

THE COLLEGE OF WILLIAM AND MARY
SEALED REQUEST FOR PROPOSALS (RFP)
RFP# WM-1112-07

Issue Date: May 3, 2007
Title: Web Redesign Services
Due Date: Tuesday May 22, 2007 NO LATER THAN 4:00 PM EST
Commodity Code: 91500, 91501, 91522
Issuing Agency: College of William and Mary
Office of Procurement
P. O. Box 8795
Williamsburg, Virginia 23187-8795
Contract Period: July 1, 2007 (or date of award) through June 30, 2008
(With Two (2) One-Year Renewal Options Available)

All inquiries for information should be directed to Sandra L. Eatmon, VCO, Senior Procurement Officer, by phone 757-221-1579, fax 757-221-3959 or by e-mail at sleatm@wm.edu.

If proposals are mailed, send directly to the Issuing Agency shown above. If proposals are hand delivered (or delivered by courier or messenger service), deliver to the **College of William and Mary, Office of Procurement, Facilities Management Building, Lower Level, Grigsby Drive, Williamsburg, VA 23185.**

OPTIONAL PREPROPOSAL CONFERENCE: An optional preproposal conference will be held at 1:00 P.M. on Monday, May 7, 2007 in the Procurement Office Conference Room. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

In compliance with this Request for Proposals and to all the conditions imposed therein, and hereby incorporated by reference, the Undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Visitors parking passes are required to park on campus. Parking passes may be obtained at the Office of Procurement.

Name and Address of Firm:

Date: _____

By: _____
Signature

Typed or Printed Name and Title

Phone No.: _____

Fax No.: _____

Email: _____

FEI/FIN No.: _____

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Rules Governing Procurement*, § 3.-4513 of **The Restructured Higher Education Financial and Administrative Operations Act** (normally available at <http://www.virginia.edu/restructuring>) 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.

RETURN OF THIS PAGE IS REQUIRED

**TABLE OF CONTENTS
RFP# WM-1112-07**

I.	PURPOSE	3
II.	BACKGROUND	3
III.	STATEMENT OF NEEDS	
	A. GENERAL REQUIREMENTS	5
	B. PROJECT GOALS	5
	C. OVERVIEW	5
	D. ADDITIONAL INFORMATION	6
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	
	A. GENERAL REQUIREMENTS	6
	B. SPECIFIC REQUIREMENTS	8
V.	EVALUATION CRITERIA AND AWARD CRITERIA	9
VI.	MANDATORY GENERAL TERMS AND CONDITIONS	10
VII.	SPECIAL TERMS AND CONDITIONS	18
VIII.	SPECIAL TERMS AND CONDITIONS – INFORMATION TECHNOLOGY GOODS AND SERVICES	22
IX.	METHOD OF PAYMENT	24
X.	PRICING SCHEDULE	25
	ATTACHMENTS:	
	A. CONTRACTOR DATA SHEET	26
	B. UNDERSTANDING OF REQUIREMENTS	27
	C. SMALL BUSINESS PARTICIPATION	28-30

I. PURPOSE:

The Purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with one qualified Offeror to provide web redesign services to the College of William and Mary, hereinafter referred to as the College.

II. BACKGROUND:

- A. The College of William and Mary, chartered in 1693, is a public college supported by the Commonwealth of Virginia and supervised by a Board of Visitors appointed by the Governor. The College serves the Commonwealth and the nation by its dedication to excellence in education. It is distinctive in associating, in an institution of moderate size, the diversity of a university offering graduate and professional programs with the commitment to liberal education as an undergraduate college of arts and sciences.

The College of William and Mary enrolls 7,700 students - approximately 5,700 of whom are undergraduate liberal arts students. The College's graduate and professional students are enrolled in one of five schools - education, law, business, marine science, and arts and sciences.

The College desires a web presence that is remarkable and reflective of the special nature of the College. President Gene R. Nichol outlined five pillars during his January 2007 State of the College Address - <http://www.wm.edu/conversation>.

1. *We are small and will remain so.*
Our intimate, supportive, rigorous, engaged, dynamic, residential form of liberal arts education is nowhere else so successfully employed in the public sphere.
2. *Academic excellence will inform all we do.*
We are committed to academic excellence, intellectual achievement, and the highest standards of performance, imagination, and creativity.
3. *The student-faculty relationship is the foundation of all we do.*
Our programs are premised on a culture that promotes deep and sustained faculty involvement in the lives, development, and work of our students.
4. *The highest standards of teaching are sustained by exceptional research.* We believe in creating knowledge as well as mastering it — in expanding what we know and how deeply we know it; in refining it, criticizing it, inventing it and making it known to our fellows.
5. *William & Mary is open and welcoming to all.*
We strive to be a community in which people of all backgrounds feel at home, diversity is actively embraced, and each individual takes responsibility for upholding the dignity of all members of the community.

A description of the current College web infrastructure is relevant for offerors who wish to respond to this Request for Proposals. Details regarding server supported and permitted protocols for the College's web server are available at

<http://www.wm.edu/it/webprotocols>. In addition, tools and technologies used by the College to display content and services on the web include ldap, active directory, RSS, and web single-sign-on capabilities.

Several solutions and products are deployed at the College of William and Mary including SunGard HE Banner (enterprise data), SunGard HE Luminis (campus portal - myWM), Blackboard (learning management), and Oracle Calendar. The College anticipates the need to integrate them into our new and improved web presence.

The College's current web presence relies on decentralized control of content creation and maintenance by authorized campus departments. Many of the College's web content providers use WM Web Templates, a free and well-supported web development tool with a host of designs and features that are designed to streamline the creation and maintenance of departmental web sites.

B. WOMAN-OWNED AND MINORITY BUSINESS PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State 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. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement of this contract are required. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

C. CONTRACT PARTICIPATION: Under the authority of the Rules of Procurement § 6.A-4734, Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at <http://www.ExploreVirginiaColleges.com/>. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public bodies shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any

costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any VASCUPP member, or public body and will not be considered in default of the Agreement no matter the circumstances.

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

III. STATEMENT OF NEEDS:

A. General Requirements

The purpose of the College of William and Mary's web site is to recruit students, engage alumni, parents, and friends, serve as a public and virtual gateway to our campus, and provide services to faculty, staff and students. The College seeks to contract for the services of experts in web information architecture and design to assist with a comprehensive redesign of its web presence.

B. Project Goals

The goal of the College's web redesign project is to improve the use of the web as a strategic communication asset that reflects the College's key messages. The *W&M Web Assessment Report*, presented to Provost Geoff Feiss in October 2006, provides both an initial assessment of our current site and the background for this comprehensive effort. This report is available at: http://www.wm.edu/reweb/W&M_Web_Assessment_Report_2006.pdf

As outlined in the *W&M Web Assessment Report*, we hope to reinvent, renew and recreate the College's web presence, resulting in the following:

1. a user-centric focus where knowledge of the College's organizational structure is not required to access key information;
2. a clear, persistent navigation scheme;
3. a balanced approach to respond to unique characteristics of diverse audiences;
4. a robust and effective search feature;
5. a well-structured content model for marketing, news and multimedia;
6. a consistent design that coincides with College communication initiatives;
7. an intuitive information architecture with a focus on usability and accessibility;
8. integrated and more easily accessible information about curriculum, academic policies, and programs so that students, faculty and staff come to rely on the College's web as a reliable, time-saving resource.

C. Overview

The College seeks a strategic consulting contractor to assist with:

1. research and analysis to support and/or challenge the stated perceptions and goals of the project;

2. translating the College's key messages to our web site;
3. developing an information architecture, a web content inventory and content model, a usability and accessibility standard, and a design;
4. recommending a product to help us manage our content.

D. Additional Information

The following information will guide our work with web contractors:

The College's web redesign advisory committee and the technical project team will manage project decisions and provide overall direction.

The College Web Redesign project will be a partnership between individuals at the College and external consultants; we expect the work to be collaborative.

The College anticipates to be in regular contact with the consultants for on-going discussions and shared decision making as outlined in the vendor's Service Level Agreement that should be provided with your response to RFP.

We expect a predetermined time line with built-in check points and updates about progress.

The contractor should respect, recognize, and reflect the College's culture and philosophy in planning and decision-making.

The Contractor should work with the College to develop a web site which can reside on the College's servers and integrate into its chosen system.

The new web site, design, images, products, and information must be original and shall become the property of the College, including all development tools, programming code, and implementation materials.

The Contractor will work in cooperation with the Public Affairs/University Relations units at the College to develop web content.

The College will be responsible for the long-term maintenance of the web site and ongoing payment to the vendor shall not be required to sustain it.

Contractor should incorporate modern web standards, enabling users from various access points, such as a browser, to view content regardless of their interface to the web site. The contractor should use industry standard tools and apply web standards as defined by the World Wide Web Consortium - specifically XHTML, CSS and XML - and in compliance with accessibility standards as defined in the Americans with Disabilities Act and the 508c section of the Rehabilitation Act.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. **One (1) original and seven copies (marked as original and copy) of each proposal must be submitted to the Office of Procurement at the College of William and Mary.** No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- A. Proposals shall be signed in **blue ink** by an authorized representative of the Offeror. All requested information must be submitted. Failure to submit all requested information may result in the College 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 College at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. **The proposal should contain a table of contents which cross-references the RFP requirements.** Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- D. Each copy of the proposal should be contained in a 3-ring binder where practical. All documentation submitted with the proposal should be contained in that single volume. The original and copies of the proposal must be marked as such.
- E. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. **However, to prevent disclosure the Offeror must invoke the protections of (Section 34.-5129, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia), in writing, either before or at the time the data or other materials is submitted.** The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.** The College suggests that each page containing confidential or proprietary information be

clearly marked in the upper and lower right corners with the word "Confidential" so that the indicated information may be easily identified.

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 College. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The College of William and Mary will schedule the time and location of these presentations. Oral presentations are an option of the College and may not be conducted, therefore, proposals should be complete.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the College may properly evaluate the Offeror's capabilities to provide the desired services. Offerors are required to respond to all elements of the Statement of Needs, as well as, submit the following items with their complete proposal:

1. The RFP Cover Sheet, and all addenda acknowledgements, if any, signed and filled out as required.
2. Attachments A and C, and other specific items or data requested in the RFP.
3. A written plan for providing the highest quality solution, including methodology to be used for this project. This plan should include a statement concerning the unique needs of higher education clients and a means for addressing the complex and diverse nature of the university environment.
4. A Service Level Agreement outlining specific on-site and off-site collaboration and response to inquiries from the College's web redesign technical project team.
5. A list of a minimum of three references from higher education, government, and/or non-profit clients. References from colleges and universities comparable to the College of William and Mary are preferred.
6. A portfolio to include a minimum of three examples of work. Portfolios will become property of the College of William and Mary unless otherwise noted by Offeror.
7. A narrative describing the web consulting, design, and information architecture expertise, experience, qualifications, and successes of staff to be assigned to the project. Include resumes outlining the backgrounds of staff.
8. An estimate of the time table required for this project.
9. A project budget with costs for each major project element (e.g., information architecture) delineated separately. The budget should include a total cost inclusive of administrative overhead and expenses to complete the project. It should also indicate an estimated reduction in the event that the College's professional schools and Athletics are not a part of the project scope.
10. A narrative which outlines how a the College's web needs analysis will be conducted, including a proposed strategy for research and consultation with the College community.

11. SWAM Utilization – Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of this solicitation.

Deliverables

In no particular order, the following deliverables should be produced by the contractor:

1. a project management framework that should ensure a successful and timely project
2. a clearly defined statement of web design strategy for the College that can be used by departments for professional and consistent results
3. a site audit describing the strengths and weaknesses of the College's current web site
4. a web content inventory with expert findings, analysis and recommendations
5. recommendations about how to conduct focus groups, and a feedback report from key constituencies after focus group meetings
6. a plan for the College's information architecture allowing a content model for information, services and strategic message
7. a new design including original artistic elements such as color, graphics, icons, layout, logos, images, and templates (storyboards, creative treatment, and color palettes for multiple design concepts)
8. design standards and a plan for implementing them consistently
9. functional specifications and recommendations for the implementation of a product to help manage the College's content (satisfying web requirements at the College and providing what we need for an RFP)
10. recommendations for the implementation of a product to help us manage our content (providing what we need for an RFP for implementation)
11. a format for the user acceptance test plan that will be used in the acceptance process of the completed new site
12. content for top-level site sections which complements the new design and College's strategic communication goals

V. EVALUATION CRITERIA AND AWARD CRITERIA

A. **Evaluation Criteria:** Proposals shall be evaluated by the College using the following criteria:

- | | |
|---|----|
| 1. Small Business Participation | 10 |
| 2. Portfolio, including experience, performance history, and references | 22 |

3. Budget, including administrative overhead and all expenses	10
4. Clearly articulated plan, methodology, time table, and business model for accomplishing the work in a creative, practical and cost effective way	25
5. An understanding of the needs of the university and its web users, an appreciation for working with a complex and diverse higher education institution, and a perceived ability to work successfully with William and Mary representatives	13
6. Technical Expertise, including background and resumes of consultants	20

TOTAL POINTS **100**

B. **Award:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for 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 one or more Offerors which, in its opinion, have made the best proposal, and shall award the contract to those Offerors. The College 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 a particular proposal was not deemed to be the most advantageous (Section 49.-5371, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia). Should the College 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.

VI. MANDATORY GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review in the Office of Procurement and, in addition, a copy can be obtained by calling the Office of Procurement (757) 221-4215.
- 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 (*Rules Governing Procurement § 56.-5534*). ADR procedures are described in Section 5 of the Purchasing Manual for Institutions of Higher Education and their Vendors. 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 College of William and Mary (hereinafter referred to as the College) 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 10.-4805, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia). 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. (*Rules Governing Procurement §36.-5175*).

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, or 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.
 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 Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid, 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 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 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 RFP's:**
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 revision 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 to be 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 that 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 that 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 that are not in dispute (Section 53.-5457, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia).

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 College.
- 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 BIDDERS:** The College may make such reasonable investigations as deemed proper and necessary, to determine the ability of the Bidder to perform the services the goods and the Bidder shall furnish to the College all such information and data for this purpose as may be requested. The College reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The College further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the College that such Bidder 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 College reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **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 Purchasing Manual for Institutions of Higher Education and their Vendors*. 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.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the College, 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 College may have.
- P. **TAXES:** Sales to the College 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 College's excise tax exemption registration number is 54-73-0076K.

- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or 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 (Section 25.5-5005, Rules Governing Procurement: Chapter 2, Exhibit J, Attachment 1, Code of Virginia) and 65.2-800 et seq. of the *Code of Virginia*. The bidder or 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.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the College of William and Mary's public posting notice board and on the DGS/DPS eVA website, www.eva.state.va.us, for a minimum of 10 days.
- S. **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; (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.

- T. **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, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.
- U. **CLAIMS PROCEDURE:** Contractual claims for payment under the Agreement shall be submitted in writing no later than sixty (60) days after the College states in a writing delivered to the Contractor that it has made its final payment to the contractor under the Agreement and that Contractor must submit any claim within 60 days thereafter. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

The College's procedure for deciding such contractual claims is:

The Contractor must provide the written claim to:
Director of Procurement
Grigsby Drive, Facilities Management Bldg, Lower Level
College of William and Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

- Although the Contractor may, if it chooses, attempt to resolve its claim directly with the College department using the product or services rather than the one stated in the above paragraph, the Contractor must submit any unresolved claim in writing, no later than sixty (60) days after notice of final payment is delivered to the Contractor in accordance with the opening paragraph of this subsection (w), to the Director of Procurement if it wishes to pursue its claim.
- Upon receiving the written claim, the Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the contractor. If such discussion is to be held, the Director of Procurement will contact the Contractor and arrange such discussion.
- The Director of Procurement will mail his or her decision to the Contractor within sixty (60) days after receipt of the claim. The decision will state the reason for granting or denying the claim.
- The Contractor may appeal the Director of Procurement's decision to:
Vice President for Administration
College Apartments
College of William and Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

Upon receiving the written appeal, the Vice President for Administration will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, Vice President for Administration will contact the Contractor and arrange such discussion.

The Vice President for Administration will mail his or her decision to the Contractor within thirty (30) days after the Vice President for Administration's receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing set forth in this section shall limit, delay or reduce the Contractor's ability to seek equitable relief from a court of competent jurisdiction in the Commonwealth of Virginia to the extent permitted by Virginia law. In addition, to the extent the College brings a claim against the Contractor, then the Contractor shall in no event be precluded from asserting a counterclaim for payments due under the Agreement regardless of whether such counterclaim is raised within the 60 day period specified above.

- V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website 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 e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 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 DMBE certified Small Business designation is understood to include DMBE-certified Woman- and Minority-owned Businesses as well.

- W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the College shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. **EXCLUSIVITY OF TERMS AND CONDITIONS:** The College of William and Mary will not sign or execute any additional contract, license or other agreement, including shrink-wrap Software, containing contractual terms and conditions as a result of this procurement. Any documents signed by persons other than a Procurement Officer shall not have validity and the attached Terms and Conditions shall supersede all such agreements.

VII. 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 the College will be used in product literature or advertising without the written authorization of the College. The Contractor shall not state in any of its 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. **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.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	4:00	PM
Name of Offeror	Due Date	Time	
_____	W&M-1112-07	_____	
Street No.	RFP No.		
_____	Web Redesign	_____	
City, State, Zip Code	RFP Title		

Name of Buyer: Sandra L. Eatmon, VCO

The envelope should be addressed as directed on Page 1 of the solicitation.

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

- E. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Office of Procurement 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 Office of Procurement. Proposals received in the Office of Procurement after the date and hour designated are automatically disqualified and will not be considered. **The College is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra College mail system. It is the sole responsibility of the offeror to insure that its proposal reaches the Office of**

Procurement by the designated date and hour. Late proposals, or proposals received unsealed, will not be accepted or considered. Electronic or faxed proposals are not allowed and cannot be accepted.

Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

- F. OFFEROR UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. The College will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Office of Procurement. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of proposals. A copy of all inquiries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your proposal certifies that you fully understand all facets of this solicitation. These questions may be sent by FAX to 757-221-3959 using Attachment B Understanding of Requirements form.
- G. CONFLICT OF INTEREST:** The Offeror represents to the College that its entering into this agreement with the College does not entail any violation of the Virginia Conflict of Interest Act.
- H. RENEWAL OF CONTRACT:** This contract may be renewed by the College for two (2) one year periods after the initial one year period under the terms and conditions of the original. Price changes may be negotiated only at the time of renewal. Written notice of the College's intentions to renew will be given approximately 60 days prior to the expiration date of each contract period.
- I. CANCELLATION OF CONTRACT:** The Office of Procurement reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon 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 either party. Any contract cancellation notice shall relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.
- J. INDEPENDENT CONTRACTOR:** The selected offeror shall not be an employee of the College, but shall be an independent contractor. The Contractor shall indemnify and hold the College harmless with respect to all withholding, social security, unemployment compensation and all other taxes or amounts of any kind relating to employment of any labor or other persons providing services to the College under this agreement. Nothing in this agreement shall be construed as authority for the Contractor to make commitments which shall bind the College, or to otherwise act on behalf of the College, except as the College may expressly authorize in writing.
- K. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum

the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

- L. 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.
- M. 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.
- N. eVA BUSINESS TO GOVERNMENT CONTRACTS AND ORDRES:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
- 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 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 eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- O. COMMENCEMENT OF ACCEPTANCE TESTING:** The College shall "Acceptance Test" the web information architecture and design proposed for a new W&M web site within thirty (30) days of delivery. The "Acceptance Test" shall consist of forty-eight

(48) consecutive business hours in conformance with the Contractor's technical specifications and functional descriptions as delineated herein. All "Acceptance Test" failures shall be reported to Contractor for disposition. Any failures not specifically identified to the Contractor within thirty (30) days shall be considered to have successfully passed the Acceptance Test.

- P. REQUIRED PERFORMANCE LEVEL:** To qualify for acceptance, delivered web information architecture and design must perform in accordance with the technical specifications and functional description, as contained or referenced in this Agreement, calculated over a period of forty-eight (48) consecutive business hours. The College shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If the web information architecture and design do not meet the standard of performance during the initial forty-eight (48) consecutive business hours. At the College's sole discretion, the acceptance period shall continue on a day-to-day basis until delivered web information architecture and design meet the standard of performance for forty-eight (48) consecutive business hours.
- Q. ACCEPTANCE:** The web information architecture and design shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the College shall provide written confirmation of acceptance. Should the College and Contractor be unable to agree on a solution after thirty (30) days have passed the College may avail itself of the remedies for breach.
- R. LIMITATION OF LIABILITY:** Under no circumstances will the Contractor or its subcontractors or suppliers be liable for any indirect, incidental, special or consequential damages, or damages from loss of profits, anticipated savings, revenue, business, goodwill, data or use of the supplies, equipment and/or services delivered or performed under this Contract. In addition, Contractor's and its subcontractors' and suppliers' entire and collective liability arising out of or relating to this Contract, including without limitation on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed three (3) times the price paid for the product (for recurring services or monthly license software, 12 months' charges apply) that is subject of the claim. This limitation is per event. No such limitation shall apply in the case of (i) damages for bodily injury (including death) and damage to or loss of real property and tangible personal property to the extent caused by Contractor's, its subcontractors' or suppliers' negligence; and (ii) Contractor's, its subcontractors' or suppliers' obligations under Section 35, "Patent/Copyright Protection".
- S. PATENT/COPYRIGHT PROTECTION:** Contractor, at its own expense, shall defend any suit brought against the College for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or College's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the College, its agents, officer, and employees for any loss, liability, or expense incurred as a result of such suit.

The College shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the College may, at its option and expense,

participate in the defense of the suit.

The Contractor shall not be required to indemnify the College for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the College, or at Contractor's option and expense, may obtain the right for the College to continue the use of such Product or Service.

If the use of such equipment or software by the College is prevented by permanent injunction or by Contractor's failure to procure the right for the College to continue using the product or service, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the College has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the College. This obligation is in addition to the obligations cited in the first four subparagraphs above.

Patent/Copyright Protection provided by Microsoft and any third party is provided solely in accordance with their licensing agreement(s).

VIII. SPECIAL TERMS AND CONDITIONS – INFORMATION TECHNOLOGY GOODS AND SERVICES

- A. CONFIDENTIALITY (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 34.-5129 of the *Rules Governing Procurement*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
- B. CONFIDENTIALITY (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals.
- C. DEFINITION - EQUIPMENT:** As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

- D. **DEFINITION - SOFTWARE:** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.
- E. **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.
- F. **NEW EQUIPMENT:** Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- G. **OPERATIONAL COMPONENTS:** Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- H. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;

(iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

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

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

IX. METHOD OF PAYMENT

All amounts due the Contractor by the College of William and Mary shall be paid in accordance with the Commonwealth of Virginia Prompt Payment Act, net 30 days from receipt of a valid invoice, receipt of goods, or performance of service, whichever is later.

Invoices and/or Payments shall be delivered to:

College of William and Mary
Information Technology
Attn: Lenora O'Toole
Jones Hall, Room 106
Williamsburg, VA 23187-8795

X. PRICING SCHEDULE

At a minimum, the pricing schedule should include subtotals for each of the major project elements specified below. Each vendor should submit pricing broken down by any additional phases and requirements they determine.

- 1. Research and Analysis \$ _____
Includes assessment of the College's current web presence, analysis to Support and/or challenge the stated perceptions and goals of the Redesign project, and recommendations for the College's web presence

- 2. Information Architecture \$ _____
Includes site audit, web content inventory, web content model, Facilitation of focus groups, and data structure for content and services

- 3. Design and Usability \$ _____
Includes all artistic elements, concepts and storyboards, graphics, Navigation, prototypes, wireframes, acceptance testing, facilitation of focus and testing groups, and production of final templates

- 4. Content Development \$ _____
Includes identification of new content needs and text for top-level sections

- 5. Implementation \$ _____
Includes functional specifications for a product for content management, and recommendations for an implementation RFP

GRAND TOTAL \$ _____

ATTACHMENT A: CONTRACTOR DATA SHEET

RFP# WM-1112-07

1. **QUALIFICATIONS OF OFFEROR.** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. The Offeror's signature on the cover of this solicitation indicates that the Offeror certifies such.

2. **YEARS IN BUSINESS:** Number of years in business providing the types of services described in this solicitation _____ Years _____ Months Year business organized _____

3. **TYPE OF BUSINESS:** Please indicate if your firm is one or more of the following:

<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> INDIVIDUAL BUSINESS
<input type="checkbox"/> WOMAN-OWNED BUSINESS	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> MINORITY-OWNED BUSINESS	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> SHELTERED WORKSHOP	<input type="checkbox"/> CORPORATION

This information is requested for informational purposes only.

4. **REFERENCES:** Provide a list of current references, either College, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the College can contact to verify the Contractor's qualifications. Such listing shall be comprehensive of your firm's customer base.

COMPANY NAME AND CONTACT	ADDRESS	PHONE NUMBER	SERVICES DELIVERED

RETURN OF THIS PAGE IS REQUIRED

OFFEROR _____

RFP#: WM-1112-07 DATE: _____

The following question concerns specifications, Section (number) _____
paragraph _____, page _____:

All responses to questions may be made by Addendum.

Questions Submitted by: _____
NAME

_____ **FIRM**

FAX: _____

EMAIL: _____

This may be FAXED to: (757) 221-3959 by May 16, 2007. Buyer: Sandra L. Eatmon, VCO

SWAM (Small, Women and Minority-owned Businesses) Utilization 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: DMBE-certified women- and minority-owned businesses shall also be considered small 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) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder/Offorer 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 include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business and/or utilize products or services provided by a DMBE certified small business in the performance of this contract, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any opportunities to subcontract part of this contract with a DMBE-certified business, complete only Section C of this form.

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 contracting with DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and 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 DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Explain how your business has met or exceeded **at least two** of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.