-Request for Proposals - Cover Sheet

Issue Date: November 10, 2026 **VTC RFP Number:** 27-058

Title: VTC Website 2026

Issuing Organization Virginia Tourism Authority
d/b/a Virginia Tourism Corporation (VTC)
One James Center, 901 East Cary Street, 9th Floor
Richmond, Virginia 23219-4048

Initial Period of Contract: Upon execution of contract, through three months after website launch, unless otherwise approved by VTC in writing.

Sealed Proposals must be received by VTC by **5 p.m. prevailing local time EST on February 3, 2027**. Official time is that of the time and date stamp housed at the reception desk. Proposals received after that time will not be considered. Proposals submitted electronically will not be considered.

All Inquiries for Information Should Be Directed To:

Ben Nicastro
Phone: 804-545-5519
email: WebsiteRFP2026@virginia.org

MAIL OR DELIVER PROPOSALS DIRECTLY TO: THE VIRGINIA TOURISM CORPORATION, ONE JAMES CENTER, 901 E. CARY STREET, STE. 900, RICHMOND, VA 23219, 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 Offeror:	Date:
	Contact Name:
	Title:
	Signature:
	Telephone Number:
Dunn's Number:	E-Mail Address:
Are you eVA Registered? ☐ Yes ☐ No eVA Vendor ID:_____ You are required to be an eVA Registered Vendor.	Virginia DSBSD-Certified Small Business #_____ (if applicable)

MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE: A mandatory virtual pre-proposal conference will be held at **10:00 a.m. EST, December 8, 2026**. Reference: Section IX herein for further information. **Proposals will only be accepted from those who attend this mandatory virtual conference**. **You must pre-register by deadline, December 4, 2026, no later than 4 p.m. EST in order to attend this virtual 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 to develop and implement a new Virginia Tourism Corporation website. The Proposer is expected to have extensive expertise and experience in the delivery and execution of services and infrastructure related to full stack website development.

II. Background

The Virginia General Assembly created the Virginia Tourism Authority (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 (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.

The VTC is a marketing and promotional organization, charged with taking a leadership role in uniting Virginia's large and diverse tourism industry. The VTC works in partnership with members of the tourism industry to extend and enhance their efforts to market their destinations or tourism product to the domestic and international traveling public. The VTC is a high-performing, independent organization of dedicated professionals committed to the following ideals: accountability, exceptional customer service and innovative ideas.

VTC's vision is to foster that spirit of partnership within Virginia's tourism community resulting in the development and implementation of innovative and effective marketing programs that will increase economic impact and jobs, create more business for localities, companies and attractions of all sizes and therefore improve the quality of life for Virginians.

The VTC is an authority of the Commonwealth of Virginia and receives its spending authority through the Commonwealth's Appropriation Act. The VTC shall base the award of a contract on competitive principles.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses not excluding those owned by women and minorities in state procurement activities. Toward that end, the VTC encourages firms to provide for the participation of Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of VTC procurements. This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. NOTE: For the purposes of this RFP and any resulting contract, "VDSBSD-certified" means that the

business has been certified by the Virginia Department of Small Business and Supplier Diversity.

III. Overview

Launched in 1995, the Virginia.org website is a long-standing digital platform and the primary consumer touchpoint for Virginia tourism, reaching more than 12 million unique visitors annually. Over three decades, Virginia.org has evolved alongside the web itself and today functions as a scalable, content rich digital ecosystem designed to support discovery, trip planning, and industry participation across devices and channels. The platform delivers personalized, media driven experiences through structured content, location aware data, and integrations that support search, mapping, and storytelling at scale. Virginia.org is powered by industry submitted content and currently supports more than 15,000 tourism related listings contributed by thousands of partners statewide. Content spans lodging, dining, shopping, attractions, events, and travel offers, and is continually optimized to meet evolving user expectations, accessibility standards, and performance best practices.

IV. Statement of Needs

The VTC is seeking a Contractor to develop and implement a new Virginia Tourism Corporation website (the "website"), to include all aspects of the strategy, tools, and processes used to make the website functional and effective (the "solution"). The Solution shall consist of four (4) major components, each of which are required to satisfy completion of the project: creation of a WordPress Site and Theme Design for the Virginia Tourism Corporation website (www.virginia.org) as well as three (3) microsites; migration of content from the current CMS to the new VTC website; ensuring the new website adheres to technical performance benchmarks, and; a minimum of three (3) months support following full production site launch.

A. Hosting Environment and Development Requirements

1. Contractor shall develop website using the latest version of the WordPress platform, including PHP and any related front and back-end programming frameworks, including but not limited to: Javascript, JQuery, etc.

2. Contractor shall execute website development and house final solution within a VTC account on the WPEngine.com hosting service. Contractor shall duplicate the final solution as production and staging environments before launch. VTC will provide Contractor full access to the VTC account to accommodate needs for this project.

3. Contractor shall ensure the solution utilizes database and backup features included with WPEngine-managed hosting solution, including any technical features provided by that host such as security infrastructure, analytics, etc.

4. Contractor shall catalog all page templates, widgets/modules, forms, search functionality, navigation structures, and third-party tools using content inventory provided by VTC, Google Search Console reports (404 etc.), and current redirect list.

5. Contractor shall provide a timeline for solution development and launch allowing time for pre-launch testing. The timeline shall indicate major milestones to be accomplished during development of the solution, including development and implementation of planning sessions (s) with the VTC Digital Marketing department and other VTC staff to outline requirements of the new Solution.

6. Contractor shall complete all work necessary for a live launch of the new Solution no later than six (6) months from award and execution of the contract, unless otherwise determined by VTC.

7. Contractor shall provide a weekly report to VTC's Digital Marketing Director on the development progress. Weekly development meetings may be held between the Contractor and VTC staff on the progress of the Solution, as requested by VTC. The location and time of the meetings shall be determined between the VTC Digital Marketing Director and Contractor. VTC may, at its discretion, modify the meeting schedule as the need arises.

B. Site Design.

1. Contractor shall provide a primary WordPress theme (preferably no off-the-shelf themes unless heavily customized) with a clean, extensible codebase.

2. Contractor shall provide at least three (3) design concepts using the current site pages: home page, things-to-do landing page, a business listing, a blog page, region page, and locality page. Contractor shall provide revisions to designs as required by VTC.

3. Contractor shall provide three (3) sub-themes for Groups, Sports, and Meetings microsites. Sub-themes may be as simple as differentiation in colors and logos.

4. Contractor shall limit use of overly complex, third-party editing frameworks (such as, but not limited to Elementor or Divi) that contribute to site bloat and poor performance.

5. Contractor shall limit excessive use of plug-ins and review new additions with VTC team to eliminate plug-in overhead and future feature loss from poorly maintained applications.

6. Contractor shall not use Artificial Intelligence (AI) tools when creating any image or graphic content for the site.

7. Contractor shall utilize long-standing VTC-preferred components (such as, but not limited to Gravity Forms) where needed. Contractor may provide recommendations on better alternatives, provided such recommendations take into consideration VTC-maintenance of the site and minimal learning curves.

8. Contractor shall review all components of the current website, including page templates, widgets, forms, search functionality, navigation, and third-party tools.

    a) Contractor shall seek to improve on current functionality whenever possible (e.g. improvements to mapping, business listing presentation, social media integration) details of which may be borne out in discovery sessions with VTC staff.

    b) For components that cannot be explicitly improved, Contractor shall work with VTC staff to recreate or design new versions that enhance www.virginia.org.

9. Contractor shall utilize current best practices for User Interface (“UI”) and User Experience (“UX”) design and adhere to all VTC brand standards regarding colors, fonts, etc., unless otherwise approved by VTC staff in writing (email is acceptable). Contractor shall accept input and guidance from VTC’s Brand department to ensure adherence to the VTC Brand book, as provided by VTC.

10. Contractor shall meet current accessibility standards (WCAG 2.1 AA minimum).

11. Contractor shall adhere to a mobile-first, responsive design.

12. Contractor shall provide documentation of custom elements for VTC staff.

13. Page and Widget Creation. Contractor shall ensure that Solution improves current site functionality. modeling current models found at https://www.virginia.org/svtest/ including:

    a) Discrete Elements

    b) Layout sections

    c) Widgets/modules

    d) Interactive Elements

    e) Filters and dynamic content

    f) Identify reusable vs. unique components

C. Content Migration.

1. Using content inventory described in 10. above, Contractor shall map and migrate current CMS content to WordPress, including:

    a) Pages

    b) Posts

    c) Custom Post Type

    d) Taxonomy

    e) Forms

    f) Business Listings, Events, and Offers/Deals

    g) Others, as determined by VTC

2. Contractor shall preserve:

    a) Page headings and HTML tag structure

    b) Metadata

    c) Internal Links

    d) Image Alt Text

e) Other page elements as determined by VTC

3. Contractor shall determine, with VTC team, migration exclusions (deprecated content).

4. Contractor shall provide QA validation of content moves, including:

a) Link validation

b) Media transfer from current provider's Content Delivery Network ("CDN")

c) Accessibility validation

D. Technical Requirements

1. Minimize Search Engine Optimization ("SEO") Impacts:

a) Contractor shall maintain site (URL) structure of current site to preserve SEO integrity and minimize 404 errors and broken links.

b) Contractor shall implement 301 redirects only where unavoidable.

2. Contractor shall validate redirect logic pre-launch.

3. Contractor shall optimize performance to include but not be limited to the following:

a) Core Web Vitals compliance – Content Layout Shift ("CLS"), Largest Contentful Paint ("LCP"), etc.

b) Image lazy loading and compression.

c) Minification of Content Layout Shift ("CSS")/Java Script ("JS").

d) Server-side and object caching.

e) Elimination of render blocking scripts and other elements.

f) Target minimum Core Web Vitals score of 75 for both desktop and mobile.

E. Post Launch Testing and Support

1. Contractor shall provide support for the new website Solution and post-launch maintenance for three (3) months following website launch, to include the following:

    a) Contractor shall support the Solution after launch including but not be limited to updates, upgrades, error corrections, etc.

    b) Contractor shall train VTC staff on the use and maintenance of custom elements in the Solution.

    c) Contractor shall provide post-launch performance monitoring, including traffic checks, error monitoring, and potential security issues, correcting when possible.

F. Customer Service

1. Contractor shall provide high-quality customer service, assuring that VTC's concerns are addressed and requested corrections are made within a reasonable timeframe which shall be determined by VTC based on the type of concern or corrections to be made

V. Ownership of Material and Databases

All artwork, website architecture, electronic files and databases, all data, photography, videography, footage, digital images, and all reports and materials used, created, or produced 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.

VI. Proposal Preparation and Submission Requirements

A. General Requirements

1. VTC reserves the right to cancel or postpone the RFP for any reason at any time prior to the proposal submittal deadline. If VTC postpones the RFP after a mandatory pre-proposal conference, only those parties that attended the virtual conference will be permitted to submit a proposal when the process re-starts. Those Proposers will be notified in writing by mail 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. <u>RFP Response:</u> In order to be considered for selection, Offerors must submit a complete response to this RFP on the form to be provided by

VTC. **One (1) original hard copy**, so marked, placed in a three-ring binder, must be submitted to the VTC. **Also submit eight (8) electronic copies on flash drives.** The electronic document on flash drive must be Microsoft Word or PDF format and must be an exact replica of the hard copy. Be sure to label the outside of each flash drive with the Offeror's company name. The Offeror shall make no other distribution of the proposal.

NOTE: If you are submitting, as part of your proposal, trade secrets or proprietary information and are invoking the protections of Section 2.2-4342 of the Code of Virginia in writing as required, then **in addition to** the original completed hard copy and required number of flash drives stated above, you must also follow the directions in Section VI.A.3.f) below for redacting the data **AND submit one (1) original redacted hard copy, so marked,** and **one (1) electronic redacted copy on flash drive, so marked, and place in a separate three-ring binder marked REDACTED COPY.** If you fail to provide these **additional redacted hard and electronic versions**, then VTC assumes no liability or responsibility for disclosure or use of such data or information. If you submit the redacted hard copy and redacted electronic version "ONLY" instead of "IN ADDITION TO" the completed copies, then your proposal may be rejected. The original and committee members' versions on flash drives must include the complete version without any redactions. The redacted hard copy and electronic copy (flash drive) will be placed in the file and open for inspection.

3. Proposal Preparation:

   a) An authorized representative of the Offeror shall sign the proposal on the proposal cover sheet provided. All information requested must be submitted. Failure to submit all information requested may result in the VTC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Failure to submit your proposal on the required VTC form (Proposal Submission Document) or not following the instructions for submitting your proposal may result in the VTC rejecting your proposal or giving a lowered evaluation of the proposal. Proposals missing any required information identified in Section VI.B., Proposal Submission Requirements, may be rejected. Proposals, which are substantially incomplete or lack key information, may be rejected by the VTC. 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 5 p.m. EST on February 3, 2027, will not be considered. Proposals submitted electronically will not be considered. THERE ARE NO EXCEPTIONS TO EITHER OF THESE**

REQUIREMENTS. No deliveries will be received on official Virginia holidays or when Virginia state offices are closed.

b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c) Proposals should be organized in the order in which the requirements are presented in Section VI.B. Proposal Submission Requirements of the RFP, below, using the Proposal Submission Document that will be provided by the VTC to participants who attend the mandatory virtual pre-proposal conference. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. Cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Provide all information requested on the proposal submission document in the exact location it is requested. If you have provided the information in another area, repeat the information again. Do not refer us to another section to find the information requested. Proposals that are not organized in this manner risk elimination from consideration or could result in scoring degradation.

d) One (1) hard copy of the proposal should be placed in a 3-ring binder. All documentation submitted with the proposal should be contained in the three-ring binder. The electronic copies on flash drives must also contain all proposal pages and attachments to proposal including the RFP and the completed and signed RFP cover sheet.

e) Identification of Proposal Envelope
The proposal and all flash drives should be submitted in an envelope or package, sealed, and identified as follows.

From:	February 3, 2027, 5 p.m. EST
Name of Offeror	**Due Date** **Time**
	27-058
Street or Box Number	**RFP No.**
	VTC Website 2026
City, State, Zip Code	**RFP Title**

Attention: Ben Nicastro

The envelope should be addressed as directed above and delivered as directed on the cover page of the RFP.

If the proposal is not in an envelope or packaging marked as described above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

f) Ownership of data, materials, and documentation originated and prepared for the VTC pursuant to the RFP, including information presented at oral presentations should they be conducted, shall belong exclusively to the VTC, and can be used by VTC as VTC deems necessary, and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. To prevent disclosure, however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, **in writing**, 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, along with the damage that can be caused if the information was not protected. 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.** If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must **also** submit **an additional hard copy and an**

additional electronic copy on flash drive of its proposal that eliminates or "redacts" such part or parts. These shall be identified with the words **"REDACTED COPY"** prominently displayed on the cover of both the hard copy and electronic copy and placed in its own separate three (3) ring binder. The redacted copies (both hard and electronic) should also state which sections/pages or information has been removed. 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. See section VI.A.2 above for additional information on submission of redacted copies.

4. Oral Presentation: Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal to the VTC. This provides an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal to the VTC. This is a fact finding and explanation session only and does not include negotiation. The VTC will schedule the time and location of these presentations should they be needed. Oral presentations are an option of the VTC and may or may not be conducted. Therefore, the proposal must be complete. If oral presentations are conducted, any information provided during the presentations becomes the property of VTC and may be used by VTC as VTC deems necessary whether or not the presenter is awarded a contract.

5. Financial Statements: Financial statements may be requested by VTC at its discretion.

6. State Corporation Commission Form (Attachment C). Offeror is required to complete this form and submit with proposal. This is a mandatory requirement. Proposals missing this completed form may be rejected. See Section X, General Terms, Item X. Authorization to Conduct Business In the Commonwealth, and Section XI. Special Terms and Conditions, Item M. State Corporation Commission Identification Number. Any 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 is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (Attachment C).

B. Proposal Submission Requirements

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

1. Return of a complete unaltered copy of this RFP in its entirety.

2. Signed and executed RFP cover sheet.

3. All addenda, and acknowledgements, if any, flash drives; as well as redacted hard copy and redacted electronic copy of proposal should the Offeror wish to invoke the protections of Section 2.2 of the Code of Virginia.

4. A complete response to this RFP on the form to be provided by VTC following the instructions in Section VI., Proposal Preparation and Submission Requirements, Items A and B. This form (Proposal Submission Document) will be provided after the Mandatory Virtual Pre-proposal Conference to those in attendance at the Virtual Conference only. **YOU MUST USE THE PROPOSAL SUBMISSION DOCUMENT FOR YOUR RESPONSE**.

5. Completed "Offeror's Information" form (Attachment A) for Offeror.

6. Completed State Corporation Commission Form (Attachment C). This is a mandatory requirement. Proposals missing this completed form may be rejected. See Section XI. Special Terms and Conditions, Item M. State Corporation Commission Identification Number. Any 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 is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided.

7. Comprehensive demonstration of how design, technical requirements, and content migration combine to replicate and improve on current site design.

   The VTC has outlined specific Content Migration requirements in Section IV.C, Site Design requirements in Section. IV.B., and Technical Requirements in Section IV.D. The requirements are minimal expectations in the development of a Solution. Provide a minimum of 2, but no more than 4, examples of prior CMS-to-WordPress content migrations, identifying the source CMS, approximate volume and types of content migrated, and the Offeror's role, and explaining how pages/posts, custom post types and taxonomies, forms, business listings, events/offers, media assets, metadata, internal links, image alt text, and HTML structure were preserved or transformed. For each example, describe how migration exclusions were determined, how link, media-transfer, and accessibility QA were performed, the principal migration challenges encountered, and the measurable or documented results.

8. Understanding of required technical needs and potential hurdles for this project demonstrated via examples of previous work.

   The VTC has outlined Hosting Environment and Development Requirements in Sec. IV.A and Technical Requirements in Sec. IV.D. These requirements are minimal expectations for this project. Provide a minimum of 2, but no more than 4, examples of publicly available WordPress projects that demonstrate experience addressing hosting, development, SEO, performance, and delivery challenges comparable to Sections IV.A and IV.D, including production/staging environments, URL preservation and redirects, Core Web Vitals, image optimization, code minification, caching, and render-blocking resources as applicable. For each example, describe the project timeline and milestones, planning and client coordination, software or infrastructure recommendations, significant technical hurdles and how they were resolved, and how success was defined and measured. In addition for each example include the link to the relevant website – the website must be a currently live, consumer-facing website serving the general public launched within the last year. Links to relevant websites are a mandatory requirement. Proposals missing the links may be rejected or receive a lower score as determined by VTC.

9. Demonstration of innovative and creative design work for websites with WordPress examples preferred.

   The VTC has outlined specific Site Design requirements in Sec.IV.B. The requirements are minimal expectations in the development of a Solution. Provide a minimum of 2 to a maximum of 4 examples of website design work, with WordPress examples preferred, showing how the Offeror improved or modernized page templates, widgets/modules, forms, search, navigation, mapping, business listing presentation, social integration, reusable components, interactive elements, filters/dynamic content, or comparable functionality while applying UI/UX, mobile-first responsive design, accessibility, and VTC-style brand requirements. For each example, identify the innovative or distinctive design choices, the problem they addressed, how maintainability of custom elements was considered, and the user, client, accessibility, or performance evidence used to validate the improvement. In addition for each example include the link to the relevant website – the website must be a currently live, consumer-facing website serving the general public launched within the last year. Links to relevant websites are a mandatory requirement. Proposals missing the links may be rejected or receive a lower score as determined by VTC.

10. Examples of performance and usability testing and preferred methodologies for post launch quality assurance (“QA”).

The VTC has outlined specific Post Launch Testing and Support requirements in Sec. IV.E. The requirements are minimal expectations in the development of a Solution. Provide 2 to 3 examples of post-launch performance, usability, and QA programs used on comparable websites, identifying the methodology and tools used to monitor traffic, errors, performance, security issues, accessibility, and other launch-related risks. For each example, describe how issues were prioritized, corrected, and verified; how updates, upgrades, error correction, and client training on custom elements were handled; the length and structure of the support period; and the measures used to determine that the site had stabilized after launch.

11. Experience and qualifications of personnel assigned to this project.

    a) Provide an organizational chart of Offeror, showing key personnel assigned to this contract and their role in this contract.

    b) Provide a one or two-page vitae of each person assigned to this contract.

    c) Describe any staff capabilities that you consider unique to Offeror which better prepares you to handle the VTC project.

    d) Provide names and addresses, and experience of any subcontractors who will be used in the performance of this contract. Include Offeror's direct experience with these subcontractors.

    e) Provide organization chart(s) of any proposed subcontractor(s) to provide services under this contract. Identify names and positions on the chart of subcontractor's personnel that will work on this contract.

12. Compensation Proposal

    a) Provide **one fixed price total** that covers **ALL deliverables.** VTC will not reimburse Contractor for any additional costs.

    b) In order for VTC to evaluate the proposed fixed price appropriately, also provide a breakdown of all expected expenses and deliverables that make up the total fixed price. Again, this is just for the purpose of evaluating the price. Contractor will only be paid the total fixed price and will not be paid by breakdown of costs.

c) All potential costs associated with the contract shall be considered by proposer when determining the fixed price and itemized and clearly documented in the proposal. Once contract has been awarded any costs exceeding the contracted fixed price, whether expected or unexpected, will be rejected unless previously agreed upon in writing by the VTC and solely at VTC's discretion and only if VTC had requested major changes in the scope of work to be performed.

13. Small, Women, and Minority-Owned Business (SWAM) Participation

The VTC is required to provide every opportunity for the participation of Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small businesses. This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification (SWAM). The VTC also requires Contractor to provide every opportunity for the participation of VDSBSD-certified small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of this contract. **NOTE: For the purposes of this RFP and any resulting contract, "VDSBSD-certified" means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.**

a) Complete Small Business (SWAM) Utilization Plan (Attachment B). If offeror is a Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small business (or Woman- or Minority- owned business when they have also received VDSBSD Small Business Certification), be sure to complete the certification information on the first page. Offeror must be certified by VDSBSD as a Small Business (SWAM) vendor by the proposal due date and complete the certification information on the first page of Attachment B in order to be awarded the available points.

b) If you are not a VDSBSD-certified small business, provide strategies to ensure these VDSBSD-certified SWAM vendors are given every consideration to be included in your subcontracting plans. Do this by filling in the table on the second page of Attachment B to show your firm's plans for utilization of VDSBSD-certified small businesses in the performance of this contract. This should not exclude woman-owned or minority-owned businesses who have also received VDSBSD small business certification. The subcontractors you are proposing to use must be certified by VDSBSD by the Proposal due date and the information

must be provided on Attachment B in order for Offeror to be awarded available points.

VII. Evaluation and Award Criteria

A. Award of Contract

The Offeror deemed to be fully qualified and best suited among those submitting proposals would be identified using the evaluation factors stated below. The scoring process, however, is not the sole determinant for contract award. The VTC will select the Offeror, which in its opinion has made the best proposal, and upon successful negotiations will award the contract to that Offeror. 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. Should it be determined in writing only one Offeror is fully qualified, or one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror. The award document will be a contract incorporating the terms and conditions of the solicitation and Contractor's proposal as negotiated.

B. Evaluation Criteria

The VTC seeks a contract for goods and services described herein and as modified through negotiations with the responding Offeror submitting the best proposal. The written proposals; demonstrations, or any oral presentations, if applicable; will be evaluated and judged by the VTC based on the following criteria:

Criteria	Maximum Point Value
1. Comprehensive demonstration of how design, technical requirements, and content migration combine to replicate and improve on current site design.	20
2. Understanding of required technical needs and potential hurdles for this project demonstrated via examples of previous work.	15
3. Demonstration of innovative and creative design work for websites with WordPress examples preferred.	15
4. Examples of performance and usability testing and preferred methodologies for post launch Quality Assurance.	10
5. Experience and qualifications of personnel assigned to this project.	10
6. Compensation Proposal	20
7. SWAM (Note: 10 points if Offeror is VDSBSD-certified, 1 point if not certified but submits a plan to use VDSBSD-	10

certified vendors, 0 points if Offeror is not VDSBSD-certified SWAM and does not submit plan)	
Total	**100**

C. Clarification Process

Offerors 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 Offeror to respond adequately and in a timely fashion to these requests. Selected Offerors may also be required to present their proposals orally, after which time the selected Offerors may be re-evaluated, if applicable.

After the closing date, no additional information will be accepted from the Offerors except that information requested by the VTC as clarification. Offerors are to make no unsolicited contact with any VTC personnel during the evaluation period. Extraordinary requests for exception to this prohibition against contact with VTC personnel may be directed to the person identified on the cover sheet for this request for proposal.

VIII. Single Point of Contact (SPOC)

Submit all inquiries concerning this RFP in writing by email, subject: "Questions on VTC Website 2026 RFP" to:

SPOC: Ben Nicastro
Email: WebsiteRFP2026@virginia.org

VTC does not guarantee a response to questions received less than five (5) business days prior to the proposal due date. No questions will be addressed orally.

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

IX. Mandatory Pre-Proposal Conference

A MANDATORY pre-proposal virtual conference will be held at **10:00 a.m. EST, December 8, 2026**. The purpose of this mandatory virtual conference is to allow potential Offerors 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 provided during the virtual conference. It is suggested that you have the RFP handy during the virtual conference. The agenda will include an overview of the RFP format and review of the proposal preparation instructions in detail. There will be no opportunities for private or individual presentations.

Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation**, participation at this virtual conference is MANDATORY and will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who attended this mandatory virtual pre-preproposal conference**. Attendance at the virtual conference will be evidenced by the representative's name given during the virtual conference as a participant. Be sure you acknowledge your presence when your name is called out during roll call. If you do not acknowledge your presence during roll call, you will not be considered in attendance and therefore will not be able to submit a proposal. **No one will be admitted once roll call has been completed.**

To participate in the mandatory virtual pre-proposal conference, Offerors MUST register in advance by sending an email to WebsiteRFP2026@virginia.org **no later than 4 p.m., EST, December 4, 2026**. The following information must be provided during pre-registration: Name of Company, Name of Participant(s), Email address(es) of Participant(s), Phone number(s) of Participant(s). Those who submit this information and pre-register for this virtual conference will be provided the invitation and calling details. Bring a copy of the solicitation with you. Any changes resulting from this mandatory virtual conference will be issued in a written addendum to the solicitation to the participants in the conference.

X. 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

B. Dispute Resolution

All vendor disputes, appeals and all actions taken to respond to a vendor appeal or dispute, or any action initiated by VTC to deny withdrawal of a binding bid or proposal or to terminate a vendor contract for non-performance shall be handled in accordance with VTC's Procurement Policies and Procedures through an internal administrative appeals procedure for resolution of the dispute. Unless otherwise negotiated in the contract with the vendor, the vendor shall retain full rights to seek legal remedies if the VTC appeals process is not deemed satisfactory. Any appeal or dispute by a vendor shall have no effect upon any existing contracts which have been awarded and accepted in good faith, or awards which must be made to ensure the continued operation of critical functions of the VTC, or if such bids/proposals will expire.

C. Anti-Discrimination

By submitting their proposals, Offerors certify to the Commonwealth, and therefore the VTC, 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; and the Americans With Disabilities Act. 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies, and therefore VTC, to account for the use of the funds provided; however, if the faith-based organization segregates public/VTC funds into separate accounts, only the accounts and programs funded with public/VTC funds shall be subject to audit by the VTC.

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

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

    b) The Contractor, in all solicitations 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.

    d) If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resources Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

e) The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the VTC may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The Contractor will include the provisions of 1. in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. Ethics in Public Contracting

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from another Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any VTC employee or evaluation committee member having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986

By submitting their proposals, Offerors certify that they do not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in Federal Immigration and Reform and Control Act of 1986.

F. Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently so debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. Mandatory Use of VTC Form and Terms and Conditions

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 or the Special 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.

I. Clarification of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. Payment Terms

1. To Prime Contractor:

a) Any payment terms requiring less than 30 days will be regarded as requiring payment within 30 days after receipt of invoice or receipt of goods or services, 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, within thirty days after receipt of a proper invoice for the amount of payment due, or within 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) 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

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, 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: Purchasing Department
One James Center
901 Cary Street, Ste. 900
Richmond, VA 23219-4048

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

g) Unreasonable Charges. Under certain emergency procurements and for most time and materials purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determination that invoiced charges are not reasonable, the VTC shall promptly notify the Contractor, in writing, of defects or improprieties in invoices. The provisions of this section do not relieve VTC of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, §2.2-4363).

2. <u>To Subcontractors:</u>

a) Within seven (7) days of the Contractor's receipt of payment from VTC, a Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) 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 date of payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth, or the VTC.

K. Precedence of Terms

The following General Terms and Conditions shall apply in all instances: Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of VTC Form and Terms and Conditions, Clarification of Terms, and Payment. In the event there is a conflict between any of the other General

Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. Qualifications of Offerors

The VTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods, and the Offeror shall furnish the VTC all such information and data for this purpose as may be requested. The VTC reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The VTC further reserves the right to reject a proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the VTC that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

M. 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.

N. Assignment of Contract

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

O. Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or the scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the VTC of the adjustment to be sought, and before proceeding to comply with the notice, shall await the VTC's written decision affirming, modifying or revoking the prior written notice. If the VTC decides to issue a notice that requires an adjustment to compensation, 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.

P. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the VTC may terminate this contract after verbal or written notice without penalty. Upon termination the VTC may procure the goods or services contracted for 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.

Q. 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.

R. Announcement of Award

Upon the award of a contract as a result of this solicitation, the VTC will publicly post such notice of award on the DGS/DPS' eVA (www.eva.virginia.gov).

S. Nondiscrimination of Contractors

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the VTC 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 VTC 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.

T. 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.

U. 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.

V. eVA Business-to-Government Vendor Registration, Contracts and Orders.
The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth, and therefore VTC, shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

    a. VDSBSD-certified Small Businesses: 1%, capped at $500 per order.
    b. Businesses that are not VDSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

2. For orders issued prior to July 1, 2014, the Vendor Transaction Fee can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia, Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

W. Offer Price Currency
Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

X. Authorization to Conduct Business in the Commonwealth
A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body, or

VTC, pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body, or VTC, may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Y. 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/Commonwealth property are prohibited:

1. The unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana; 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, or VTC, in addition to any criminal penalties that may result from such conduct.

Z. Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages 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 and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury

and property damage, personal injury and advertising injury, products and completed operations coverage. The VTC must be named as an additional insured with respect to the services being procured, and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit.

AA. Taxes

Sales to the Commonwealth of Virginia, and therefore VTC, are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's, and therefore VTC's, excise tax exemption registration number is 54-73-0076K. 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.

If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

BB. Civility in State Workplaces

The Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability. The Contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to take all reasonable steps to ensure the same.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

XI. 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 an Offeror shall not be subject to public disclosure under the Act, however, the Offeror 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 Offeror 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 shall be used in product literature, advertising, 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 Offeror. 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 thereunder.

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 Commonwealth of Virginia, 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. Confidentiality
Information (other than information required to be made public under the provisions of the Freedom of Information Act) provided to the Contractor by the VTC is considered highly confidential and shall not be disclosed to any person not employed by the Contractor or the VTC without the expressed written permission of the VTC.

The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and VTC's written consent, and only in accordance with federal law or the Code of Virginia. Any information to be disclosed, except to VTC, must be in summary, statistical, or other form which does not identify particular individuals. Contractors who utilize, access, or store personally identifiable information as part of the performance of the contract are required to safeguard this information and immediately notify the VTC of any breach or suspected breach in the security of such information. Contractors shall allow the VTC to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a Confidentiality statement.

G. 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.

H. 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.

I. Small Business 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 that have been certified as such by the Virginia Department of Small Business and Supplier Diversity (VDSBSD). This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. When such business has been subcontracted to these firms, the contractor shall report to VTC at a minimum the following information on a monthly or quarterly basis (to be determined by VTC): name of firm, Virginia DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

J. eVA Orders and Contracts

It is anticipated that this solicitation/contract may result in multiple purchase orders (i.e., one for each delivery requirement) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth, and therefore VTC, shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide electronic catalog (price list) or index page catalog for items awarded may be just cause for the Commonwealth/VTC to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov . Contractors shall email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

K. Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is 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.

L. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the VTC. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the VTC the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

M. State Corporation Commission Identification Number

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 is required to include in its proposal statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

N. E-Verify Program

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth, and therefore VTC, to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such VTC contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

O. Diversity, Equity and Inclusion (DEI)
VTC is committed to diversity, equity, and inclusion and seeks to maintain a supplier base that reflects the same commitment. Therefore, VTC requires the following:

1. Contractor shall prioritize diversity, equity, and inclusion within their organization and shall operate inclusively and shall require such of any subcontractors elated to the performance of this Contract.

2. Contractor shall have policies to promote diversity. In addition, Contractors shall have policies or procedures that explicitly ban disrespectful behavior, discrimination, bullying, or harassment based on age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

2. Contractor shall recognize the need to respect and value the diversity of the workforce and is committed to facilitating that diversity by preventing and eliminating discrimination.

P. Data Privacy
In accordance with §2.2-2009 of the Code of Virginia, during the performance of this Contract, Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.

Q. Prohibited Technology
In accordance with §2.2-5514 of the Code of Virginia, at all times during the performance of the Contract, Contractor is prohibited from providing, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal government systems by the U.S. Department of Homeland Security.

Similarly, § 2.2-5514.1 of the Code of Virginia prohibits a person or entity contracting with a public body from downloading or using any application, including TikTok or WeChat, or accessing access any website developed by ByteDance Ltd. or Tencent Holdings Ltd. (i) on any government-issued device or government-owned or government-leased equipment, including mobile phones, desktop computers, laptop computers, tablets, or other devices capable of connecting to the Internet, or (ii) while connected to any wired or wireless Internet network owned, operated, or maintained by the Commonwealth of Virginia.

XII. Attachments

Attachment A – Offeror's Information – Must Complete and Submit with
Attachment B – Small Business Utilization Plan – Must Complete and Submit with Proposal to be Awarded Points
Attachment C – State Corporation Commission Form – Must Complete and Submit with Proposal
Attachment D – Preparation Checklist

Attachment A

OFFEROR'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 rejection of your proposal.

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

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

   Company/Offeror 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. **TYPE OF ORGANIZATION**
   Offeror operates as a(n) ( ) Individual proprietorships, ( ) 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.

5. **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 offerors 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:_____

6. **DUNS NUMBER** _____

I certify the accuracy of this information:

Signed: _____Title:_____Date:_____

Attachment B

SMALL BUSINESS (SWAM) UTILIZATION PLAN

Offeror Name: _____**Preparer Name**: _____**Date**: _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work without subcontractors

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (VDSBSD) on the due date for proposals. This shall also include VDSBSD-certified women-owned and minority-owned businesses and businesses with VDSBSD service-disabled veteran-owned status when they also hold a VDSBSD certification as a small business on the proposal due date. Currently, VDSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through VDSBSD online at https://sbsd.virginia.gov/(Customer Service) .

Instructions:

A. If you are certified by the VDSBSD as a micro/small business, fill in the blanks above **and complete only Section A of this form**. This includes, but is not limited to VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. (See definitions below.)

B. If you are not a VDSBSD-certified small business, fill in the blanks above **and** complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria and be awarded a portion of the SWAM evaluation points the offeror shall identify the portions of the contract that will be subcontracted to VDSBSD-certified small business for the initial contract period in Section B. This includes, but is not limited to VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification.

Offerors which are VDSBSD-certified small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not VDSBSD-certified small businesses will be assigned points for the submission of Offeror's proposed subcontracting plan with VDSBSD-certified small businesses for the initial contract period as indicated in Section B.

This form must be completed to be awarded SWAM evaluation criteria points. Offeror and subcontractors must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (VDSBSD) prior to proposal due date to be awarded SWAM points.

NOTE: For the purposes of this RFP, any resulting contract, and the completion of this form, "VDSBSD-certified" means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.

Section A
If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (VDSBSD) check the box(es) that applies and provide Certification Number and Certification Date.

☐ **Small Business** or ☐ **Small and Woman-Owned Business** or ☐ **Small and Minority-Owned Business or** ☐ **Small and Minority-Owned and Woman-Owned Business**

Certification Number: _____ Certification Date: _____

Attachment B - SWAM Utilization Plan (continued)

Section B

If the "I plan to use subcontractors box is checked," populate the table below, per subcontractor, to show your firm's plans for utilization of VDSBSD-certified small businesses (SWAM) in the performance of this contract for the initial contract period in relation to the Offeror's total price for the initial contract period. VDSBSD-certified small businesses include, but are not limited to VDSBSD-certified woman-owned and minority-owned businesses and businesses with VDSBSD service-disabled veteran-owned status that have received VDSBSD small business certification. Describe plans to utilize SWAM businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. NOTE: Subcontractors listed must be VDSBSD-certified by the proposal due date in order to be considered.

B. Plan for utilization of VDSBSD-certified Small businesses for this Procurement					
Micro/Small Business Name & Address **VDSBSD Certification Number & Date**	**Status: If Micro/Small Business is also: Women (W), Minority (M) VDSBSD Certification Number & Date**	**Contact Person, Phone, Email**	**Type of Goods or Services**	**Planned Contract Involvement During Contract Period**	**Planned Contract Dollars Expenditure Amount During Contract Period**
Total Dollars					

Attachment C

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The offeror: (Provide Offeror's Name) _____

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

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

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

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

I certify the accuracy of this information:

Signed: _____Title:_____Date:_____

Attachment D

PREPARATION CHECKLIST

1) Check all attachments included with your proposal(s).

___ Complete copy of RFP in its entirety including signed and executed RFP Cover Sheet
___ Complete response to RFP in its entirety on form to be provided by VTC (Proposal Submission Document)
___ Acknowledgment of Addenda (if any)
___ Completed Offeror's Information, Attachment A for proposer
___ Completed SWAM Utilization Plan, Attachment B
___ Completed State Corporation Commission Form, Attachment C
___ Other Attachments: if applicable
___ 1 original hard copy, so marked, of all information above, placed in a 3-ring binder; plus eight (8) flash drives, each to include all information above. Be sure to **label** the outside of each flash drive with company name. **In addition**, include 1 redacted hard copy and 1 redacted electronic copy (flash drive) of proposal and place in a separate 3-ring binder should the Offeror wish to invoke the protections of Section 2.2-4342 of the Code of Virginia following the instruction in the RFP.

2) Ensure that an authorized signature appears on the RFP Cover Sheet. By signing the RFP cover sheet you are agreeing that you understand and agree to the requirements of the RFP, Statement of Needs, General Terms and Conditions and Special Terms and Conditions.

3) Ensure that the envelope/box is sealed and identified as instructed in Section VI, Item A.3.e. Identification of Proposal Envelope.