

Request for Proposals - Cover Sheet

Issue Date: August 26, 2010

RFP Number: VTC 11-001

Title: **Integrated Multi-Media Travel Information Solution**

Issuing Organization Virginia Tourism Authority
d/b/a Virginia Tourism Corporation
901 East Byrd Street, 19th Floor
Richmond, Virginia 23219-4048

Initial Period of Contract: 5 years beginning at contract signing with three one-year options by Virginia Tourism Authority to extend contract

Sealed Proposals must be received by the **AUTHORITY** by **4 p.m. EDT on October 22, 2010**. Official time is that of the time and date stamp housed at the reception desk. Proposals received after that time will not be accepted or considered. Proposals submitted electronically will not be considered.

All Inquiries for Information Should Be Directed To: Terry Minor Phone: 804-545-5523
email: tminor@virginia.org

MAIL OR DELIVER PROPOSALS DIRECTLY TO: THE VIRGINIA TOURISM CORPORATION, 901 E. BYRD STREET, 19th FLOOR, RICHMOND, VA 23219, WEST TOWER RECEPTION DESK.

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

Company Name and Address of Proposer:	Date:
	Contact Name:
	Title:
	Signature:
FEI/FIN NO:	Telephone Number:
Dunn's Number:	Fax Number:
Are you eVA Registered? <input type="checkbox"/> Yes <input type="checkbox"/> No You are required to be an eVA Registered Vendor in order to be awarded a contract.	E-Mail Address:

MANDATORY PRE-PROPOSAL CONFERENCE/TELECONFERENCE: A mandatory pre-proposal conference/teleconference will be held at **3:30 p.m. EDT, September 9, 2010**, at the offices of the Virginia Tourism Corporation at the address above. **Proposals will only be accepted from those who participate in this conference.**

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I. Purpose

The purpose of this Request for Proposals (RFP) is to enter into an agreement (“Agreement” or “Contract”) with a qualified firm or firms to provide an integrated solution to disseminate information to travelers in the Commonwealth of Virginia at the Virginia Welcome Centers with particular emphasis on scenic and historic sites across the Commonwealth. **IMPORTANT: This procurement is subject to a financial assistance contract between the Virginia Tourism Authority and the Virginia Department of Transportation and an award of Federal Highway Transportation Enhancement Funds for the project.** The consultant will be required to comply with all terms and conditions under the provisions of Federal Acquisition Regulations, 48 CFR 31 and other Federal Regulations as applicable.

II. Overview

The Virginia Tourism Corporation is partnering with the Virginia Sesquicentennial of the American Civil War Commission, the Virginia Wine Board, Virginia Civil War Trails Program, Virginia Department of Transportation and the Civil War Preservation Trust (the “PARTNERSHIP”) to develop and implement an electronic multi-media information and mapping solution with particular emphasis on scenic and historic sites across the Commonwealth for use at Virginia Welcome Centers with the potential to expand to other local and regional visitor centers in the Commonwealth.

Virginia has a unique opportunity to capitalize upon the 150th anniversary of the American Civil War to promote and preserve its historic and natural assets. Virginia recognizes the importance of the upcoming sesquicentennial of the Civil War and the parallel opportunities to boost the economy and job creation in the Commonwealth through tourism based initiatives. Virginia wants to use these opportunities to further promote historic highway programs through tourism based initiatives tied directly and indirectly to the Civil War sesquicentennial. With a preponderance of Civil War battle sites within its borders, the Commonwealth could bring travelers interested in history to Virginia while expanding their travel experience to include other scenic and cultural destinations.

Virginia currently provides tourists with a hard copy of “A Map of Scenic Roads in Virginia”. This map depicts Virginia’s expansive inventory of officially designated Virginia Byways and National Scenic Byways, as well as other Scenic Roads recognized for their scenic qualities. The map also highlights attractions such as: bicycle routes, recreational trails, public lands, wineries/vineyards, historical attractions, national historic sites and Civil War battlefield parks/sites. Virginia desires to take this opportunity to expand informational access to its scenic byways and roads; as well as its recreational, scenic, wineries, agricultural and historic attractions through electronic means. Making the various aspects of “A Map of Scenic Roads in Virginia” available electronically to travelers serves as a framework for project and is a key end product for this project.

The Virginia General Assembly created the Virginia Tourism Authority in 1999 to encourage and support the development and expansion of the Commonwealth’s tourism and film industry. The Authority, doing business as the Virginia Tourism Corporation (hereinafter known as the “VTC”), serves the broader interests of the economy of Virginia by supporting, maintaining, and expanding the Commonwealth’s domestic and international travel market and motion picture production industry, thereby generating increased visitor expenditures, tax revenues, and employment. Website is www.virginia.org

The Virginia Department of Transportation (hereinafter known as “VDOT”) oversees the federally funded Transportation Enhancement, Virginia Byways and the National Scenic Byways programs in addition to its primary focus areas of maintenance and construction of roadways and other transportation facilities. VDOT also maintains the 511 traffic and travel information. Each of these programs focuses on enhancing the traveler’s experience. Website is www.virginiadot.org.

In 2006, the Virginia General Assembly created the Virginia Sesquicentennial of the American Civil War Commission (hereinafter known as the "COMMISSION") to prepare for and commemorate the sesquicentennial of Virginia's participation in the American Civil War. The Commission shall have the duties and powers to "plan, develop, and carry out programs and activities appropriate to commemorate the sesquicentennial (150TH anniversary) of the American Civil War." Website is www.virginiacivilwar.org

The Virginia Wine Board (hereinafter known as the "VWB") was established by the Virginia General Assembly in 2004 within the Department of Agriculture and Consumer Services. The purpose of the VWB is to allocate funds to projects that expand viticultural and enological research, education, and promotion of the growing of grapes and the production of wine in the Commonwealth. The VWB develops and implements integrated marketing programs, that encourage visits to the Virginia wineries and encourages sales of Virginia wine within the marketplace. By encouraging visitors to drive to local wineries, and by building a healthy Virginia wine industry, the VWB is strengthening rural and agricultural economies and helping with land preservation within Virginia. Website is www.virginiawine.org

The VTC, COMMISSION, VDOT and VWB receive spending authority through the Commonwealth's Appropriation Act. The award of a contract as a result of this request for proposal shall be made upon competitive principles. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses owned by women and minorities in state procurement activities. Toward that end, proposers are encouraged to provide for the participation of state certified small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

The Virginia Civil War Trails Program (hereinafter know as "VCWT"), a IRC §501 (c)(3) not-for-profit corporation, has partnered with state and local governments to interpret more than 400 sites in 98 localities across the Commonwealth. Virginia Civil War Trails allows travelers to visit both well-known and less familiar Civil War Sites associated with America's greatest drama. Website is www.civilwartrails.org

The Civil War Preservation Trust (hereinafter know as "CWPT") is America's largest not-for-profit organization (IRC §501 (c)(3)) devoted to the preservation of our nation's endangered Civil War battlefields. The CWPT also promotes educational programs and heritage tourism initiatives to inform the public of the war's history and the fundamental conflicts that sparked it. Since 1987, the organization has saved more than 29,000 acres of hallowed ground. Website is www.civilwar.org

III. Statement of Needs

The PARTNERSHIP is seeking a contractor to develop and implement an Electronic Multi-Media Travel Information Solution for the Commonwealth of Virginia's Welcome Centers. The purpose of which is to provide travelers in and to Virginia with the ability to get information on destinations, attractions, scenic roadways, historic sites, wineries and directions within Virginia. The solution must be able to accommodate present and future technologies such as smart phones, iPhones, iPods, blackberries, GPS devices, WIFI connectivity, etc. The solution must be sustainable beyond 2015 and continue to be able to support all tourism assets of the Commonwealth.

The solution will be divided into four (4) phases. The **first phase** is the development, testing and infrastructure support of the proposed solution. The **second phase** is the hardware installation and launching of the program at seven (7) state Welcome Centers selected by the Partnership. The **third phase** is the expansion of the solution to the remaining four (4) Welcome Centers. An **optional fourth phase** is providing

recommendations for future expansion to other rest areas or local visitor centers as well as maintenance and upkeep of solution in Commonwealth Welcome Centers

A. SOLUTION INFRASTRUCTURE & DEVELOPMENT REQUIREMENTS

1. The Websites of the VTC, the Virginia Wine Board, the Virginia Civil War Trails and the Civil War Preservation Trust; as well as the VDOT scenic road map and Virginia's 511 travel and traffic information program are important tools used to entice visitors to make Virginia a travel destination. The program's intent is to use these tools as a basis for developing a web-based travel information solution at Virginia's Welcome Centers and supporting infrastructure that will be dynamic and adaptable to future technologies. This will include making the VDOT scenic road map available electronically. The Contractor is expected to be innovative and knowledgeable of today's cutting edge technologies and web-based data management and software and hardware applications.
2. The Partnership expects a deliverable product by July 1, 2011 for phases one and two in time for the first major commemorative Civil War event at Manassas Virginia. The deliverable shall include, at a minimum, the software and hardware required to launch the solution. The solution must be tested both on and off site.
3. The Contractor will provide a timeline for applications and infrastructure development and launch allowing time for appropriate testing to meet the expectations of the Partnership. The timeline will indicate major milestones to be accomplished during development and implementation of the solution.
4. The solution will be based upon the SQL Server 2008 data platform currently used by the VTC and include the capability of migration to any future version that may be developed.
5. The applications will be developed to use or integrate seamlessly with the .NET framework programming suite used by the VTC.
6. Any current application(s) data must be migrated into the new solution to assure that transition will be accomplished with minimal manual intervention and impact on all partner operations. Any programming and modifications must be done without interruption to existing partner applications.
7. The Contractor will propose a management and maintenance infrastructure to support the solution including annual estimated maintenance costs, equipment requirements, and projected employment and costs associated with such infrastructure.
8. The Contractor will provide the equipment and software necessary to develop and test application(s) associated with the solution development to include on-site testing.
9. The Contractor will make recommendations on hardware configuration and software components that may be required to develop and operate the solution.
10. The Contractor will develop and implement planning sessions with the Partnership and applicable staff to outline requirements of the new solution.
11. The Contractor will provide a weekly report to the VTC for the Partnership on solution development progress. Periodic progress meetings will be scheduled between the Contractor and Partners. The Partnership may, at its discretion, modify the meeting schedule as the need arises.

B. SOLUTION FEATURE REQUIREMENTS

1. Database Design and Structure The solution must support web-based applications to accommodate the following features while being adaptable to possible future features that may arise. The solution must be structured in a way that will integrate directly with information from the VTC Web database, selected Partner and other Virginia travel industry affiliates in an automated fashion where possible.
 - a) Mapping components that utilize existing APIs such as Google, MapQuest, Bing, etc.
 - b) Listing categorization for filtered results display
 - c) Accommodate listing uniqueness
 - d) Content development and management system
 - e) Web analytics integration (Google type analytics)
 - f) Basic trip planning functionality and trip itinerary capability
 - g) Recommendation engine functionality such as those found on Amazon.com.
 - h) Keyword and Boolean based search filtering and/or Google type search capability
 - i) Administrative user management console
 - j) Bulk upload of data from VTC database, partner databases and other approved affiliates.
 - k) Other potential future capabilities
2. Filtering and Search Mechanisms –The solution must be able to accommodate robust filtering and search capabilities allowing maximum flexibility for the user to find what he/she is seeking. Below listed are probable search features that would likely be used by travelers.
 - a) Location based – geographic, address, city, town, county etc.
 - b) Radius search capability with point of interest display and filters
 - c) Categories, themes, sub-categories, experiences, etc.
 - d) Relational content such as related articles, related listings
 - e) Recommended content such as others also viewed, most popular, etc
 - f) Advanced sorting such as, most recent, date range, regional, etc.
 - g) Interactive Mapping functionality –Have robust mapping capability that will provide features identified below.
 - (1) What is nearby mapping
 - (2) Basic Trip planner connectivity
 - (3) Route planning/driving directions
 - (4) Points of interest
 - (5) Themed maps (e.g. Scenic Byway Map, Civil War Trails, Virginia Winery Guide, Festivals, etc)
 - (6) 511 traffic and travel information
 - (7) Other potential future mapping capabilities
3. Possibly offering WIFI accessibility for the traveler through a login and registration process.
4. Trip Planning Functionality –Such capability would include:
 - a) Route planning and driving directions that would be available through Google Maps, NAVTEQ, etc.

- b) Where necessary, coordination with VDOT's 511 system to indicate possible delays, construction activities or incidents that could impede travel.
 - c) Other capabilities that may be determined necessary.
5. Ability to easily and remotely update site(s) and database information as needed.
 6. Security access, where needed, to comply with Commonwealth of Virginia standards.
 7. PRE- AND POST-LAUNCH SUPPORT –Provide support for the new applications and post launch maintenance to include, updates, upgrades, error corrections, etc.
 8. Proposal to train applicable Partnership staff on the use and maintenance of the applications and equipment.
 9. Develop an on-line training tool for application usage by Partnership and Virginia Welcome Center staff.

C. PROPOSER EXPERIENCE -

1. Provide an organizational chart of your company, showing key personnel assigned to this account and their role in the project. Include any new positions that would be created as a result of receiving the award of a Contract.
2. Provide organization chart(s) of any proposed subcontractor(s) to provide services under this contract. Identify names and positions on the chart of personnel that would work on this account. Include any new positions that would be created as a result of receiving the award of a Contract.
3. Identify the persons within your firm and/or any proposed subcontractor who will manage the account on a day-to-day basis, who will back up the manager, and who will have final responsibility for account management.
4. Provide a vitae of education, professional development and experience for each person who may be assigned to this solution.
5. Describe special skills and past experiences of key personnel that might contribute to the successful completion of this solution.
6. Describe any staff functions that you consider unique to your company or which better prepare you to handle the Partnership account.
7. Provide a written explanation of Proposer qualifications to include specific experience in providing the services described herein. This should include specific examples of projects or solutions similar to what is being requested.
8. Demonstrate experience by providing name, address, and phone number of accounts for whom the proposer/team has performed this type of service within the past 5 years, along with a description of work performed for each account. Include the names of proposed team members who worked on these accounts where applicable.

9. Provide a list of your five top accounts by gross billings during the past 36 months.
10. Provide names and addresses of any subcontractors that may be used in the performance of this solution including the subcontractor experience in delivering services described in this proposal. Include a discussion of Proposer's direct experience with said subcontractors. Describe the subcontractors experience as it relates to the requirements identified in the RFP and how they support the Proposers ability to complete a proposed solution.
11. Any other relevant information which demonstrates the Proposer's ability to complete a Solution such as the one being requested.

IV. Ownership of Material and Databases

All electronic files and databases, and all reports and materials used or created during the performance of this contract, shall be the property of the VTC and shall not be used by Contractor for any use other than fulfilling the obligations under this contract without VTC's prior written consent. The Contractor may not sell or share any of this information without the written consent of the VTC. All property of the Partnership shall be turned over to the VTC within 10 business days upon completion or termination of the contract in a format to be determined by VTC. Ownership rights do not extend to copyrights of other proprietary applications, software, hardware, etc. used in the solution or owned by any of the Partners in this project.

V. Proposal Preparation and Submission Requirements

A. General Requirements

1. The Partnership reserves the right to cancel or postpone the RFP for any reason at any time prior to the proposal submittal deadline. If the Partnership postpones the RFP after a mandatory pre-proposal conference, only those parties that attended the conference will be permitted to submit a proposal when the process re-starts. Those Proposers will be notified in writing by mail delivery, FAX, or email of any cancellation or postponement. Proposers will also be notified in like manner of the procedure that will be followed should the process be resumed.
2. **RFP Response:** In order to be considered for selection, Proposers must submit a complete response to this RFP in the required form: One (1) signed original, so marked "ORIGINAL" and eight (8) electronic (CD or DVD) working copies of the proposal. The electronic documents must be Microsoft Word or PDF format. Any electronic video or audio components must be Microsoft Media compatible. The Proposer shall make no other distribution of the proposal.
3. Proposal Preparation:
 - a) An authorized representative of the Proposer shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in requiring prompt submission of missing information and/or giving a lowered evaluation score to the proposal. Proposals missing any required information identified in Section V. B., Proposal Submission Requirements, will be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. **Proposals received after 4 p.m. EDT on October 22, 2010 will not be considered.**

- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities and qualifications to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c) Proposals should be organized in the order in which the requirements are presented in the section V. B., Proposal Submission Requirements, below using the Proposal Submission Document that will be provided by the VTC to participants in the pre-proposal conference/teleconference. All pages of the proposal should be numbered. Each section of the proposal should reference the paragraph number of the corresponding section of the RFP where applicable, citing the paragraph number, sub-letter. If a response to any section covers more than one page, the paragraph number and sub-letter and title of the section should be repeated at the top of the next page. The proposal should contain a table of contents. Any information which the Proposer desires to present that does not fall within any of the requirements should be attached at the end of the proposal and referenced within the designated section to which it applies. Proposals that are not organized in this manner risk elimination from consideration or could result in scoring degradation.
- d) The one (1) signed original proposal should be 3-ring bound in a single volume where practical. All documentation submitted with the proposal should be contained within that single volume, including one electronic version of the proposal. Any electronic versions must contain all proposal pages and attachments to the proposal.
- e) Identification of Proposal Envelope
The proposal must be submitted in a separate envelope or package, sealed, and identified as follows. Any unsealed proposals will not be accepted. If the proposal package is not marked as described below, the Proposer takes the risk that the package may be inadvertently opened or misplaced and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the VTC office issuing the solicitation.

RFP No. <u>VTC 11-001</u>	Due Date <u>10/22/10</u>	Time <u>4 p.m. EDT</u>
<u>Integrated Multi-Media Travel Information Solution</u>		<u>Attention: Terry Minor</u>
From: _____		
Name of Proposer		

Street or Box Number		

City, State, Zip Code		

- f) Ownership of data, materials, and documentation originated and prepared for the Partnership pursuant to the RFP shall belong exclusively to the VTC and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Proposer must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data

or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

4. Oral Presentation: Upon evaluation of the proposals received, three or more fully qualified proposers (unless fewer than three proposers are fully qualified) will be invited to present and elaborate on their qualifications and performance data or staff experience pertinent to the proposed project as well as alternative concepts. This is a fact finding and exploratory session only and does not include negotiation. The VTC will schedule the time and location of these presentations.
5. Financial Statements: Financial statements may be requested by the Partnership at its sole discretion.

B. Proposal Submission Requirements

Proposals should be as complete and succinct as possible so that the Partnership may properly evaluate proposer capabilities to provide the required services. The Proposer is expected to include the following items in their proposal:

1. Signed and completed RFP cover sheet.
2. A complete unaltered copy of this RFP in its entirety.
3. All addenda, CD or DVD and acknowledgments, if any.
4. Response to this RFP on the form provided following the Pre-Proposal conference.
5. Completed "Proposer's Information" form (Attachment A) for the proposer and each proposed subcontractor to be used under this Contract.
6. Completed "(SWAM) Utilization Plan" form for the Proposer and each sub-contractor.
7. Completed "Firm Data Sheet" for the Proposer and each sub-contractor.
8. Completed "Certification Regarding Disbarment" for the Proposer.
9. Solution Infrastructure and Development Requirements:

The Partnership has outlined infrastructure and development requirements in Sec. III. A. Describe Proposer's specific capabilities, qualifications and past experience providing such services as it relates to the infrastructure and development requirements outlined. Describe how the Proposer would develop project scope, developmental time-line, hardware and software recommendations, and infrastructure support requirements. Also, describe how the Proposer would coordinate developmental activities with the Partnership to assure project remains on-time.

10. Solution Feature Requirements:

The Partnership has outlined specific feature requirements in Sec. III.B. Describe Proposer's specific capabilities, qualifications, past experience and expertise in providing such features in a solution or solutions. Include how such features were incorporated within a solution and its innovative characteristics or application to a particular solution.

11. Proposer Experience:

The partnership has outlined the experience requirements in Sec. III. C. The Proposer must respond to each of the elements in this section. In the response, begin each section by repeating the requirement statement then providing the information related to that requirement. The following are also required to be submitted by the Proposer to support its related experience in developing multi-media solutions.

12. Small, Women, and Minority-Owned Business (DBE/SWAM) Participation

The VTC is required to provide every opportunity for the participation of state certified small, woman, and minority-owned businesses. The Partnership also requires Contractor to provide every opportunity for the participation of state certified small, woman, and minority-owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of this contract.

- a) Complete SWAM Utilization Plan (Attachment B). If proposer is a Department of Minority Business Enterprise (DMBE)-certified DBE/SWAM vendor, be sure to complete the certification information on the first page. Proposer must be certified by DMBE as a SWAM vendor by the proposal due date and complete the certification information on the first page in order to be awarded available points.
- b) Also, provide strategies to ensure these state certified DBE/SWAM vendors are given every consideration to be included in your subcontracting plans. Do this by filling in the table on the third page of Attachment B to show your firm's plans for utilization of DBE/SWAM businesses in the performance of this contract. The subcontractors you are proposing to use must be certified by DMBE as DBE/SWAM vendors by the Proposal due date and the information must be provided on Attachment B in order for Proposer to be awarded available points. Also complete the certification information on the first page of Attachment B separately for each DBE/SWAM subcontractor you plan to use under this contract.

VI. Evaluation and Award Criteria

A. Award of Contract

The Proposer deemed to be fully qualified and best suited among those submitting proposals would be identified using the evaluation factors stated below. The VTC will select the Proposer, which in its opinion is the best qualified. Negotiation shall then be conducted beginning with the proposer ranked first. If a contract satisfactory and advantageous to the VTC can be negotiated at a price considered fair and reasonable, the award shall be made to the proposer. Otherwise, negotiations with the proposer ranked first shall be formally terminated and negotiations conducted with the proposer ranked second and so on until such a contract can be negotiated at a fair and reasonable price. The VTC may cancel this RFP or reject

proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference the terms and conditions of the solicitation and Contractor's proposal as negotiated.

B. Evaluation Criteria

The Partnership seeks a contract for goods and services described herein and as modified through negotiations with the responding Proposer submitting the best proposal. The written proposals, demonstrations, any oral presentations and any negotiated offers will be evaluated and judged by the Partnership based on the following criteria:

	Maximum Point Value
1. Solution Infrastructure & Development	25
2. Solution Feature Requirements.	25
3. Proposer Experience	40
4. DBE/SWAM	10
Total	100

C. Clarification Process

Proposers may be requested to clarify ambiguities or information presented in the proposal. Clarifications may be sought throughout the process of evaluation. It is incumbent on the Proposer to respond adequately and in a timely fashion to these requests. Proposers may also be required to present their proposals orally, after which time the selected Proposers will be evaluated.

After the closing date and time, no additional information will be accepted from Proposers except information specifically requested by the Single Point of Contact (SPOC) identified below. Proposers are to make no unsolicited contact with any Partnership personnel during the evaluation period. Extraordinary requests for an exception to this prohibition against contact with Partnership personnel may be directed to the SPOC.

VII. Single Point of Contact (SPOC)

Submit all inquiries regarding this RFP in writing by email with the subject line: "Questions on Integrated Multi-media Travel Information Solution to:

SPOC: Terry Minor
Email: tminor@virginia.org

VTC does not guarantee a response to questions received less than four (4) business days prior to the proposal due date. No questions will be addressed orally.

To ensure timely and adequate consideration of proposals, potential Proposers are to limit all contact pertaining to this RFP to the designated SPOC for the duration of this procurement process.

VIII. Mandatory Pre-Proposal Conference

A **mandatory pre-proposal conference/teleconference** will be held at **3:30 p.m. EDT, September 9, 2010**, at the Virginia Tourism Corporation, West Tower, 19th Floor, 901 E. Byrd Street, Richmond, VA 23219. The purpose of this conference/teleconference is to allow potential Proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation. All of the requirements are set forth in the RFP and will not be handed out at the conference/teleconference. The agenda will include an overview of the RFP format and review the proposal preparation instructions in detail. There will be no opportunities for private or individual presentations.

Due to the importance of all Proposers having a clear understanding of the specifications/scope of work and requirements of this solicitation, **participation at this conference/teleconference is MANDATORY and will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Proposers who are represented at this pre-proposal conference/teleconference.** Participation at the conference/teleconference will be evidenced by the representative's signature on the attendance roster or name given over the phone during conference as teleconference participant. For those attending via teleconference, be sure you acknowledge your presence when your name is called out during roll call. If you do not acknowledge your presence you will not be considered in attendance and therefore will not be able to submit a proposal. No one will be admitted after **3:40 p.m.**

To participate in the pre-proposal conference/teleconference, Proposers must register in advance by sending an email to tminor@virginia.org or calling Terry Minor at 804-545-5523 **not later than 4 p.m., September 7, 2010**. The following information must be provided during pre-registration: Name of Company, Name of Participant(s), Email address(es), Phone number(s), and whether you are participating in person or via teleconference. Those indicating participation via teleconference will be provided the conferencing bridge access information.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation to the participants in the conference.

IX. General Terms and Conditions

A. 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 Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

B. Anti-Discrimination

By submitting their proposals, Proposers certify to the Commonwealth that they will conform to the provisions of: the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable; the Virginians With Disabilities Act; the Americans With Disabilities Act; and Section 2.2-4311 of the Virginia Public Procurement Act.

In every contract over \$10,000 the following provisions 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, or disabilities, except where religion, sex, or national origin 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 and 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 these provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **Ethics in Public Contracting**
By submitting their proposals, Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from another Proposer, 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.
- D. **Immigration Reform and Control Act of 1986**
By submitting their proposals, Proposers 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 and Reform and Control Act of 1986.
- E. **Debarment Status**
By submitting their proposals, Proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type services covered by this solicitation, nor are they an agent of any person or entity that is currently so disbarred. (Attachment D, CERTIFICATION REGARDING DEBARMENT)
- F. **Antitrust**
By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- G. **Mandatory Use of VTC Form and Terms and Conditions**
Request For Proposal: Failure to submit a proposal on the official VTC form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the VTC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

H. Clarification of Terms

If any prospective Proposer has questions about the specifications or other solicitation documents, the prospective Proposer 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.

I. Payment Terms

1. To Prime Contractor:

- a) Any payment terms requiring 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.
- b) Payment Date. As used in this clause, unless the context clearly shows otherwise the term "payment date" means either (i) the date on which payment is due under the terms of the Contract for provision of goods or services; or (ii), if such date has not been established by the Contract, thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later.
- c) Defect or impropriety in the invoice or goods and/or services received. In instances where there is a defect or impropriety in an invoice or in the goods or services received, the VTC shall notify the supplier of the defect or impropriety, if such defect or impropriety would prevent payment by the payment date, within fifteen days after receipt of such invoice or such goods or services.
- d) Date of postmark deemed to be date payment is made. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of these provisions.
- e) Invoices
Invoices for goods and services ordered, delivered and accepted by VTC shall be submitted by the Contractor directly to the payment address shown below. All invoices shall show the Contract number and/or purchase order number, social security number (for individual contractors) or the federal identification number (for proprietorships, partnerships, and corporations), invoice number and details of services provided along with supporting documentation for reimbursable costs. Failure to provide the above shall result in the invoice being returned to the Contractor. The VTC shall not be liable for any resulting delays in payment as a result.

Invoice shall be submitted to:

Virginia Tourism Corporation
Attn: Accounts Payable
901 East Byrd Street
Richmond, VA 23219-4048

- f) All goods or services provided under this contract shall be billed by the Contractor at the contract price.

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 VTC 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 VTC, except for amounts withheld as stated 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 VTC.
- J. **Precedence of Terms**
Paragraphs A-I 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.
- K. **Qualifications of Proposers**
The VTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the services and the Proposer shall furnish the VTC all such information and data for this purpose as may be requested. The VTC reserves the right to inspect the Proposer's physical facilities prior to award to satisfy questions regarding the Proposer's capabilities. The VTC further reserves the right to reject a proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy the VTC that such Proposer is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- L. **Testing and Inspection**
The VTC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **Assignment of Contract**
A contract shall not be assignable by the Contractor in whole or in part without the written consent of the VTC.
- N. **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 VTC 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 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 a result of such order and shall give the VTC a credit for any savings. Said compensation shall be by mutual agreement between the parties in writing.

- O. **Default**
In case of failure to deliver goods or services in accordance with the contract terms and conditions, the VTC, 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 that the VTC may have.
- P. **Availability of Funds**
It is understood and agreed between the parties herein that the VTC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Q. **Cancellation of Contract**
The VTC reserves the rights to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.
- R. **Ownership of Intellectual Property.**
All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the VTC. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the VTC to evidence VTC's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- S. **eVA Business-to-Government Vendor Registration.**
The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the EVA Internet e-procurement solution either through eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or proposers must register in eVA; failure to register will result in the bid/proposal being rejected.

X. Special Terms and Conditions

- A. **Ownership of Material and Proprietary Information**
Ownership of all data, material and documentation originated and prepared for the VTC pursuant to this RFP and any resulting contract shall belong exclusively to the VTC and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Act, however, the Proposer must invoke protection of the specific sections prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why this protection is necessary. Where Proposer furnishes required price or cost information incident to this RFP, no claim of trade secrets or proprietary information may be asserted with respect to such price or cost information.

B. Advertising

In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the VTC or its Partners shall be used in product literature, news releases, applications for awards or advertising, unless approved by the VTC Project manager in writing in advance.

C. Proposal Acceptance Period:

Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

D. Releases of Information

The VTC is the only entity authorized to issue any and all information releases relating to this RFP, its evaluation, award of any contract and the resulting performance hereunder.

E. 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 Federal Highway Administration (FHWA), whichever is sooner. The VTC, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

F. Drug Free Workplace

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on VTC/State property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

G. Insurance

By signing and submitting a proposal under this solicitation, the Proposer certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded.

The Proposer further certifies 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:

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 VTC 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 VTC is to be named as an additional insured with respect to the services being procured.
 4. Automobile Liability: \$1,000,000.
- H. **CONFIDENTIALITY (Virginia Tourism Corporation):** The VTC or its Partners agrees that neither it nor their 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 § 2.2-4342F of the *Code of Virginia*. 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 VTC.
- I. **CONFIDENTIALITY (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without 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.
- J. **Independent Contractor Status**
It is agreed that the Contractor is an independent contractor and neither it, nor its employees, are agents or employees of the VTC.
- K. **Taxes**
The Contractor shall assume full responsibility for payment of all local, State, and Federal taxes and pay all such tax liabilities in accordance with regulations associated with such payments.
- L. **Disclosure**
The terms of this contract only obligates the VTC and is not an obligation of the Commonwealth of Virginia; nor does it convey, carry, or invoke the full faith and credit of the Commonwealth of Virginia.
- M. **Minority/Women Owned Businesses Subcontracting and Reporting**
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 businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms, the contractor shall report to VTC the following information on a quarterly basis: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

- N. **CERTIFICATION TESTING PERIOD - SYSTEMS**: The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the VTC will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
- O. **CERTIFICATION TESTING PERIOD - HARDWARE**: Equipment ordered herein shall be subject to inspection and a 30-day testing period by the VTC. Contractor equipment which is found to not meet the specifications or other requirements of the purchase agreement may be rejected and returned to the vendor at no cost (including return transportation) by the VTC. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
- P. **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.
- Q. **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.
- R. **EQUIPMENT ENVIRONMENT**: Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the vendor's bid or proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the VTC's responsibility to prepare the site at its own expense to meet the environmental specifications provided.
- S. **EXCESSIVE DOWNTIME**: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 14 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of VTC. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 21 days following the request for replacement.

- T. **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 the contract unless requested by VTC in writing.
- U. **LIMITATION OF USE:** The VTC's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the VTC shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another VTC site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the VTC's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the VTC. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the VTC, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.
- V. **MAINTENANCE:** Upon expiration of the specified warranty period and at the VTC's option, the contractor shall provide up to 3 additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the VTC in writing at least 30 days prior to expiration of the existing maintenance period.
- W. **NEW EQUIPMENT:** Unless otherwise expressly stated in writing by VTC, any equipment furnished under the contract shall be new, unused equipment.
- X. **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.
- Y. **PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- Z. **QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The VTC reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- AA. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the contract to another location, the VTC reserves the right to do so at its own expense. If contractor supervision is required, the VTC will provide prior written notice of the move at least thirty (30) days in advance, in which case the contractor shall provide the required services

and be reasonably compensated by the VTC. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

- BB. **RENEWAL OF MAINTENANCE**: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional 3 one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal.
- CC. **REPAIR PARTS**: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the VTC.
- DD. **SERVICE PERIOD (ROUTINE)**: Contractor shall provide 24 hour toll-free phone support with maximum a 2 hour return call response time. On-site maintenance services shall carry a 48 hour response time following initial notification and be available during the normal working hours of 8 A.M. to 5 P.M. Monday through Sunday, excluding state holidays.
- EE. **SERVICE REPORTS**: Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
- FF. **SOFTWARE UPGRADES**: The VTC shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the VTC's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- GG. **SOFTWARE DISPOSITION**: Unless otherwise instructed by the contractor, the VTC shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the VTC does reserve the right to retain one copy of the software for archival purposes when appropriate.
- HH. **SOURCE CODE**: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the VTC shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the VTC shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the VTC in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- II. **TERM OF SOFTWARE LICENSE**: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the VTC reserves the right to terminate the license at any

time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The VTC further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

- JJ. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the VTC's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- KK. **TITLE TO SOFTWARE:** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- LL. **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.
- MM. **WARRANTY OF SOFTWARE:** The contractor warrants the operation of all software products for a period of 12 months from the date of acceptance. During the warranty period, the contractor shall provide 24 hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation
- NN. The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned VTC products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.
- OO. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
3. Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

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

XI. Renewal of Contract

This contract may be renewed by VTC for three successive one-year periods under the same terms of the current contract. VTC will provide Contractor written notice of intent to renew at a reasonable time (approximately 30 days) prior to expiration of either the initial period or any subsequent renewal periods.

XII. Attachments

- Attachment A – Proposer's Information – Must Complete and Submit with Proposal for Self and all Subcontractor to be used for this Contract
- Attachment B – Small, Woman-Owned, and Minority-Owned Businesses (SWAM) Utilization Plan – Must Complete and Submit with Proposal to be Awarded Points and Must Submit 1st Page of Attachment B for each DBE/SWAM Subcontractor
- Attachment C – Firm Data Sheet
- Attachment D – Certification Regarding Debarment
- Attachment E – Preparation Checklist

PROPOSER'S INFORMATION

NOTE: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your offer non-responsive.

1. **QUALIFICATION:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **COMPANY/PROPOSER'S INFORMATION AND PRIMARY CONTACT:**

Company/Proposer Name: _____

Preparer Name: _____

Phone: _____ Date _____

3. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

4. **VENDOR INFORMATION**

FIN or FEI Number _____ if Sole Proprietor, Corporation, or Partnership

Social Security Number: _____ if Individual

5. **TYPE OF ORGANIZATION**

Proposer operates as a(n) () Individual proprietorship, () State or Local Agency, () Partnership, () Association, () Joint Venture, () Educational Institution, () Not-for Profit, () Corporation organized and existing under the laws of the State of _____, authorized to do in Virginia the business provided for in any resultant contract.

6. **AFFIRMATIVE ACTION**

It is the policy of the Virginia Tourism Corporation to pursue an aggressive contract compliance program that will ensure that all business entities contracting with the Virginia Tourism Corporation will maintain nondiscriminatory hiring and employment practices for all persons without regard to race, color, religious creed, ancestry, national origin, sex or age. All Proposers must certify that they are and will continue to be in compliance with the nondiscrimination requirements in this request for proposal.

7. **EVA REGISTRATION**

All Vendors desiring to provide goods and/or services to the VTC shall participate in the eVA Internet eProcurement solution either through the eVA Basic Vendor Registration or eVA Premium Vendor Registration Service. All bidders or proposers must register in eVA; failure to register may result in the bid/proposal being rejected.

Are you eVA Registered? Yes No. Date of Registration _____

Headquarters Account Code: _____;

Headquarters Account Legal Name: _____

Vendor/Customer Number: _____; Legal Name: _____

It is the policy of the Virginia Tourism Corporation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on the web site (<http://www.dmb.e.state.va.us/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

49 CFR Part 26 requires VTC to collect certain data about firms attempting to participate in VTC contracts. This data must be provided on the enclosed Firm Data Sheet (Attachment C).

VTC is also required to capture DBE and Small, Women, and Minority-owned (SWaM) businesses payment information on all contracts. The successful prime consultant will be required to report such expenditures quarterly to the VTC for this project.

Any DBE or SWaM firm must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If the DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM participation only if the other firm is itself a DBE or SWaM.

DBE or SWaM certification entitles consultants to participate in VTC's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VTC work nor does it attest to the firm's abilities to perform any particular work.

**SMALL, WOMAN-OWNED, AND MINORITY-OWNED BUSINESSES
(SWAM) UTILIZATION PLAN**

Company/Proposer Name: _____

Preparer Name: _____

Date: _____

Instructions: Complete the appropriate information below for the Proposing firm and for each proposed subcontractor. Then, complete the FIRM DATA SHEET, Attachment C to show your firm's plans for using small, woman-owned and minority-owned businesses in the performance of this contract. Proposer and subcontractors must be certified by DMBE prior to the proposal due date to be awarded SWAM points. This form must be completed to be awarded SWAM points.

Is your business a **Small Business** certified by the Department of Minority Business Enterprise?

Yes No

If yes, certification number: _____ Certification date: _____

Is your business a **Woman-Owned Business** certified by the Department of Minority Business Enterprise?

Yes No

If yes, certification number: _____ Certification date: _____

Is your business a **Minority-Owned Business** certified by the Department of Minority Business Enterprise?

Yes No

If yes, certification number: _____ Certification date: _____

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.

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

MINORITY-OWNED INDIVIDUAL: "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

Attachment B (continued)

2. “Asian American” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. “Hispanic American” means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. “Native American” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

WOMAN-OWNED BUSINESS: Women-owned business means a business concern that is at least 51 percent owned by one or more women who are U.S. 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 the daily 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.

IMPORTANT:

All small, woman, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) prior to the proposal due date to be counted in the SWAM program. Certification applications are available through DMBE online at www.dmb.e.virginia.gov .

FIRM DATA SHEET (DBE)

Funding: E (S=State F=Federal)

RFP No.: VTC 11-001

RFP Due Date: 4 p.m. EDT, October 22, 2010

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all sub-consultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of additional sheets. Failure to submit all of the required data will result in the Proposal not being considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age (YY,MM)	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE N = DBE/SWAM Firm Not Certified by DMBE
 NA = Firm Not Claiming DBE/SWAM Status
 YS = SWAM Firm Certified by DMBE.
 Also indicate whether small, woman-owned, or small business.

DMBE is the Virginia Department of Minority Business Enterprise.

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
(To be completed by the Proposer)

Project: *Integrated Multi-Media Travel Information Solution*

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

PREPARATION CHECKLIST

To assure your proposal is completed to fully comply with the requirements of this RFP, the following checklist is provided listing the required documentation.

- 1) Complete copy of unaltered RFP in its entirety including signed and executed RFP Cover Sheet
- 2) Complete response to RFP in its entirety on form to be provided by VTC
- 3) Acknowledgment of Addenda (if any)
- 4) Enclosed CDs or DVDs, including original and all copies.
- 5) Completed required Attachments A, B, C and D
- 6) Attachments: Sample forms, letters, studies, reports, and other literature.
- 7) Is the proposal package sealed and identified as required.