in a primary / failover configuration. In a disaster scenario we would have to repoint the search.vcu.edu DNS to the failover GSA. VCU is hoping to improve our DR position with this new tool. VCU would like a vendor that can guarantee at least a "four nines" (99.99%) annual uptime SLA.

**Question:** How many GSAs are used today and in what configuration?

**Answer:** Please see the second paragraph under IV. STATEMENT OF NEEDS. VCU currently uses two GSAs in a primary / failover configuration.

**Question:** Are you using the GSA in Active/Passive or Cluster mode today?

**Answer:** VCU is using the current GSAs in a Active/Passive mode.

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**Question:** ~~Would you require GSA to SearchBlox migration services for UI and config migration?~~

**Answer:** VCU requires training and consultation on setting up the configuration for the new service but does not require migration services for the visitor facing front-end UI.

**Question:** What connectors are used with the GSA today?

**Answer:** None.

**Question:** What security (if any) is implemented with the GSA today?

**Answer:** VCU can disclose this information with the winning vendor.

**Question:** Do you use GSA KeyMatch feature?

**Answer:** Yes, VCU currently has 37 keyword matches on our primary search frontend.

**Question:** Do you use XML search results output from GSA or use the XSLT based front-ends?

**Answer:** VCU primarily uses the XSLT based front-ends.

**Question:** Which models of the GSA is in use today?

**Answer:** VCU is using two 7.6 model GSAs.

**Question:** Can you export the GSA config and provide to us?

**Answer:** VCU can export this information to the winning vendor.

**Question:** How many queries per minute/day/month are you seeing in the GSA console?

**Answer:** VCU receives about 10 queries per minutes. On a daily basis, VCU's GSAs perform thousands of search queries.

**Question:** Do you use GSA's Document Preview feature?

**Answer:** VCU is not currently using the GSA's Document Preview feature.

**Question:** Do you use GSA's Document Translate feature?

**Answer:** VCU is not using the GSA's Document Translate feature.

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**Question:** Do you use GSA's OneBox feature?

**Answer:** VCU is not using the GSA's OneBox feature.

**Question:** Can you provide the urls to the frontends/UIs in use on the public facing sites where GSA is being used?

**Answer:** <http://search.vcu.edu/>

[http://search.vcu.edu/search?q=cancer&Search.x=0&Search.y=0&query=&proxystylesheet=massey&output=xml\\_no\\_dtd&client=massey&sitesearch=massey.vcu.edu&sort=date%3AD%3AL%3A1%3A1](http://search.vcu.edu/search?q=cancer&Search.x=0&Search.y=0&query=&proxystylesheet=massey&output=xml_no_dtd&client=massey&sitesearch=massey.vcu.edu&sort=date%3AD%3AL%3A1%3A1)

[3Ad1&entq=3&oe=UTF-8&ie=UTF-8&ud=1&site=massey](http://search.vcu.edu/search?q=twins&query=&proxystylesheet=matr&output=xml_no_dtd&client=matr&sort=date%3AD%3AL%3Ad1&entq=3&oe=UTF-8&ie=UTF-8&ud=1&site=massey)

[http://search.vcu.edu/search?q=twins&query=&proxystylesheet=matr&output=xml\\_no\\_dtd&client=matr&sort=date%3AD%3AL%3Ad1&entq=3&oe=UTF-8&ie=UTF-8&ud=1&site=mtr](http://search.vcu.edu/search?q=twins&query=&proxystylesheet=matr&output=xml_no_dtd&client=matr&sort=date%3AD%3AL%3Ad1&entq=3&oe=UTF-8&ie=UTF-8&ud=1&site=mtr)

<http://search.vcu.edu/search?q=travel&access=p&site=procurement&proxystylesheet=procurement>

[http://search.vcu.edu/search?q=compliance&query=&proxystylesheet=research&output=xml\\_no\\_dtd&client=research&sort=date%3AD%3AL%3Ad1&entq=3&oe=UTF-8&ie=UTF-8&ud=1&site=research-main](http://search.vcu.edu/search?q=compliance&query=&proxystylesheet=research&output=xml_no_dtd&client=research&sort=date%3AD%3AL%3Ad1&entq=3&oe=UTF-8&ie=UTF-8&ud=1&site=research-main)

**Question:** How many documents are indexed in the GSA today and what are your growth requirements for next 3 years?

**Answer:** VCU currently has a 1 million document license. VCU is currently indexing 429,476 documents in our default collection. VCU estimates we will add about 5,000 documents per year.

**Question:** Do you use GSA's Entity Extraction feature?

**Answer:** VCU does not currently use the GSA's Entity Extraction features.

**Question:** Do you use GSA's Cache View feature?

**Answer:** Yes, VCU uses the GSA's cache view feature.

**Question:** Would VCU accept a joint proposal made by the Software vendor and an implementation Partner?

**Answer:** Yes, VCU would accept a joint proposal made by a software vendor and an implementation partner.

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**Question:** Would VCU accept a proposal made by an implementation partner on behalf of the Software vendor?

**Answer:** Yes, VCU would accept a proposal made by an implementation partner on behalf of the software vendor.

**Question:** Does VCU absolutely require for this specific RFP an HIPAA compliant service because this will affect our price?

**Answer:** VCU will not be including HIPAA related data in our search index, therefore the service does not need to be HIPAA compliant.

**Question:** Does VCU absolutely require for this specific RFP a PCI compliant service because we aren't PCI compliant?

**Answer:** VCU will not be including PCI related data in our search index, therefore the service does not need to be PCI compliant.

**Question:** Does VCU absolutely require for this specific RFP a service compliant with the following act or certifications: Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations?

**Answer:** If the laws are relevant to the service it will provide to the University then it is required.

**Question:** Does VCU absolutely require for this specific RFP a review of the General and Special Terms and conditions? We are unable to provide a review of your General and Special Terms and conditions as part of its RFP response. We do not object to incorporating your general or special terms as part of any agreement between our organizations, but we will not be able to provide redlines this early in your evaluation process. If we are chosen as a finalist, we would be pleased to review the general and special terms at that time and will not let such review get in the way of meeting your timeline

**Answer:** All proposals will be evaluated. Proposals lacking significant information may receive a lower evaluation.

**Question:** Is the GSA currently used to index both secured and public content?

~~**Answer:** The current GSAs are used to index only public content.~~

**Question:** Is the GSA currently used to index the database content (course catalog, staff directories)? If so, is this done via a "crawl" or a Feed?

**Answer:** The current GSAs are not used to index database content.

**Question:** How many authenticated users would be able to search the secured content? And how is that content secured? On a user or group level? And is document-level security required? How are permissions handled for this secured content? Via LDAP, for example?

**Answer:** VCU has about 32,000 students and 10,000 employees who would be able to search secured content. Content is secured using a web server's implementation of Jasig's Central Authentication Service.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,  
Amy Anthes

Phone: (804) 828-1070

---

Name of Firm

---

Signature/Title

---

Date

---





# VCU

## Procurement Services

### RFP - Addendum

DATE: May 7, 2018

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7991023AA

Commodity/Title: Search/ Insights Engine Tool  
Issue Date: April 20, 2018  
Proposal Due: May 18, 2018  
Pre-Proposal Conference: May 2, 2018

The following questions have been submitted:

**Question:** On page 8 of the RFP under Support and Training, what are the expectations of the requested "portal"?

**Answer:** The portal should allow VCU Search/ Insight Tool administrators to submit questions about the product directly to the vendor. The portal should show open and closed questions. Examples of uses for the portal could be how to do something with the product or alert the vendor of a potential problem with the product.

**Question:** On page 8 of the RFP under Social Media, please specify and give an example of the type of social media integration you are seeking.

**Answer:** VCU envisions a tool that aggregates our social media posts from various platforms into the searchable index. Our most popular social media platforms and accounts are:

<https://www.facebook.com/viriniacommonwealthuniversity/>

<https://twitter.com/VCU>

<http://instagram.com/vcu>

The following information was provided during the pre-proposal:

- The timeline is flexible
- We expect training to take 1-5 days. An initial functional training on a hosted environment, and a second training when the instance is live. Training can be separated out as a different line item in the proposal since it will not be part of the re-occurring licensing fee.

- We currently did one bulk index during the initial setup years ago, then continuous indexing
- Indexing is not currently triggered by a CMS publish.
- We do have a relationship with AWS/ Azure
- Price training as a daily rate
- We are open to either a cloud or on premise solution, but prefer a cloud solution.
- VCU is planning to do the migration of templates after being trained
- Our current level of ADA compliance is WCAG 2.0 AA
- Price the one time set-up and installation as a separate line item
- The data must be hosted in the United States
- If your solution includes AWS, include that cost in your pricing
- Document level security with CAS is handled on the web server

Add the following language to the Table of Contents:

Section XXIV. Special Terms and Conditions Information Technology.....n.....25

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,  
Amy Anthes

Phone: (804) 828-1070

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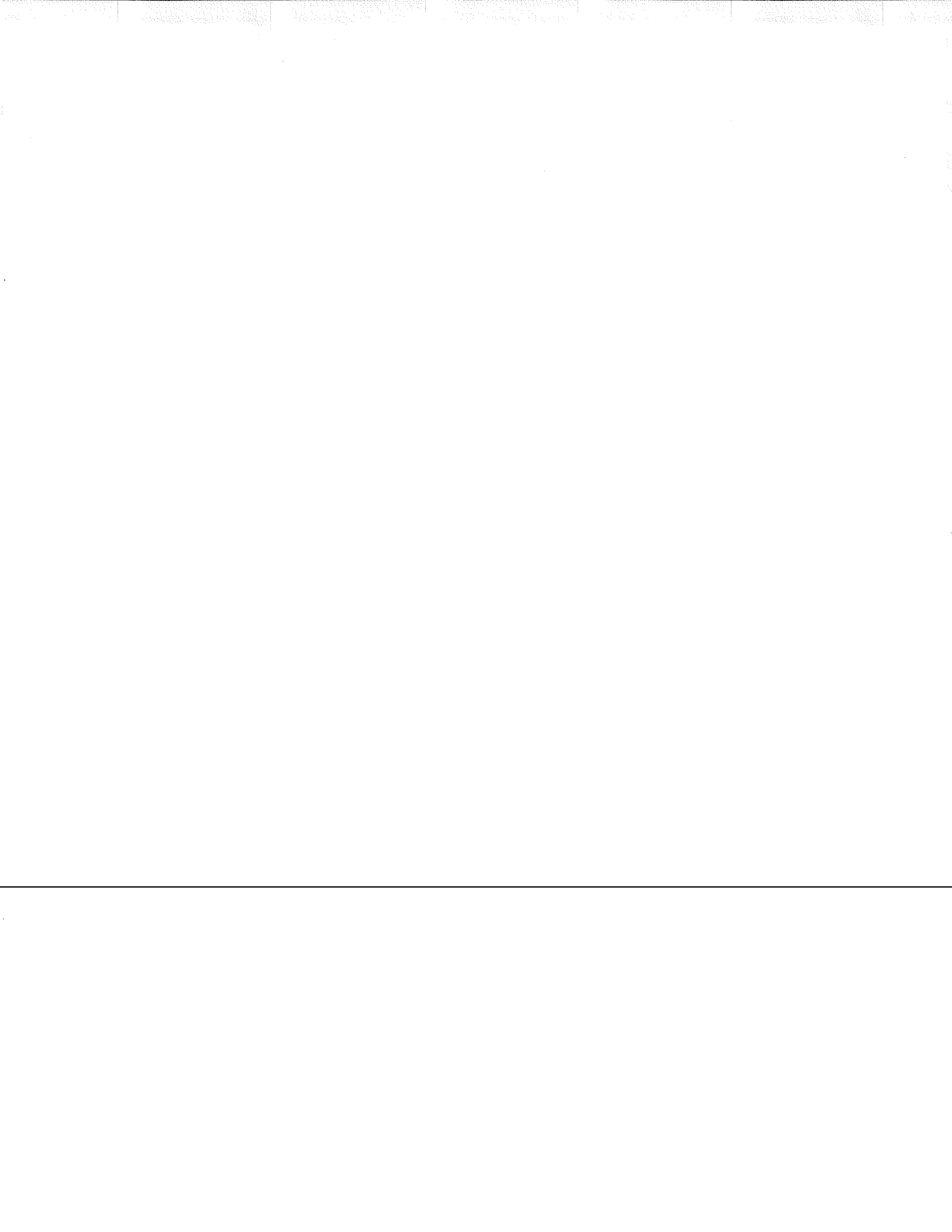
Name of Firm

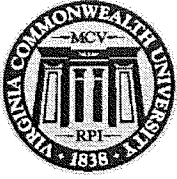
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Signature/Title

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Date





# VCU

# Procurement Services

## RFP - Addendum

DATE: May 8, 2018

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7991023AA

Commodity/Title: Search/ Insights Engine Tool

Issue Date: April 20, 2018

Proposal Due: May 18, 2018

Pre-Proposal Conference: May 2, 2018

The following questions have been responded to:

**Question:** Can a sitemap be produced for us to index TerminalFour?

**Answer:** Each individual website produced by TerminalFour can produce a site specific sitemap.

An example of our VCU Technology Services sitemap being generated by TerminalFour is available at: <https://ts.vcu.edu/sitemap.xml>

**Question:** Under "Statement of Needs", there is an ask to index "custom web applications" – is a list available?

**Answer:** A list can be provided to the winning bidder, but VCU envisions applications such as our VCU News (which is managed by a custom application and associated database) to be index.

NO further addenda are anticipated.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,  
Amy Anthes

Phone: (804)828-1070

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Name of Firm

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Signature/Title

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Date

