

COMMONWEALTH OF VIRGINIA

PIEDMONT VIRGINIA COMMUNITY COLLEGE

501 COLLEGE DRIVE

CHARLOTTESVILLE, VIRGINIA 22902

**REQUEST FOR PROPOSALS
(SEALED PROPOSAL)**

PROPOSAL NUMBER

PVCC-DJR-092012

FOR

WEB SITE REDESIGN

CLOSING DATE/TIME

OCTOBER 15, 2012

2:00 P.M.

Issue Date: September 7, 2012
RFP Number: PVCC-DJR-092012
Title: Web Site Redesign
Commodity Code: 91596
Issuing Agency: Commonwealth of Virginia
Piedmont Virginia Community College
Purchasing Office, Room 236
501 College Drive
Charlottesville, VA 22902

Sealed Proposals Will Be Received Until: October 15, 2012, 2:00 p.m. local time at issuing agency address above.

Pre-Proposal Conference: No Pre-Proposal Conference is scheduled.

Any and all inquiries/questions regarding this solicitation must be directed only to: Doris Roach, Buyer, by the deadline of 4:30 P.M. on October 1, 2012. Response to inquiries/questions will be issued in an Addendum, if needed, on or before October 5, 2012.

Email: droach@pvcc.edu Phone: (434)961-5210 Fax: (434) 961-6554

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Address Shown Above

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

By: _____

Signature In Ink

Name/Title: _____

Email: _____

Telephone No. _____

eVA Contractor ID or DUNS Number _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with a qualified firm for the purchase of services to create the redesign, structure, top-level content and a non-proprietary content management system for the Web site of Piedmont Virginia Community College (PVCC).

PVCC's current Web site at www.pvcc.edu is outdated in appearance, structure, navigation and presentation of content. PVCC seeks a branded Web site that is smaller and easier to navigate, better reflects its mission, offers a more intuitive experience for users, and incorporates the latest technology and multimedia. Upon completion of the Web site, PVCC will assume full responsibility for Web site hosting, content, maintenance and administration.

II. Background

PVCC is a public institution of higher education located in Charlottesville, Virginia. The college has a main campus and two smaller education centers in its service region. It primarily serves the city of Charlottesville and counties of Albemarle, Buckingham, Fluvanna, Greene, Louisa and Nelson in Central Virginia. Through distance learning, PVCC has broader outreach. PVCC is one of the 23 community colleges comprising the Virginia Community College System (VCCS). Our student information system, application, registration and payment system are provided through VCCS, and are outside the scope of this project.

A. Audience

The primary target audience for the Web site is prospective students. The second audience is current students. The tertiary audience is student's families, business and industry, alumni, donors, friends of PVCC, current and prospective employees, State and Local Board members, Foundation members, K-12 institutions, partners in education, business, government and other organizations, community leaders, legislators and government officials, members of the media, VCCS officials and peer institutions.

III. PVCC Mission Statement

PVCC's mission is to offer accessible, affordable, high-quality educational programs that promote student success and community vitality. Our mission is achieved through:

- Transfer programs that prepare students for admission to four-year colleges and universities and successful pursuit of a baccalaureate degree.
- Workforce programs that prepare students for employment or promotion in a career and promote a skilled regional workforce by meeting the training and educational needs of employers.
- Rigorous coursework and a full range of academic and student support services that assist students in achieving their educational and career goals.
- Developmental studies courses that prepare students for college transfer and career and technical programs.

- Community service that promotes community involvement, educational access, and opportunities for residents of the region.

IV. Statement Of Needs

PVCC is seeking to redesign its top level, public access Web site and to implant a high quality design as well as a full featured content management solution that will allow for effective and efficient site management.

- A. The contractor shall furnish all labor, materials, resources, etc. to redesign and/or provide Web site development at www.pvcc.edu:
 1. Conversion/redesign of approximately 900 of the College's Web pages into a much smaller site.
 - a. Workforce Services, a sub-brand of PVCC, is included in the redesign (see www.pvcc.edu/instructional_divisions/workforce_services/)
 - b. A staff intranet is included in the redesign; some existing Web site content, such as current faculty and staff sections, will be moved to this intranet.
 - c. The College's fine arts and performance season Web pages are NOT included in the redesign (see www.pvcc.edu/performingarts).
 2. The Web site must integrate with an Active Data Exchange Calendar, MyPVCC, Blackboard, and PeopleSoft version 9.0 (the student information system maintained by the VCCS).
 3. The Web site must integrate with an existing marketing campaign, Find Your Future (see <http://www.pvcc.edu/findyourfuture>)
 4. All application, registration, and payment services are provided through VCCS, and are NOT included in the redesign.
- B. Standards
 1. Site must meet W3C WCAG 1.0, WCAG 2.0 and US Section 508 accessibility standards, and must be easily accessible to novice as well as experienced users.
 2. Site must meet Common Criteria for Information Technology Security Evaluation 3.1.
 3. Site must be compatible with available browsers, including Internet Explorer, Firefox, Opera, Safari, and Chrome.
 4. Site must incorporate responsive web design features. It must be compatible with available mobile devices, including iPhone, iPad, and Android. Site must scale appropriately for devices by using CSS media queries, fluid proportion-based grid templates and flexible images.

5. The use of PVCC's logo and the writing used on the Web site must adhere to PVCC's Branding and Style Manual (see www.pvcc.edu/docs/branding_style_manual.pdf).
6. Site must adhere to PVCC's Web site Policy (see http://www.pvcc.edu/docs/policies/policy_web_site.pdf).
7. Site must be designed with SEO in mind, and meet current SEO standards and best practices.
8. Site must be a balance of text, photos and graphics so that each page loads in 4-8 seconds or less for the average user.
9. Site must not require non-standard plug-ins as a default.
10. Site must run on an Apache Web server using PHP/JavaScript/Perl/MySQL with 100 MB bandwidth.
11. Site must be maintainable using Adobe Dreamweaver and Microsoft Sharepoint Designer.
12. Contractor shall provide recommendations as to platform, to include but not be limited to:
 - a. External or cloud hosting as an option;
 - b. Options that would centralize all content in a Wordpress multi-site;
 - c. Options that use other open or non-proprietary CMS such as Drupal or Joomla.

C: Development

1. Existing database content will be available to the Contractor and can be migrated.
2. Existing logos, photos, and graphics will be provided.
3. A testing server will be provided; the testing server environment will be the same as the production environment – an Apache Web server using PHP/JavaScript/Perl/MySQL. The Contractor will be given VPN access to the testing server.
4. Google Analytics data to guide reorganization will be provided.
5. PVCC Web site surveys and research will be provided.
6. PVCC will be using a combination of about 75 percent existing web text and content and 25 percent new content for which the contractor will need to assist in writing, editing and developing the navigation. The new content will be developed through a collaborative process with staff and faculty and will include new sections for

veterans, for adults who are returning to school and for new students just starting the semester.

7. Contractor must provide a minimum of three design concepts for the PVCC home page and sample second, third and fourth level pages that integrate with the home page designs, with revisions to all concepts accommodated and included in price.
8. Contractor must closely collaborate with PVCC on the organizational redesign of its Web site.
9. Contractor must provide training to PVCC technical staff once the site is completed.
10. Once the site has been completed and accepted by PVCC, the site will be hosted by PVCC. The site will be maintained by PVCC webmaster using Adobe Dreamweaver and Microsoft SharePoint Designer.

D. General Design Guidelines

1. PVCC's logo must appear on the home and subsequent page levels.
2. Design must have an attractive, branded, consistent look and feel throughout the site, and reflect the mission of the College. Photos for the Web site will be provided by PVCC.
3. Design must incorporate use of Cascading Style Sheets to ensure future consistency as well as separation of content and design.
4. Design must use HTML5 and CSS3 and avoid the use of tables for layout purposes.
5. Design must include styles that can be applied to such elements as text, headers and lists, thereby enabling PVCC to create web pages with a consistent look.
6. Design must reduce number of PDFs by integrating information into web pages, and include re-doing pdfs of campus maps and maps that depict rooms in PVCC buildings so these can be viewed optimally online and readability is ensured when printed.
7. The Web site must have the capability to automatically generate a sitemap based upon the current site hierarchy.
8. The Web site should have the ability to automatically redirect users to an exit (splash) message whenever they click on external links within the Web site. The redirection should be able to be turned on or off.
9. The Web site must have a feedback mechanism through which visitors can make comments which will be sent to designated PVCC staff.

10. The site must offer the ability for Web site visitors to bookmark and share content among their favorite social destinations on the web, and incorporate PVCC's social media outlets (Facebook, Twitter, YouTube). Social media icons must appear on the home page and subsequent page levels.
11. The Web site must provide an RSS Feeds feature which allows users to syndicate content from the Web site to their readers such as My Yahoo, iGoogle, My MSN etc.

E. Specific Features

1. *Home Page*

- a. The Web site must have a prominent area on the home page for timely marketing messages with photography to promote services and programs and to highlight PVCC events, classes, announcements and other information that would be especially important to prospective students or other audiences.
- b. The Web site must provide for rotating home page banners.
- d. The home page must have a section for the latest news and announcements.
- e. The home page must facilitate quick and easy access to all major sections of the Web site, and to all the most important and most-used information (as supported by current site usage recorded by Google Analytics). Finding this information should be simple and intuitive.

2. *Navigation*

- a. The navigation must be logical, intuitive and easy for users to find information.
- b. Drop-down menus should be used, as well as other features that help users to quickly understand navigation and locate information with the fewest number of clicks.
- c. Depending on the design, dynamic breadcrumbs may be necessary

3. *Search*

- a. The Web site must provide a site search tool with the ability to find specific content on the Web site.
- b. Key components on the Web site, including a dynamic calendar system, news, newsletters, frequently asked questions, and job postings will have the ability for users to filter through content by category.

- c. The Web site administrator must have the ability to add unlimited categories, rename existing category names, and delete any unused categories from the list. Any changes made from this component list will automatically be reflected on all category functions throughout the Web site.

4. *Emergency Page*

- a. The Web site must facilitate the ability to dynamically display emergency alerts via a special web page.
- b. The emergency page will facilitate up-to-the-minute posts, upload photos to the emergency page, include a section where video can be viewed, and accommodate web streaming of a live news conference. The emergency page should reflect the design of the overall site.

5. *FAQ*

- a. The Web site must provide frequently asked questions (faq) area where web site visitors can browse a list of questions and answers by categories.
- b. Multiple categories must be able to be assigned to each question so that the visitors will be able to find answers based upon the category that best matches what they are looking for.
- c. Staff must be able to submit questions and their associated answers through a simple and centralized interface in the content management system.

6. *Directory*

- a. The Web site should provide a searchable staff and faculty directory that lists all employees with photos as currently offered and departments along with contact information, office hours, etc.

F. Content Management System

1. *Description*

- a. The content management system will allow non-technical PVCC staff to update Web site content on specific pages without compromising the consistent navigation and design of the site.
- b. It will also allow secure administration that authenticates through current active directory, to grant privilege rights to specific users.

- c. It will allow the ability to create multiple blogs. A single blog entry should have the ability to be duplicated in multiple blogs without having to replicate effort.
- d. It will provide tools to develop secure online forms for asking questions, getting feedback, or submitting applications, and capture information in a secure database.
- e. It will provide a job postings component.
- f. Staff must be able to schedule when postings go live on the Web site and when they expire. It will also provide reminders when content should be updated.
- g. It will provide a centralized place where all images used in the Web site are stored. Images should remain archived when deleted to prevent accidental broken links within the Web site.
- h. Photos and images should be automatically scaled and resized along with automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.
- i. It will provide an archive bin to store all content deleted from the Web site and can be restored to the site or saved for archiving purposes.
- j. It will provide for auto archiving of calendar, event and news items.
- k. It will automatically generate appropriate keywords for SEO purposes, and it will also allow users to create custom keywords if desired.

2. User Interface and Functionality

- a. WYSIWYG (What You See Is What You Get) editor that is based upon standard document creation components that allow staff to edit and format text. With the WYSIWYG editor, they can change allowable fonts and formatting such as bold, italics, and underlining.
- b. Users with correct permissions have the ability to upload photos.
- c. Automatic image resizing converts photos and graphics into web-ready images optimized for display on web pages. Images are to be resized by the system upon upload, and files of non-web format such as .bmp and .tiff are automatically converted to .jpg format.

- d. Paste Text from Microsoft Word to make it easier to add content to the Web site while stripping MS Word formatting and converting it to HTML.
- e. Search and Replace component that replaces a word or phrase within the page.
- f. Spell Check to help create content that is free of spelling errors.
- g. Undo, redo, and trashcan tools giving user the ability to recover from mistakes.
- h. Allow standard pages and specific predefined component content to be published ahead of time. In addition, content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system.
- i. Multiple file upload where users can upload multiple files from multiple locations simultaneously.
- j. It will allow single-source web publishing that permits administrators to update a single Web page and reflect those changes on multiple pages throughout the site.
- k. Page hiding which allows staff to hide unpublished pages from public viewing.
- l. Page linking that enables you to easily link to any page in the site or to other sites.

3. *Administration*

- a. The content management system should allow secure, password-protected, browser-based administration for easy management of content.
- b. It will allow administrators to grant management rights to specific users or groups of users. Administration rights can be granted to the entire site or restricted to specific areas or types of content (i.e. by department).
- c. It will allow administrators to implement user permissions, content and security roles with the ability to create, delete, copy, connect, and order pages; the ability to create, delete and edit department and category controls; send email notifications, and manage other user accounts.
- d. It will allow administrators to create a custom role, reflecting any configuration of the permissions listed above, and then assign individual users to that role. Should the site administrator decide to change the settings for any custom role, the restrictions on the users assigned to that role would be updated accordingly.

- e. It will have an approval cycle system where content updates and changes do not go live on the Web site until one or more persons have approved them.

G. Project Timeline: Nine Months

1. Contractor will develop a project schedule in consultation with PVCC to accommodate completion of project within nine months of acceptance of proposal, beginning with the initial consultation.
2. Contractor must report weekly on the progress of the project, and include a summary of the work accomplished during the reporting period, indicating any current problems that may impede performance of the next phase.
 - a. Project schedule should include the following:
 - i. Submission of site outline
 - ii. Submission of three design concepts
 - iii. Approval of design concepts
 - iv. Approval of any revisions of the first three designs
 - v. Development (all phases thereof)
 - vi. Testing (including security and penetration testing)
 - vii. Final approval
 - viii. Staff training
 - ix. Delivery of all files, including work files, to PVCC
 - x. Launching

V. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. General Instructions:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the Offeror.
 - a. One (1) original signed proposal including the RFP, signed coversheet, and signed acknowledgement of any addenda – marked as “ORIGINAL”
 - b. Six (6) duplicate copies of above –each marked as “COPY”

2. Proposal Preparation:

- a. Ownership of all data, materials, and documentation originated and prepared for PVCC pursuant to this solicitation shall belong exclusively to PVCC and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal and paper copies. Additionally, the Offeror must submit a redacted copy of the proposal if invoking said protection.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- b. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- e. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - f. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Offeror Data Sheet, included as Attachment 1 to the RFP, and other specific items or data requested in the RFP.
- 3. A written narrative statement to include:
 - a. Experience in providing the services described herein, particularly noting and listing experience with higher education institutions.
 - b. Names, qualifications and experience of personnel including free lancers and subcontractors to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
 - d. Portfolio of work and URLs of a minimum of three (3) live sites.
- 4. Specific plans and methodology for providing the proposed services including:
 - a. What, when and how the service will be performed.

- b. Creative and strategic approach in redesigning Web sites (cite examples)
 - c. Testing and support plan.
 - d. Communication with PVCC with regard to project progress.
5. References: Provide a minimum of three (3) references for similar type projects. Include reference contact information (address, telephone number, contact person and email address). List the beginning and completion date for project. Provide reference information for any higher education Web site redesign project(s).
 6. Proposed Price. Provide an itemized cost proposal to accomplish the scope of services outlined in this RFP. Proposed cost must encompass all design, production, software acquisitions, training and maintenance necessary for the redesign and/or development of PVCC top level public access Web site. See Section XI. PRICING SCHEDULE.

Proposed price can be a tiered cost approach to recommendations and features, including information on how the requirements will be met.

7. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation.
8. State Corporation Commission Form: Required of all Offerors pursuant to Code of Virginia, Section 2.2-4311.2 subsection B, Title 13.1 or Title 50, an Offeror organized or authorized to transact business in the Commonwealth is required to include in its bid or proposal the identification number issued by the State Corporation Commission (SCC) – Attachment 3.
9. Identification of proposal envelope: The signed proposal should be returned in separate envelope or package, sealed and identified by affixing the label below to the outside of the sealed envelope/package.

<u>SEALED PROPOSAL:</u>	
DELIVER TO PURCHASING OFFICE <u>UNOPENED</u>	
From:	RFP# PVCC-DJR-092012
Name of Offeror	Web site Redesign Services

VI. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals shall be evaluated using the following criteria:

Criteria	Maximum Point Value
Experience and qualifications of personnel assigned to perform the services	20
Creative and strategic approach to this and other web redesign project(s)	25
Specific plans or methodology to be used to perform the services	20
Price	15
SWaM Business/Small Business Subcontracting Plan	20
Total	100

B. AWARD OF CONTRACT:

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 Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth 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 reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). 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.

VII. PREPROPOSAL CONFERENCE:

A. No pre-proposal conference will be held for this solicitation.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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*, § 2.2-4343.1E).

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

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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in 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 bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 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 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 FOR IFBs AND RFPs:** 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 no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- 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. 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.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or

other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 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 *Vendors Manual*. Neither the existence of a claim nor 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:** (Omitted for services contracts)

- S. **TRANSPORTATION AND PACKAGING:** (Omitted for services contracts)

- 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 coverage 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 coverage 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. Workers' 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. Employer's 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.
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA Web site (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 violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 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, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, Web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-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.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of

Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions will be incorporated into any contract resulting from this solicitation. If an Offeror includes any other terms and conditions in its proposal, PVCC reserves the right to accept or reject any such terms and conditions, to modify them through the negotiation process, and/or to consider those in the evaluation scoring of the proposals.

- A. **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.
- 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 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **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.
- D. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor.

The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

E. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of Small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- F. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than __ consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the

procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within days following the request for replacement.

- G. **LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- H. **MAINTENANCE:** Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the Commonwealth in writing at least days prior to expiration of the existing maintenance period.
- I. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- J. **SERVICE PERIOD (EXTENDED):** Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support, including state holidays. On-site response time shall be within hours following initial notification. All necessary repairs or corrections shall be completed within hours of the initial notification.
- K. **SERVICE PERIOD (ROUTINE):** Contractor shall provide 24 hour toll-free phone support with an hour return call response time. On-site maintenance services shall carry an hour response time following initial notification and be available during the normal working hours of 8 A.M. to 5 P.M. Monday through Friday, excluding state holidays. All necessary repairs or corrections shall be completed within hours of the initial notification.
- L. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

X. METHOD OF PAYMENT

- A. The Contractor will be paid in accordance upon delivery and acceptance of goods/services. A valid invoice, sufficiently detailed to allow review and verification of services, shall be submitted to Accounts Payable, 501 College Drive, Charlottesville, VA 22902 by the tenth of the month

following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia.

XI. PRICING SCHEDULE

Offeror's are to provide detailed pricing on the attached Pricing Schedule (Attachment 4).

Pricing Schedule must include all charges of any kind associated with the solution. PVCC will not be liable for any fees or charges for the service/solution that are not set forth in the Pricing Submittal.

Offeror must be willing and able to successfully provide the solution proposed for the prices given and to complete the project on a firm fixed-price.

PVCC requests that each Offeror provide detailed pricing for each of the pricing methods set forth. Pricing must be comprehensive. Additional information and backup detail should be attached as appropriate.

All one-time and recurring costs and any underlying assumptions on the part of the Offeror must be clearly, conspicuously, and fully disclosed. The intent of the pricing matrix provided is to implement an acquisition process that is flexible and that supports PVCC's delivery requirements on an individual order basis. Offeror may submit additional pricing data on a separate sheet of paper if it chooses.

XII. ATTACHMENTS

The following attachments must be completed and submitted as part of the proposal:

1. Vendor Data Sheet – Attachment 1
2. Small Business Subcontracting Plan – Attachment 2
3. Virginia State Corporation Commission (SCC) Form – Attachment 3
4. Pricing Schedule – Attachment 4

Attachment 1 – Vendor Data Sheet

Note: The following information is required as part of your response to this solicitation.

A. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

B. Vendor's Primary Contact:

Name: _____ Phone: _____ email: _____

C. Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

D. Vendor Information:

eVA Vendor ID or DUNS Number: _____

E. Indicate below five (5) references of higher education clients similar to PVCC which have performed similar services.

1. Company _____ Contact: _____

Phone:(_____) _____ email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

2. Company _____ Contact: _____

Phone:(_____) _____ email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

3. Company _____ Contact: _____

Phone:(_____) _____ email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Attachment 2 - Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

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

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business _____ Small and Women-owned Business _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
DMBE Certificate #					
Totals \$					

Attachment 3 - State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ -

OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT 4 – Pricing Schedule

Item Description	Staff Type	Rate Per Hour	Hours	Total Cost
Discovery Phase				
Web site Design				
Web site Content Conversion				
Training				
Other Fees/Rates				

Total cost for Web site redesign \$ _____