



**County of Dinwiddie
P.O. Drawer 70
Dinwiddie, VA 23841
804-469-4500 ext. 2132
804-469-4503 fax**

Request for Proposals

DEVELOPMENT AND IMPLEMENTATION OF INTERACTIVE WEB SITE

RFP-11-090911

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:

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Dinwiddie County
Director of Information Technology
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P O Drawer 70
Dinwiddie VA 23841

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1.0_

Proposal Released By:

Request for Proposal Number:

Norman Cohen
Dinwiddie County Director of Information Technology

RFP-11-090911

Release Date: September 9, 2011

Proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Pamplin Administration Building, 14016 Boydton Plank Road, P O Drawer 70, Dinwiddie, Virginia 23841 until, but no later than **2:00 p.m. Local Time Prevailing September 30, 2011** for:

PURPOSE

<p>The purpose of this Request for Proposal is to solicit sealed proposals from qualified sources to develop and implement a comprehensive interactive web site for the purpose of providing informational resources to new and existing county residents and to potential visitors to the county.</p>
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If you are an individual with a disability and require a reasonable accommodation, please notify Norman Cohen at **(804) 469-4500, extension 1-2132**, at least three working days prior to date due. To be considered, your proposal must be submitted on a copy of this Request for Proposal. Vendors shall sign this form in the space provided on the Terms and Signature Sheet and return proposal documents to:

Director of Information Technology
14016 Boydton Plank Road
P O Drawer 70
Dinwiddie VA 23841.

Mark outside of your envelope with Request for Proposal # RFP-11-090911 and opening date of proposal (September 30, 2011) as directed in Section 8.4 "Identification of Proposal Envelope".

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

TIME IS OF THE ESSENCE and any proposal 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 County of Dinwiddie.

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 submit and their proposals are solicited.

2.0 /STATEMENT OF NEEDS

Dinwiddie County is a rural jurisdiction located adjacent to Petersburg in south central Virginia and is a state-designated "high growth community" with a population growth rate exceeding 10% during the decade of 2000 - 2010. According to the 2010 Census, the County has a population of 28,001.

The recent reports of the Base Realignment and Closure (BRAC) Commission predict significant impact to the surrounding Tri-Cities area – including Dinwiddie County – with expected growth in staffing at

Fort Lee of approximately 6,000 additional military service men and women, many of whom will bring their families and will reside in the Tri-Cities area. Dinwiddie County wishes to build a web presence which will deliver online services and information to the residents of the county in a well designed, easily navigable, and readily accessible dynamic web site.

3.0 OF SERVICES/GENERAL REQUIREMENTS

Dinwiddie County seeks a vendor to develop and implement a comprehensive interactive web site for the purpose of providing informational resources to new and existing county residents and to potential visitors to the County.

THE VENDOR SHALL DESIGN AND PRODUCE WEB PAGES FOR THE INTERNET SITE(S) USING JOOMLA.

The vendor shall provide design documentation and training to assist select staff in maintaining and updating information on the site via the Content Management System (CMS). The selected vendor shall be available as needed to assist with trouble-shooting during the twelve (12) month period following completion of the web site.

Notwithstanding any of the specific details described within this RFP, it will be the obligation of the selected vendor to adhere to accepted industry standard methods and practices as well as all state, federal, and local codes.

The selected Vendor shall protect the confidentiality of information and data obtained in the performance of this contract during and following the contract term, and agrees that such information and data will not be divulged without County's written consent.

TO ASSIST VENDOR, DINWIDDIE COUNTY SHALL PROVIDE:

1. Access to the existing website(s) or a copy/copies of the existing website(s) which will be impacted
2. Software licenses for Dinwiddie County staff to maintain sites
3. County specific photography
4. Logo and promotional materials
5. Assistance in the selection of designs and color schemes
6. PDF, Word, Access, Excel, or hard copy files for data and publications

4.0 AND AWARD CRITERIA

Proposals will be evaluated by Dinwiddie County according to the following criteria, using best value procurement procedures. These criteria are to be utilized in the evaluation of qualifications for development of the list of those Offerors/Vendors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance.

1. Proven, prior experience developing and implementing website design projects of similar scope, complexity and visibility
2. Quality of work products as demonstrated in submitted work samples
3. Organizational structure and the company's project management approach/philosophy to projects of this nature
4. Experience and accessibility of key staff personnel
5. Ability to provide training and timely support/problem resolution

PRICE/COST ESTIMATES WILL BE ADDRESSED DURING THE INTERVIEW PROCESS AND WILL FACTOR INTO THE FINAL AWARD DECISION.

Proposals shall contain documentation and information which describes the Offeror's/Vendor's ability to meet the criteria and exceed the performance of other Offerors/Vendors.

5.0 PREPARATION & SUBMISSION

Five (5) copies of proposal submittals, including one (1) original and four (4) copies, marked **RFP # 11-090911** should be submitted to the address as listed on Page 4 of this RFP, in sealed envelopes properly identified as directed in the section entitled "Identification of Proposal Envelope".

Offerors shall 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 Scope of Services and other 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 no more than 50 typed pages, font size to be no smaller than 10 point.

The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the Offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

OFFERORS ARE REQUIRED TO INCLUDE THE FOLLOWING INFORMATION IN THEIR PROPOSALS. FAILURE BY OFFEROR TO PROVIDE THE INFORMATION SHALL RENDER THE PROPOSAL NON-RESPONSIVE:

- **A cover letter describing the firm**, including its history and a summary of project management and technical support services provided; the location of its offices; its organizational structure and its project management approach/philosophy to projects of this nature.
- **Work Samples**
- **List of recent projects** (with completion dates) for which your firm has provided services of similar scope and complexity. Please provide references of clients for whom you have done custom work and descriptions of those projects. This list should include a name and contact information for personnel (not employed by your firm) who are/were associated with each project and who may be contacted as a reference (See Section 8.8 "References")
- **Completed Signature Sheet** (Section 10.0) - Proposals by an individual 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, vice 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", "Vice 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 on behalf of the corporation shall be furnished.
- **Signed addenda**, if applicable. Addenda, if any, shall be posted on the County's website at [://www.dinwiddieva.us/purchasing](http://www.dinwiddieva.us/purchasing) pursuant to Section 7.5

IN ADDITION TO PROVISION OF THE ABOVE MANDATORY INFORMATION, PROPOSALS SHALL ADDRESS OFFEROR'S PROFESSIONAL ABILITIES AND PROCESSES/POLICIES REGARDING THE FOLLOWING:

Project Management and Technical Support Services

Implementation and Migration

- Project Management
- Database set-up and migration
- Graphics/Information Architecture

Ongoing Support

- Set, monthly project management and technical support

Troubleshooting

- Do you provide 24/7 unlimited support on all functional problems?

Custom Development / Platform Enhancement

- What are your policies surrounding custom development?
- What are your policies surrounding client input on future enhancements and your product road map?

Website Structure

- Please use the current websites [://www.dinwiddieva.us](http://www.dinwiddieva.us) and [://www.playdinwiddie](http://www.playdinwiddie) (# pages) as a springboard for quoting; existing raw content will be transferred to the new website
- Adapt forms, manuals, etc., already in use by Dinwiddie County
- Add site help pages, guided tour, tutorials, etc.
- Create various on-site services and features which may include links to search engines, a site index and a site map.

Design/Development Budget

- Develop the hypertext structure and organization of the content for ease of use
- Ensure compatibility/accessibility with "Smart Phones"
- Design site layouts to support a cohesive visual theme, color scheme, etc. which complements the colors of the official county seal.
- Adapt any existing Dinwiddie County department's promotional materials (logos, color schemes, etc.) to create the site's graphical design.
- Design site navigation tools - buttons, menu bars, icons, etc.
- Create links to related Internet sites researched and approved by the project manager
- Provide active content which may include animation, ensuring browser compatibility with the current browser market.
- Allow for 2 sets of revisions per page and 2 sets of revisions for template design.

Functionality/Usability/Testing

- Perform a limited round of use and security testing for site with representatives of the intended user group and make final adjustments
- Develop a site which meets federal standards for handicapped accessibility (Federal guidelines, Section 508). Information can be found at this web site: [.usability.gov](http://usability.gov).

SEO & Social Media

-
- Provide search engine optimization via meta tags and search engine submissions
 - Provide capability for links to social media

Training

- Develop and implement a training plan to teach authorized staff to maintain the website
- Develop web site maintenance documentation to support the training plan and that allows for future re-designs of the site.

Price/Cost Structure

- Complete Price/Cost estimates will be more fully addressed during the interview process and will factor into the final award decision. In your Proposals, however, please address/summarize your typical cost structure, i.e. turn-key price per project or itemized price per task. Also please discuss your hourly pricing policy, i.e. based on personnel level (key versus support); capped; and availability of additional hours if needed and the associated fees.

6.0 OF CONTRACT

TIME IS OF THE ESSENCE in the completion of website development and implementation of the character and quality specified. To that end, it is the desire of the County that all work be completed no later than six (6) months from time of award of contract.

7.0 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 any litigation with respect thereto shall be brought in the courts of Dinwiddie County. The County and the Vendor 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 Vendor shall comply with all applicable federal, state and local laws, rules and regulations, including all reporting deadlines.

7.2 -DISCRIMINATION:

By submitting their proposals, Vendors 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 Vendor agrees as follows:
 - a. The Vendor 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 Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor 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 Vendor 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.

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 businesses.

7.3 IN PUBLIC CONTRACTING:

By submitting their proposals, Vendors 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 Vendor, 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 Vendor shall identify any actual or potential conflicts of interest that exist, or which may arise if the Vendor is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Vendor attests that his/her 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 Vendor, or themselves, to obtain information that would give the Vendor an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Vendor, or itself, to gain any favoritism in the award of this Request for Proposal.

7.4 REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.5 OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Director of Information Technology, Norman Cohen, in writing, to the address listed on page 4 or by e-mail to @dinwiddieva.us **no later than five (5) business days before the proposal due date.** Any revisions to the solicitation will be made only by written addendum issued by the County which shall be posted on the County's website at [://www.dinwiddieva.us/purchasing](http://www.dinwiddieva.us/purchasing).

7.6 :

7.6.1 **Prime Vendor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the proposal number and/or purchase order number; social security number (for individual Vendors) 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, which are to be paid for with public funds, shall be billed by the Vendor at the contract price.
- 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, Vendors 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 Vendor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Vendor 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 the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

7.6.2 **Subcontractors:**

- a. A Vendor awarded a contract under this solicitation is hereby obligated within seven (7) days of the Vendor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract:
 - (1) To pay the subcontractor(s); or
 - (2) To notify the County and the subcontractor(s), in writing, of the Vendor's intention to withhold payment and the reason.
- b. The Vendor 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 Vendor that remain unpaid seven (7) days following receipt of payment from the County, 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 Vendor performing under the primary contract. A Vendor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

7.7 OF TERMS:

The following General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

7.8 OF VENDORS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish all such information and data for this purpose as may be requested.

The County reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the County that such Vendor 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 AND INSPECTION:

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.10 OF CONTRACT:

A contract shall not be assignable by the Vendor in whole or in part without the written consent of the County.

7.11 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 Vendor. 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 Vendor shall comply with the notice upon receipt. The Vendor 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; 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 Vendor accounts for the number of units of work performed, subject to the County's right to audit the Vendor's records and/or to determine the correct number of units independently.

7.12 :

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 Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

7.13 :

Sales to the County 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. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Vendor and become a part of real property. Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The Vendor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments.

7.14 :

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. 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 Vendor further certifies that the Vendor 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. Vendors 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 Dinwiddie 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.)
5. Professional Liability - \$1,000,000.00

7.15 -FREE WORKPLACE:

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor'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 Vendor'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 Vendor that the Vendor 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 Vendor, 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.

7.16 OF VENDORS:

A Vendor 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 Vendor employs ex-offenders unless the County 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.

7.17 TO TRANSACT BUSINESS IN THE COMMONWEALTH:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by the Code of Virginia Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

7.18 :

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, whichever is sooner. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7.19 OF FUNDS:

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

7.20 DOCUMENTS:

- (a) The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the Vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

7.21 AND REGULATIONS:

- (a) The Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- (b) All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Dinwiddie or the Commonwealth of Virginia.

7.22 OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from Offerors/Vendors 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.

7.23 AND OPENING OF PROPOSALS:

- (a) It is the responsibility of the Offeror/Vendor to assure that his/her proposal is delivered to the place designated for receipt of proposals and 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.

7.24 INFORMATION:

Section 2.2-4342-F of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a Vendor 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 Vendor 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.

7.25 ACCEPTANCE PERIOD:

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

7.26 OF PERSONS AND PROPERTY:

- a. The Vendor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the Vendor's operation in connection with the work.
- b. The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

7.27 BY COUNTY FOR CAUSE:

- a. If the Vendor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Vendor violates any provisions of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract then the County may terminate the contract.
- b. Prior to termination of the contract, the County shall give the Vendor and his surety, if applicable, ten (10) calendar days written notice, during which the Vendor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Vendor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Vendor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Vendor and its surety. In no event shall termination for cause terminate the obligations of the Vendor's surety on its payment and performance bonds.
- c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Vendor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

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- d. Upon such termination of the contract, the Vendor shall immediately cease work and shall immediately deliver to the County any and all materials and/or information kept on file, created or obtained on behalf of the County. County shall complete the work by whatever method it may deem expedient. In such case the Vendor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Vendor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
 - e. If it should be judicially determined that the County improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
 - f. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

7.28 BY COUNTY FOR CONVENIENCE:

- a. County may terminate this contract at any time without cause, in whole or in part, upon giving the Vendor notice of such termination. Upon such termination, the Vendor shall immediately cease work. Upon such termination, the Vendor shall take such steps as County may require to assign to the County the Vendor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Vendor 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 Vendor as a direct result of such termination. The Vendor 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, County shall have no further obligations to the Vendor of any nature.
- b. In no event shall termination for the convenience of the County terminate the obligations of the Vendor's surety on its payment and performance bonds.

8.0 TERMS AND CONDITIONS

8.1 USERS/COOPERATIVE PROCUREMENT:

This procurement is being conducted on behalf of the County of Dinwiddie, Virginia and is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated therein, a public body may purchase using another public body's contract even if it did not participate in the Request For Proposals (RFP) or Invitation For Bids (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Vendor, the resultant contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Vendor's responsibility to notify the jurisdictions/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

8.2 OF CONTRACT:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall issue a notice of intent to award the contract to that Offeror by posting such Notice of Intent to Award Contract on the County's web site (www.dinwiddieva.us). 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). Should the County 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.

8.3 ANNOUNCEMENT OF AWARD:

Following the award of a Contract or decision to award a Contract, the County will announce such award of a contract or decision to award a contract by posting a "Notice of Intent to Award" on the County's website at [://www.dinwiddieva.us/purchasing](http://www.dinwiddieva.us/purchasing). Subject to the provisions of *Code of Virginia Section 2.2-4360*, any bidder who desires to protest the award of a contract or decision to award a contract shall submit such protest in writing to the attention of Norman Cohen, Director of Information Technology, 14016 Boydton Plank Rd, P O Drawer 70, Dinwiddie VA 23841 (@dinwiddieva.us) no later than ten (10) days after the "Notice of Intent to Award" has been posted. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

8.4 OF PROPOSAL ENVELOPE:

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

From: _____	<u>September 30, 2011</u>	<u>2:00 p.m.</u>
Name of Offeror/Vendor	Due Date	Time
_____	<u>11-090911</u>	
Street or Box Number	RFP No.	
_____	<u>Development and Implementation of Interactive Website</u>	
City, State, Zip Code	RFP Title	

The envelope should be addressed as directed on Page 4 of the solicitation.

The Vendor 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.

8.5 :

Vendor agrees to indemnify, defend and hold harmless the County of Dinwiddie, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the Vendor, provided that such liability is not attributable to the sole negligence of the using County.

8.6 OF WORK CONDITIONS:

My signature on this solicitation constitutes certification that I am aware of the conditions under which the work must be performed. Claims, as a result of failure to inspect the conditions under which the work is to be performed, will not be considered by the County of Dinwiddie.

8.7 VENDOR RESPONSIBILITIES:

The Vendor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Vendor. The Vendor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8.8 :

Vendors 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.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

9.0 OF PAYMENT

Payments will be made 30 days after receipt of complete and accurate invoice. Invoice must be sent to Dinwiddie County Accounts Payable at P.O. Drawer 70, Dinwiddie, Virginia 23841. No payment will be made to subcontractors. The Vendor shall be fully responsible for all invoicing to applicable entity.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

10.0 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 does not violate any provision of the Virginia Governmental Fraud Act and is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or services, 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 proposal and certify that I am authorized to sign this proposal for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Director 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: _____

If a Corporation, list identification numbers as issued by the Virginia State Corporation

Commission: _____

Address: _____

Signature: _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number or Social Security Number, if individual: _____

Date: _____ Telephone Number: _____

Email Address: _____ Facsimile Number: _____