

Northampton County, Virginia

INFORMATION TECHNOLOGY DEPARTMENT

P.O. Box 66
16404 Courthouse Road
Eastville, Virginia 23347
Fax (757) 678-0483

Request for Proposal RFP # 18-1001-A Website Design Services

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning proposals should be in writing addressed to:

Northampton County
Attn: Mark Heneghan
P.O. Box 66
Eastville, Virginia 23347

Or

Fax (757) 678-0483

Or

e-mail: mheneghan@co.northampton.va.us

RE: RFP # 18-1001-A - Website Design

Contents

1. PURPOSE	1
2. BACKGROUND	1
3. STATEMENT OF NEEDS.....	2
4. PROPOSAL PREPARATION & SUBMISSION.....	5
5. EVALUATION AND AWARD CRITERIA.....	5
6. REPORTING AND DELIVERY INSTRUCTIONS.....	6
7. GENERAL TERMS AND CONDITIONS	6
7.1 APPLICABLE LAWS:.....	6
7.2 ANTI-DISCRIMINATION:	7
7.3 ETHICS IN PUBLIC CONTRACTING:	8
7.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:.....	8
7.5 ANTITRUST:	8
7.6 CLARIFICATION OF TERMS:	8
7.7 PAYMENT:	9
7.8 QUALIFICATIONS OF OFFERORS:.....	10
7.9 CHANGES TO THE CONTRACT:	10
7.10 DEFAULT:.....	10
7.11 INSURANCE:	11
7.12 DRUG-FREE WORKPLACE:	11
7.13 NONDISCRIMINATION OF CONTRACTORS:.....	12
7.14 AUDIT:	12
7.15 AVAILABILITY OF FUNDS:	12
7.16 PREPARATION AND SUBMISSION OF PROPOSALS:.....	13
7.17 WITHDRAWAL OR MODIFICATION OF PROPOSALS:.....	13
7.18 RECEIPT AND OPENING OF PROPOSALS:	13
7.19 PROPRIETARY INFORMATION:	14
7.20 BID ACCEPTANCE PERIOD:	14
7.21 TERMINATION BY THE COUNTY FOR CONVENIENCE:.....	14
8. SPECIAL TERMS AND CONDITIONS	15

8.1	AWARD OF CONTRACT.....	15
8.2	IDENTIFICATION OF BID/PROPOSAL ENVELOPE:	15
8.3	REFERENCES:	16
8.4	WORK SITE DAMAGES:.....	16
8.5	WARRANTY AGAINST SHUTDOWN DEVICES:.....	16
8.6	ASSURANCE OF COMPLETION:.....	17
9.	METHOD OF PAYMENT	17
10.	PRICING SCHEDULE	17
11.	SIGNATURE SHEET.....	17

1. PURPOSE

The County of Northampton is accepting proposals to develop a redesigned website for the County Government. The current site www.co.northampton.va.us was designed in 2005 and has evolved into its current format. While functional, there is an interest in providing the County Government with a new and improved website.

Sealed proposals, subject to the specifications and conditions contained herein and attached hereto, will be received by the Department of Information Technology, Northampton County Administration Building, second floor, 16404 Courthouse Rd, Cape Charles, VA 23310, until, but no later than 4:00pm EST on April 26, 2018.

To be considered, your bid must be submitted with a copy of this Request for Proposal. Offeror shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents in a sealed envelope to the address(s) listed in Section 6 of this document. Mark outside of your envelope with:

Request for Proposal – RFP #18-1001-A.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the Northampton County Department of Information Technology.

Nothing herein is intended to exclude any responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible vendors are encouraged to bid. Unless otherwise agreed to at the time of award, payment terms are Net 30.

2. BACKGROUND

Northampton County is the southern 35 miles of a 70-mile-long stretch of the Delmarva Peninsula known as Virginia's Eastern Shore. Northampton County comprises the southernmost portion of the Eastern Shore of Virginia (the "Shore") bordered on the north by Accomack County, Virginia, on the west by the Chesapeake Bay and on the east by the Atlantic Ocean or what is known locally as Bayside and Seaside. The Seaside, in particular, contains the largest island wilderness chain on the U.S. Eastern Seaboard. At the southern end of the County is the Chesapeake Bay Bridge-Tunnel, connecting the County to the Hampton Roads area of Virginia.

The County encompasses a land area of approximately 355 square miles. The County's population was 12,389 per the 2010 census. Northampton County was formed as an independent county in 1634 and is

organized under the traditional county form of government. The County is a full-service County and provides a variety of services to its citizens as authorized by the laws of the Commonwealth of Virginia.

The Shore is a place that has somehow managed to remain relatively unchanged through the times. Its pristine condition is mainly a result of the surrounding waters of the Chesapeake Bay and the County's isolation to large East Coast metropolises such as Virginia's Tidewater Area (Virginia Beach & Norfolk). Generations of families have been left to their own and have created a rich tradition of living off the land through farming and fishing. For centuries a unique harmony, between mankind and nature, has evolved from these circumstances.

Northampton County's central location on the Eastern Seaboard places it less than a 1-day drive from areas such as New York City, Philadelphia, and Washington, D.C.

Northampton County contains numerous natural and cultural sites, including two large public parks, Eastern Shore of Virginia National Wildlife Refuge and Kiptopeke State Park, located at the southern end of the county. Historic townships, such as Eastville, Cheriton and Cape Charles contain buildings that speak to over 350 years of architectural design in the United States.

3. STATEMENT OF NEEDS

Northampton County is seeking a vendor who can provide the County with a website which will meet the following criteria:

- Presents the County in a favorable light
- Gives an attractive, professional look and feel to the County website
- Is informational
- Provides for consistent, intuitive navigation so that information can easily be found
- Can be easily updated, maintained, and administered by County staff
- Is quick to load on the visitor's browser for both high speed broadband connections as well as lower speed (DSL) connections.
- Works across multiple screen sizes for desktops, smartphones and tablets.

The following items are requirements:

Presentation:

- Visually attractive
- Consistent look and feel to the website
- Design that matches the image the County is trying to present

- Home Page should be easy to update with pictures, videos, etc. without requiring special software
- Printer friendly pages
- American Disability Act compliant code
- No special plug-ins required (.pdf is allowable)
- No proprietary or non-standard code
- Method to prevent email address harvesting from spammers
- Can accommodate links to e-gov services or websites such as Tyler Technologies', WorldView – GIS, Vision Government Solutions.

Navigation:

- Consistent and easy to understand navigation
- Dynamic bread crumbs
- Full text site search
- Dynamic site map
- Try to follow “3 clicks to content” rule

Content: The following are suggested focus areas:

- FAQ's
- How Do I? Section
- Calendar (Meetings)
- News and announcements
- Fast facts
- Directory of services
- Newcomers guide
- High quality images of County
- Maps of County and County government complex
- Information relevant to each County department
- “Forms Central” page
- Links to County Code (currently on American Legal) and weather information from 3rd party website
- Community events calendar

Technical Specifications:

- Pages load quickly on high speed and low speed internet connections
- Prefer design to be platform neutral (Windows-IIS-SQLServer vs. Linux-Apache-Mysql, etc)
- Search engine friendly

- Content should be stored in clean, logically organized directories
- Cookies should not be placed on visitor’s computers
- Private information should not be collected
- Should be able to integrate with Google Analytics

Site Administration:

- Content Management System to distribute and automate site maintenance responsibilities and automate formatting standards
- Access statistics with reporting software that is easy to use - Optional
- Automated form creation solution – Optional

Each offeror shall submit a brief narrative illustrating their understanding of the above project. This narrative should **not** include pricing. However, it should include a statement of the work to be performed, including business processes and a timeline for how the project will be completed. A basic sample of a proposed website design should be submitted. Alternate designs can also be submitted should the offeror choose to offer up several suggestions for review. The offeror shall address providing access to a “developmental website” for use in acceptance testing. The offeror shall address providing training to County staff assigned to use the content management system.

Vendor Qualifications:

- List 3 to 5 websites that best reflect your work and relevancy to this project
- Provide a history of your firm
- Describe your experience in producing websites for governmental agencies
- Provide 3 references from current and/or former clients
- Provide background and experience levels of those employees that will be assigned to this project
- List any partnerships, that would be utilized for this project, you may have with partners such as photographers, graphic artist etc.

Optional Services:

The following are optional services which the County may decide to make a part of this project. Provide a description of how your firm would be able to provide these services to the County. These “a la carte” items should be addressed separately from the project as a whole. It will be at the County’s discretion as to whether or not these services will be made a part of the final project.

- Web hosting solutions
- Ongoing support and/or training following site going ‘live’
- Creation of back end databases and/or applications

4. PROPOSAL PREPARATION & SUBMISSION

Proposals, including an original and three (3) copies, marked **RFP # 18-1001-A Website Design Services** will be received up until **4:00pm EST, April 26, 2018**.

Proposals will not be accepted via fax machine or internet e-mail.

Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Statement of Needs and criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. To assist in the evaluation process, offerors should limit their responses to 50 typed pages, font size shall be no smaller than 10.

The offeror shall be fully responsible for all costs incurred in the development and submission of the proposal.

5. EVALUATION AND AWARD CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

- 1. Previous experience in the development of governmental websites:** Offeror must present samples/examples of work previously completed with other localities and/or governmental agencies.
- 2. Years of experience in the website design field:** Offeror should state the number of years they have been in the web design field and provide brief resumes of their career experience.
- 3. Ability to meet project deadline and budget:** Offeror should provide a timeline for completion of the project from start to finish.
- 4. Ability to work closely with County representative:** The County needs a firm who is willing to listen to our concerns and use the information provided in the best manner to meet the needs of the County. The County would also like to have a part in providing input in the design/creation process.
- 5. Quality of the content management solution**

6. Understanding of project: This will be taken from the narrative which is to be included in your response.

Offerors not deemed fully qualified will be rejected. Remaining offerors will be evaluated based on the above criteria and may be asked to engage in further discussions and/or demonstrations.

The County shall select in the order of preference two or more vendors whose professional qualifications and proposed services are deemed most meritorious. Negotiations are then conducted with the vendor ranked first and if a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that vendor. If not, negotiations with the vendor ranked first shall be formally terminated and negotiations are conducted with the vendor ranked second, and so on.

If the County determines in writing and in its sole discretion that only one vendor is fully qualified, or that one vendor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that vendor.

6. REPORTING AND DELIVERY INSTRUCTIONS

Complete proposals should be submitted to the following address prior to the time and date of closing.

United States Postal Service:

Northampton County
ATTN: Mark Heneghan
Post Office Box 66
Eastville, Virginia 23347

Or Private Carrier:

Northampton County
ATTN: Mark Heneghan
16404 Courthouse Rd.
Cape Charles, VA 23310

For questions concerning this request for proposal, please call Mark Heneghan at (757) 678-0440 x530 or email at mheneghan@co.northampton.va.us.

7. GENERAL TERMS AND CONDITIONS

7.1 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation shall be Northampton County. 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). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.2 ANTI-DISCRIMINATION:

By submitting their proposals, offerors certify to the County 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.
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.

7.3 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.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

7.4 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.

7.5 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Northampton 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 County of Northampton, relating to the particular goods or services purchased or acquired by the County of Northampton under said contract.

7.6 CLARIFICATION OF TERMS:

If any prospective offeror has questions about any 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.

7.7 PAYMENT:

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 County 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*).

7.8 QUALIFICATIONS OF OFFERORS:

The County 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 County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the County 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.

7.9 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 County 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 County 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
 - 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 County's right to audit the contractor's records and/or to determine the correct number of units independently

7.10 DEFAULT:

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

7.11 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 bidder or offeror further certifies that the contractor and any subcontractors will maintain this 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 County 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 County of Northampton 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.)

7.12 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.

7.13 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.

7.14 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 County of Northampton, 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.

7.15 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.

7.16 PREPARATION AND SUBMISSION OF PROPOSALS:

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

7.17 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

7.18 RECEIPT AND OPENING OF PROPOSALS:

(a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.

(b) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

7.19 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

7.20 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (45) days. At the end of the (45) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7.21 TERMINATION BY THE COUNTY FOR CONVENIENCE:

- a) The County may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as the County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as the County may require to assign to the County the contractor's interest in all subcontracts and purchase orders designated by the County. After all such steps have been taken to the County's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or

damage other than those provided by the preceding sentence. Upon payment of the forgoing, the County shall have no further obligations to the contractor of any nature.

- b) In no event shall termination for the convenience of the County terminate the obligations of the contractor's surety on its payment and performance bonds.

8. SPECIAL TERMS AND CONDITIONS

8.1 AWARD OF CONTRACT

The County shall select in the order of preference two or more vendors whose professional qualifications and proposed services are deemed most meritorious. Negotiations are then conducted with the vendor ranked first and if a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that vendor. If not, negotiations with the vendor ranked first shall be formally terminated and negotiations are conducted with the vendor ranked second, and so on.

If the County determines in writing and in its sole discretion that only one vendor is fully qualified, or that one vendor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that vendor.

The County 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).

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. By submitting a proposal, the successful offeror agrees to enter into a contract satisfactory to the County that contains only those provisions that are acceptable to the County and are consistent with the bid documents.

8.2 IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror Due Date Time

Street or Box Number

City, State, Zip Code RFP Title

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

The offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8.3 REFERENCES:

Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION ADDRESS CONTACT PERSON

TELEPHONE

1. _____
2. _____
3. _____

8.4 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

8.5 WARRANTY AGAINST SHUTDOWN DEVICES:

The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

8.6 ASSURANCE OF COMPLETION:

The offeror, once signed on to this project, warrants that the project will be carried through to satisfactory completion. Payments will be withheld and additional monetary penalties will be imposed should the offeror not complete the project as stated in the statement of needs, terms and conditions and signed agreements. A penalty of \$100.00 per business day may be deducted from contracted amount if services are not completed by timeframe outlined and agreed upon in the final contract.

9. METHOD OF PAYMENT

Offeror should provide information as to their preferred timing of payment. This information will be considered by the County. The County will have the final decision as to the schedule of payment for completed services.

10. PRICING SCHEDULE

No pricing schedule should be included with the proposal package.

11. SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences

and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Department of Information Technology as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____

Telephone Number: _____