



**WEST VIRGINIA UNIVERSITY AT  
PARKERSBURG  
FOR  
REDESIGN OF COLLEGE WEBSITE**

**RFP # FY18-001**

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**RFP#: FY18-001 REDESIGN OF COLLEGE WEBSITE**  
WEST VIRGINIA UNIVERSITY AT PARKERSBURG

**Written Questions will be received until September 15<sup>th</sup> 2017 at 4:00 PM Eastern Time.**

**Proposals will be received until September 19<sup>th</sup> 2017 at 1:00 PM Eastern Time.**

**A conference call will be held on August 25<sup>th</sup> at 11:00 AM Eastern Time to answer questions about the project. Contact [jeannine.ratliffe@wvup.edu](mailto:jeannine.ratliffe@wvup.edu) for contact information for the call.**

## REQUEST FOR PROPOSALS

West Virginia University at Parkersburg  
RFP # FY18-001 Redesign of College Website

### SECTION 1: GENERAL INFORMATION, TERMS AND CONDITIONS

#### Purpose

West Virginia University at Parkersburg, hereafter referred to as WVUP, invites proposals from qualified companies to provide consulting services to support the College's redesign of its website to include ADA compliance, cross-platform compatibility and mobile accessibility. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

#### Background Information

Established in 1961, West Virginia University at Parkersburg is regionally accredited by the Higher Learning Commission. Academic credits earned at WVU Parkersburg are transferable to any institution in the West Virginia higher education state system as well as other accredited institutions throughout the country. WVU Parkersburg is the only public community college in West Virginia accredited to offer baccalaureate degrees. The college's primary service area consists of seven counties in West Virginia: Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt and Wood.

WVU Parkersburg enrolls a headcount of approximately 2,500 students annually. The college's main campus in Parkersburg, WV, and its Jackson County Center is located in Ripley, WV. Approximately 61% of students are 24 or younger, and 39% are 25 or older with the average student age being 26.

WVU Parkersburg's website did not undergo any significant website redesigns until 2012. Currently, the website uses WordPress for its content management system, and the website redesign shall continue using WordPress as its CMS platform.

#### Inquiries

Additional information inquiries regarding specifications of this RFP **must be submitted in writing** to the Chief Purchasing Officer. The deadline for written inquiries is Friday, September 15, 2017, 4 p.m. Eastern. All inquiries of specification clarification must be addressed to:

Jeannine Ratliffe, Chief Purchasing Officer  
West Virginia University at Parkersburg  
300 Campus Drive  
Parkersburg, WV 26101  
Phone: (304) 424-8000 x262  
Email: jeannine.ratliffe@wvup.edu

The individual named above is the sole contact for any and all inquiries after this RFP has been released. The WVUP Business Office will be responsible for coordinating with the selected vendor regarding the negotiation and execution of the contract.

### **Vendor Registration**

Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the successful proposer must register and pay the fee prior to the award of an actual purchase order or contract.

### **Evaluation Committee**

A College Evaluation Committee will make the final selection of the successful bidder. The Evaluation Committee will include, but not be limited to the Vice President for Student Services, Vice President for Finance & Administration, Chief Information Officer, Registrar and Chief Purchasing Officer.

### **Proposer's Conference**

A conference call will be held on August 25<sup>th</sup>, 2017 at 11:00AM Eastern Time to have an opportunity to ask questions about the project. Contact the CPO at [jeannine.ratliffe@wvup.edu](mailto:jeannine.ratliffe@wvup.edu) prior to the 25<sup>th</sup> to gain access information for the call.

### **Due Date for Proposals**

Proposals must be submitted to the attention of Ms. Jeannine Ratliffe, at the address listed above by **September 19<sup>th</sup>, 2017 no later than 1:00 PM Eastern time**. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to the RFP and applicable to all companies.

### **Number of Copies**

One hard copy original and two (2) copies of the Proposal are required, plus one copy on a CD or USB drive using an MSWord or ASCII format. Envelopes or boxes containing RFP responses must be clearly marked with the title of the Request for Proposal. Failure to properly mark the responses may be cause for disqualification. Do not submit proposals that are permanently bound. **Emailed proposals will not**

**be accepted.****Proposal Format and Submission**

Proposals **must** include the following:

**a. Transmittal Letter on Company Letterhead**

Signed by a corporate officer or an authorized agent of the Company.

**b. Company Profile: Response to Questions set for in Section**

This section will be used in the College's evaluation of Company's general qualifications. Please expand as appropriate on the criteria set forth in Section 2, entitled "Company Profile."

**c. Company's Proposed Technical Services/Products: Responses to items set forth in Section 3.**

This section will be used in the College's evaluation of Company's proposed technical services. Please expand as appropriate on the criteria set forth in Part 3, entitled "Technical Proposal Requirements."

**d. Company's Cost Proposal: Response to items set forth in Section**

1. This section will be used in the College's evaluation of Company's proposed fees. Please expand as appropriate on the criteria set forth in Part IV, entitled "Cost Proposal." **The Cost Proposal must be submitted in the same package as other items requested by this RFP, but must be in a separate sealed envelope labeled "Cost Proposal."**

2. One original and two (2) copies of the Cost Proposal are required, plus one copy on a CD or USB drive using an MSWord, ASCII or PDF format. Do not submit Cost Proposals that are permanently bound.

**e. List of Subcontractors (if applicable)**

Identify all subcontractors you plan to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for subcontractors anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification.

**Vendors responding to this RFP shall submit proposals to:**

Jeannine Ratliffe, Chief Purchasing Officer  
WVUP, Business Services  
300 Campus Drive  
Parkersburg, WV 26101

The outside of the envelope or package(s) should be clearly marked:

RFP#: FY18-001

Opening Date: 09/19/17

### **Selection Process**

The College shall select the best value solution and will evaluate the submission through a point rating system, set forth below in the Evaluation Criteria section. The College, at its discretion may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College.

Additionally, the College reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The College reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the College of proposals confers no rights upon the proposer nor obligates the College in any manner.

A contract based on this RFP and the Vendor's bid, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

### **Evaluation Criteria**

### **Points**

- |   |    |
|---|----|
| a. Ability to provide Communication and Technical Assistance.   | 10 |
| b. General Qualifications<br>Consultant's technical expertise, assigned team, size relative to the project, references reflecting similar work and related experiences. See Section 2, entitled "Company Profile," for specific requirements.   | 20 |
| c. Proposed Services/Products<br>Ability to meet proposed deadline, responsiveness of proposed strategy, recognition of issues and problems, innovative and creative ideas and effective strategies for input and feedback. See section 3 entitled "Technical Proposed Requirements," | 40 |

for specific requirements

d. Cost Proposal	30
Total cost, record of staying within cost and realism. Separate sealed envelope. See Section 4, entitled "Cost Proposal," for specific requirements.	
Total	100

**Incurring Costs**

The College and any of its employees or officers shall not be held liable for any expenses incurred by any proposer responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

**Addenda**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the College to all proposers of record.

**Independent Price Determination**

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

**Price Proposals**

The price(s) quoted in the proposals will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**Public Record**

All documents submitted to the College Purchasing Division related to purchase orders or contracts are considered public records. All proposals or offers submitted by proposers shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the proposal opening.

**Written Release of Information**

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request whichever is greater.

**Risk of Disclosure**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a proposer, are exempt to public disclosure. The submission of any information to the College by a vendor puts the risk of disclosure on the vendor. The College does not guarantee non-disclosure of any information to the public.

**Purchasing Affidavit**

West Virginia Code §5A-3-10a requires that all proposers submit an affidavit regarding any debt owed to the College. See Exhibit B for an example of the purchasing affidavit. The affidavit must be signed and submitted prior to award.

**General Terms and Conditions**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

**Conflict of Interest**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the College.

**Prohibition Against Gratuities**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the College shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

**Vendor Relationship**

The relationship of the Vendor to the College shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the College for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the College, and shall provide the College with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the College.

#### **Indemnification**

The Vendor agrees to indemnify, defend and hold harmless the College, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

#### **Contract Provisions**

After the successful Vendor is selected, a formal contract document will be executed between the College and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

#### **Governing Law**

This contract shall be governed by the laws of the State of West Virginia. The



Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

**Compliance with Laws and Regulations**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the West Virginia University at Parkersburg is exempt from any taxes regarding performance of the scope of work of this contract.

**Subcontracts/Joint Ventures**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The College will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the College, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

**Non-Appropriation of Funds**

If the College is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature or the Federal Government, the WVUP, or College may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The College shall give the vendor written notice of such non-allocation of funds as soon as possible after the College receives notice. No penalty shall accrue to the College in the event this provision is exercised.

**Contract Termination**

The College may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The College shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the College shall issue the Vendor an order to cease and desist any and all work immediately. The College shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated by the College with thirty (30) days prior notice.

**Changes**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the College and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the College and approved as to form by the West Virginia Attorney General's Office, if required, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the College, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the College a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**FERPA**

Vendor shall agree to abide by the Family Education Rights and Privacy Act of 1974 (FERPA) and College's FERPA Policy found at <http://ferpa.wvup.edu/policy> including FERPA's limitations on re-disclosure as set forth in 34 C.F.R § 99.33(a)(2).

**HIPPA**

Vendor shall, if applicable, meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS"), 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS, 45 C.F.R. parts 160, 162, and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5 and its implementing regulations (the "HITECH Act"), due to their status as a "Covered Entity" or a "Business Associate" under the Act. The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as "HIPAA" for the purposes of this Agreement.

**Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to College personnel at Vendor's location during normal business hours upon written request by College within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by College to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the College and WVUP against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

**Agreement Addendum (Form WV96) (Exhibit A)**

The Agreement Addendum (Form WV96) are the standard State of West Virginia terms and conditions issued by the West Virginia Attorney General and must be agreed to by the successful vendor prior to receiving a contract/purchase order. No modifications may be made to these terms and conditions without written consent of the Attorney General.

**SECTION 2: COMPANY KNOWLEDGE AND EXPERIENCE****General Information/Company History**

- a. Company Name, email, main address and all branch office addresses.
- b. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.
- c. Year company was founded and brief history
- d. Total number of employees and total number of licensed professionals. Include an organization chart as relevant.
- e. Location(s) from which services will be performed.
- f. Annual fee income for the past three (3) years.
- g. The general and specific design specialties/expertise and overall resources.

**Technical Approach**

Indicate your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. Summarize how you will respond to the specific project scope of work, identifying any innovative or creative

design approaches or strategies. Describe the level of continual two-way communication you will maintain with faculty and College administrators during the various project phases. Discuss any specific or special qualifications for this project.

### **Expertise of Company, including Qualifications and Expertise of Personnel**

- a. Describe your company's experience in providing services and products similar to those requested in this RFP, particularly any projects for governmental entities, colleges, or universities.
- b. References must be provided. Each reference description must contain the client name and address, a project description, location, project cost, completion date, company's role and contact name with title and telephone number. Each reference description must also identify whether the project was completed within budget and within the agreed upon design and construction timetables. The College reserves the right to contact any client listed. Consultants should check the references they submit to ensure that each reference and the associated contact information is current. The entire list of references should be clearly identified and separated in the proposal. An incomplete references section may result in disqualification.
- c. Describe the qualifications and background of your staff, insofar as they relate to this project.
- d. Provide the title and role of each team member, including principals. Provide a resume for each team member that includes the team member's technical expertise and experience on similar projects.
- e. Any and all sub consultants or subcontractors to be employed must be identified in similar detail.
- f. Provide a list of all contracts within the college within the last five years (regardless of type of service) and the time period for those services.
- g. Include any brief supplemental information that may be relevant to your qualifications for the project. Elaborate or superfluous material should not be presented and may count against the company in the evaluation.

### **Quality Control**

- a. Operational plan: Describe how your company will ensure performance through adequate management, supervision, review and control.
- b. Record and Reporting Systems: Describe your company's system for self-monitoring and how you ensure maintenance of complete and accurate records.
- c. Operating Problems: Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.

### **Financial Certifications**

Indebtedness to the College, Liens and Litigation

- a. Submit a statement as to indebtedness, in any to the College

- b. Submit a listing of all outstanding liens, if any, against the College
- c. Submit a summary of litigation, in any, against your company and its disposition.

### **PART 3: SCOPE OF WORK**

#### **Introduction**

WVU Parkersburg is seeking services from a qualified and experienced web development firm, to complete a website redesign, development, and implementation for WVU Parkersburg's current site. This project will involve utilizing current content on the existing website as well as the implementation of a new information architecture that may involve additional content or information.

The website should maximize efforts to engage prospective students in decision-making regarding academic pathways and provide key community audiences with efficient access to college information. Redevelopment of the website is an opportunity to create a dynamic image for WVU Parkersburg that can reinforce its marketing and public relations efforts and assist in community engagement efforts.

Upon completion of this project, WVU Parkersburg's website should:

- Attract prospective students and assist them in navigating the enrollment process;
- Engage the community and other audiences in WVU Parkersburg events and offerings;
- Improve the user experience so that all audiences can efficiently find relevant information;
- Integrate media such as video and interactive features to promote the college;
- Be search engine optimized;
- Be designed for optimal accessibility on all mobile device platforms;
- Be compliant with ADA standards provided by the US Department of Education (<https://ed.gov/about/offices/list/ocr/docs/hq9805.html>), incorporating best practices to provide access to all visitors; and
- Utilize a dynamic design that is consistent with current website design trends in higher education.

#### **Strategy**

The selected vendor's strategy will include the following:

- Needs assessment and research to define a new website design **that uses the WordPress CMS;**

- Development of an intuitive architecture structure that is easy for target audiences to navigate;
- Development of a home page, secondary and tertiary navigation;
- Inclusion of features such as news and events highlight listings, authentication, contact us, forms (form fields, date-pickers, error message display), photo gallery and video displays, articles, FAQs, search option, related links, in-page navigation;
- Assistance in the build-out of the identified design and architecture;
- Provide a website style guide, to include writing style, tailored to assist in maintaining content and visual consistency as the website grows and new content is added.
- Provide technical and user documentation and style guide.

### **Content Creation and Editing**

The selected vendor will have the expertise in content creation and editing to recommend site improvements based on best practices.

### **Project Management**

The selected vendor will be responsible for providing project management services, including the development of a project timeline, task assignments, completion targets, reporting, testing and delivery. The vendor will provide reports to the appropriate college project contacts on project statuses. All work will be done with appropriate input and approval from the designated college project team members.

### **Web Design Services and Timeline**

This project is intended to be completed within six months (March 31<sup>st</sup>, 2018) of selecting the vendor. The selected vendor is expected to use a phased implementation approach. The selected vendor will propose a strategy for completion of this project detailing how it will accomplish each phase of the project. The selected vendor shall meet with designated college staff to determine the primary objectives for the website.

Additionally, the selected vendor shall develop templates for the home, landing, secondary and specialty pages of the website. Examples of specialty pages include Search, Directory, News Feed, Calendars, and Contact Forms. The vendor is required to provide the following deliverables:

- Propose site architecture and navigation mapping for the newly developed site based on best practices for higher education institutions and usage statistics provided by Google analytics.
- Provide three alternative sets of design concepts for evaluation and selection by the college's website project and leadership teams.

- Develop templates for the home, landing, second-level and specialty pages using the WordPress CMS to ensure the site has a consistent and standardized design for all pages. Templates must provide flexibility to allow for some level of individuality and functionality for different college departments.
- Ensure that the web design is accessible across all mobile device platforms.
- Ensure that the website graphics and theme design are optimized for both mobile device platforms and users with slower internet connections. Minimize JavaScript usage.
- Integrate the college's social media pages within appropriate pages throughout the website.
- Ensure that the website accommodates multiple content authors and approvers with varied permission levels.
- Provide site capability to identify orphaned pages and detect broken links.

#### **User Documentation and Technical Support**

The selected vendor will provide training and written documentation for WVU Parkersburg employees on website management components such as making updates, uploading and embedding files, adding and removing pages and content, and other routine administrative tasks.

### **SECTION 4: COST PROPOSAL**

#### **General Information & Format**

Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal. Cost should include the not-to-exceed price for three levels of service. Level one should include the cost and list of services provided within the range of 1-30,000 dollars. Level two, cost and services provided between 30,000-50,000 dollars and level three 50,000-70,000 dollars. All three levels should be listed with a precise cost quote within the range and services detailed at each level.

#### **Cost Evaluation**

The quote will be evaluated on the cumulative cost of the project as well as the individual cost of each level.

#### **Evaluation Process & Method**

The proposals will be evaluated by a committee of no less than three (3) individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.



The following are the evaluation factors and maximum points possible for technical point scores:

A. Communications and Technical Assistance	10 Points Possible
B. General Qualifications	20 Points Possible
C. Proposed Service/Products	40 Points Possible
D. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

#### **Minimum Acceptable Score**

Vendors must score a minimum of 70% of the total technical points (Items A, B & C above) possible. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The College will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The College does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the College.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The College reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

#### **Exhibits**

The following Exhibits are a binding part of this RFP:

- Exhibit A – Agreement Addendum (Form WV-96)
- Exhibit B – Purchasing Affidavit
- Exhibit C – Vendor Registration and Disclosure Statement
- Exhibit D – Request for Taxpayer Identification (IRS Form W-9)

## **Section 5: TERMS AND CONDITIONS**

#### **Special Terms and Conditions:**

Following the selection of the best proposal, the College and selected Proposer may enter into negotiations to arrive at mutually agreeable terms and conditions. The contents of the selected Proposal may become contractual obligations if a Contract is mutually agreed to, accepted and signed by both parties. Failure of the Proposer to accept or negotiate in good faith these obligations in a Contract may result in rejection of the proposal. If the College is unable to negotiate a mutually satisfactory contract with the best Proposer, negotiations shall be formally ended with the Proposer and begun with the next best Proposer. Negotiations shall be undertaken in this manner until a mutually satisfactory



contract has been negotiated or the solicitation is canceled. The College will demonstrate "good faith" in reaching a mutually acceptable contractual agreement. Notwithstanding this, there are certain conditions that are unacceptable to the College.

Following is a non-exclusive list:

1. Governing law other than the State of West Virginia.
2. Clauses requiring the College to indemnify and hold harmless the successful respondent.
3. Clauses that unduly restrict or place unacceptable claims of ownership on data which are the subject of the agreement/contract.
4. Clauses relating to requiring the College to enter into reimbursement arrangements relative to attorney's fees.
5. Insurance coverage and limits that are different.

Vendor shall provide to College all documentation necessary and required to show proof of insurance and proof of Workers' Compensation coverage prior to College executing this Agreement. Vendor further agrees and understands that failure to maintain the required insurance as stated in any PO/Contract issued pursuant to this RFP may lead to termination of any PO/Contract, in the sole discretion of College.

## **SECTION 6: PROPOSAL FORMAT, RESPONSE REQUIREMENTS & EVALUATION**

### **Vendor's Proposal Format**

The proposal should be formatted in the same order, providing the information listed below:

#### **Title page** - Should Include:

- a. RFP Subject and Number
- b. Vendor Name
- c. Vendor's Address
- d. Vendor Telephone Number
- e. Authorized Contact Person (to speak on behalf of the Vendor)
- f. Submission Date
- g. Signature

**Table of Contents** - Clearly identify the material by section and page number.

#### **Transmittal Letter**

#### **Communications and Technical Assistance - (10 Points Maximum)**

#### **General Qualifications - (20 Points Maximum)**

Brief history of the company

Address how the proposal meets the Scope of Work as found in Part 2.

**Proposed Services/Products - (40 Points Maximum)**

Address criteria provided in Part 3

*\*Should the proposed solution not meet those criteria, the submission can be eliminated from consideration*

**Cost Proposal Format/Proposal Sheets - (30 Points Maximum)**

Total cost of implementing criteria identified in Part 3

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**“Debt”** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**“Employer default”** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**“Related party”** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**STATE OF WEST VIRGINIA - PURCHASING DIVISION**

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT  
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS  
CERTIFICATION APPLICATION**

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Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at **wvOASIS.gov**. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

**Purchasing Division - Vendor Registration  
2019 Washington Street East  
Charleston, WV 25305-0130**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code** §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at **[www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf](http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf)**.

**Privacy Notice:** The Purchasing Division is required to collect certain information as stated in **West Virginia Code** §5A-3-12, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to **West Virginia Code of State Rules** §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit **[www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html)**. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION**  
*To Be Completed by the Vendor and Returned to the Purchasing Division*

---

**1. Legal Name of Company/Individual** \_\_\_\_\_

**Bidding Address** \_\_\_\_\_

**Ordering Address** \_\_\_\_\_

**Payment Address** \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

**DBA, if any** \_\_\_\_\_

**Bidding Address** \_\_\_\_\_

**Ordering Address** \_\_\_\_\_

**Payment Address** \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

---

**2. Vendor Tax Classification:**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual      | <input type="checkbox"/> Government              |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Medical Corporation     |
| <input type="checkbox"/> Partnership     | <input type="checkbox"/> Attorney Corporation    |
| <input type="checkbox"/> Corporation     | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member    | <input type="checkbox"/> Payroll                 |
| <input type="checkbox"/> Trust           | <input type="checkbox"/> Employee                |
| <input type="checkbox"/> Estate          |  |

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

**3. Taxpayer Identification Number (TIN):** If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN , ITIN , ATIN )

**4. (A) Small, Women-Owned, Minority-Owned Businesses**

**West Virginia Code** §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

**Certification of Status** (Check all those which apply)

- Minority-owned Business** [1] means a business concern that is at least fifty-one 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 fifty-one 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.
  - A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
    - **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.
    - **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 Mariana, 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.
    - **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.
    - **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.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

- Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens 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 fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

**(B) Other Federal Designations**

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

**5. Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at **wvOASIS.gov**.

**6. List the name, title, city and state of residence for all owners/officers.** If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: \_\_\_\_\_



VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION**  
*To Be Completed by the Vendor and Returned to the Purchasing Division*

7. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

8. What is the latest Dun & Bradstreet number and rating on the vendor? \_\_\_\_\_

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.  No  Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

\_\_\_\_\_  
*Authorized Agent of Vendor (Print Name)*

\_\_\_\_\_  
*Authorized Agent (Signature)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**PURCHASING DIVISION  
USE ONLY**

Vendor ID: \_\_\_\_\_

Check No. : \_\_\_\_\_

Memo No. : \_\_\_\_\_

Date: \_\_\_\_\_

Entered by: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## RFP FY18-001 Redesign of Campus Website

Conference Call Notes  
Friday, August 25, 2017  
11:00 AM

Jeff Olson, Vice President for Institutional Advancement welcomed everyone on the call, made introductions, and reviewed the following items on the RFP:

- Today's Q&A will be posted on the website by the end of the day Wednesday, August 30<sup>th</sup>.
- All proposals must be submitted no later than 1:00 PM on September 19<sup>th</sup>.
- Electronic proposals will not be accepted.
- Written questions will be received until 4:00 PM on September 15<sup>th</sup>.

He then opened the call to questions. Here are the questions and answers from the call:

Q: Will there be any third party systems integrations that will be required with the website?

A: There are not any plans for that.

Q: Are international contractors permitted?

A: We will accept proposals from businesses inside the United States. If the contractor wishes to subcontract to an international vendor, the contractor must list any subcontractor in their proposal, and the contractor will be accountable for any work subcontracted.

Q: Is there any driving factor in the completion date of March 31, 2018?

A: Yes, the date is determined to be in accordance with fiscal year funding.

Q: Please confirm the actual ADA Compliance requirements that must be followed.

A: Upon completion of the project, WVU Parkersburg's website should be compliant with Web Content Accessibility Guidelines (WCAG) 2.0 AA standards.

Q: Will WVU Parkersburg be doing some of the build-out on pages based on the system the contractor builds, or is the contractor building everything and delivering a finished site?

A: The WVU Parkersburg team will assist in some of the build-out, but the vendor must provide an architecture structure based on best practices.

Q: Please provide more details on the requirements for the levels of the cost proposals.

A: There should be 3 separate proposals within that cost structure, however specifically identifying the total cost that would exist within that structure. Failure to submit a proposal to each of the 3 levels would not disqualify a candidate, but chances of award would be limited per the information provided. There should be a list of services and deliverables for each level, with detailed costs for each item.

Q: Is the website in any way to integrate the student scheduling system?

A: No, the website is just to provide general guidelines and steps, and not be tailored to each individual student.

Q: Is WordPress the only option for the website?

A: While WordPress is preferred, it is not explicitly required. Another solution would be entertained if there is absolutely no cost associated with it at any time, now or in the future.

Q: In regard to look and feel of the website, are there existing brand standards or visual design standards that must be used?

A: While there is some flexibility, WVU Parkersburg must adhere to WVU brand standards, such as color scheme, which is utilized on their website, <http://www.wvu.edu>. While we do carry the West Virginia University logo, WVU Parkersburg is a separate institution from WVU with its own governing body and is **NOT** considered a regional campus or branch of WVU. This means that we must adhere to the **logo usage guidelines**, but we do not have to follow website guidelines or branding guidelines according to WVU. Here is the link to the logo usage guide: <http://brand.wvu.edu/brand-guide/identity/logo>.

Q: Please define what is meant by level 1, 2, and 3 of the cost proposal.

A: Level one is \$1-\$30,000, level two is \$30,000-\$50,000, and level three is \$50,000-\$70,000.

Q: Is there an expectation of deliverables for each cost level?

A: No, there is no specific expectation. The level is determined by the price of the proposal.

Q: Is the website hosted internally, or via third party?

A: The website is hosted internally, and the plans are to continue doing so.

Q: Please provide some specifics on the server and software currently used to host the website.

A: It uses LAMP, Ubuntu 14.0.4. The actual environment the server lives on is a virtual environment. WVUP runs a VMWare ESX infrastructure.

Q: Would it be considered to make updates or modifications to the current technical structure?

A: All recommendations would be accepted, with the condition that absolutely no costs are associated with it at any time, now or in the future

Q: Would any changes to maintain PHP be considered?

A: Yes, because it's a virtual environment, another server could be created to resolve conflicts.

Q: How many pages of content are currently on the website, and would that number increase or decrease with the new website?

A: There are currently 469 published pages. The goal is to reduce the number of pages to those that are relevant to the main target, which is current and prospective students. The other pages would be housed on an intranet, as opposed to the public website, but also still comparable to other institutions and best practices. The intranet is not a part of this project.

Q: Are there any particular features or functionality that would be preferred, or are all plug-ins vendor's choice?

A: There are no current features that are preferred. The vendor can propose any features within the realm of best practices. Specifically, a calendar and forms are required to be offered.

Q: Should new imagery or videography be included in the proposals?

A: No, those items are not necessary. All imagery can be provided by WVU Parkersburg. However, recommendations will be considered.

Q: Is a separate content management system to be included in the proposals?

A: No, the file manager that is part of WordPress will be utilized.

Q: Please expand on the content creation and editing portion of the scope of work, particularly what is expected of the vendor: recommendations or the creation of the content itself?

A: Recommendations of content are requested, based on best practices. WVU Parkersburg would develop the content based on those recommendations. Additional assistance in refining that content could be proposed in the different cost levels.

Q: In regard to Project Management, who is the point of contact for the workflow and approval process?

A: The primary Point of Contact would be the Director of Marketing & Communications.

Q: When is the project start date?

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A: The work can begin after the project is awarded, around the beginning of October.

Q: What is required for the request of “Annual fee income for the past three (3) years.” in Section 2, line f (page 11)?

A: Please disregard that line. It will not be required to provide that information.

Q: Are there any plans to leverage the selected vendor to help with any ongoing development or digital marketing needs?

A: No, there are no plans to do that.

Q: Regarding references, could some information be redacted or withheld from public viewings?

A: References must be provided, but the project costs do not have to be included.

Q: Are there any websites that WVU Parkersburg likes the look or feel of that could be used for reference?

A: While we like the look and feel of these websites, we also want to have a website that is unique to WVU Parkersburg and does not look like an exact replica of another institutions website. Some specific websites are: <http://www.marietta.edu/>, <http://www.northeastern.edu/>, <http://adrian.edu/>, <https://www.bucknell.edu/>, & <http://www.bates.edu/>. While we do carry the West Virginia University logo, WVU Parkersburg is a separate institution from WVU with its own governing body and is **NOT** considered a regional campus or branch of WVU. This means that we must adhere to the **logo usage guidelines**, but we do not have to follow website guidelines or branding guidelines according to WVU. Here is the link to the logo usage guide: <http://brand.wvu.edu/brand-guide/identity/logo>.

Q: Please provide the list of conference attendees.

A: While a roll call was not taken, the list of vendors that requested to be included on the conference call are: Super Toy Box, American Eagle, Motivate Design, Beacon Technologies, Silvertch, BDS Marketing, Imagebox Productions, Lovely Pixels, Atomic, Media Foundations, Kwall Company, WeAreEm, Digital Relativity, Barkley REI, Viget, VisionPoint Marketing, InnerAction Media, Infojini, and iFactory.

Q: Please describe the decision-making process after the award?

A: The Director of Marketing & Communications would be the Point of Contact for all questions and content approvals. Any change orders must be approved by the Chief Procurement Officer.

Reminder: Written questions will be received until 4:00 PM on September 15<sup>th</sup>.

Note: There will be no more emailed answers to questions. It is the vendor's responsibility to continue to check the website for future updates.

The call was then concluded.

RFP FY18-001 Redesign of Campus Website – Q&A

Q: Is there an in-state vendor preference?

A: An in-state vendor may request vendor preference by submitting the required form with their proposal.

Q: Do you require acknowledgement of addenda?

A: While a formal acknowledgement of addenda is not listed, all information included in the addenda must be addressed and covered in the proposal.

Q: Which of the exhibits (A, B, C, D) are required to be included with the RFP, and which are required only of the selected vendor?

A: All exhibits must be submitted with your proposal.

Q: Is a spiral-bound proposal acceptable or do you consider it 'permanently-bound'?

A: Spiral-bound would be considered permanently bound

Q: What address should we use if we are sending the proposal via courier (UPS or FedEx) vs. US Mail?

A: Jeannine Ratliffe, WVU Parkersburg, 300 Campus Drive, Parkersburg, WV 26104

Q: Do you require a notarization of the response?

A: Notarization is not required.

Q: The following requirements - do you mean in terms of our business overall, or in terms of website/technical requirements (Section 2, Quality Control): Operational Plan, Record and Reporting Systems, & Operating Problems?

A: Both

Q: Is there an incumbent vendor on this project? If so, who is it?

A: No

Q: What does the RFP mean by "Record and Reporting Systems," as mentioned on page 12? Does this mean how we execute our internal reporting? Or how we report to our clients?

A: How you report to your clients

Q: What does the RFP mean by "Operating Problems" as mentioned on page 12? Does this mean problems that have arisen with clients and how we mitigated them? Or internal operational problems?

A: Problems with clients and how you mitigated them

Q: Who will be in charge of crafting copy?

A: WVU Parkersburg will develop content for the website. However, content editing and recommendations can be included as an option in the different proposal levels if the vendor wishes to include it.

Q: Who will be in charge of migrating all content (i.e. copy, photos, etc.)?--the WVUP team or the vendor?

A: The WVUP team will migrate the content. However, content migration can be included as an option in the different proposal levels if the vendor wishes to include it.

Q: Does WVUP have any existing audience research they can share with the winning vendor?

A: We can provide current and past student demographic and geographic information as well as Google Analytic information for our current page.

Q: Can you please provide a list of all special functionality/third-party applications that will need to be integrated on the new site?

A: The website does not currently use any third party applications. We have HTML code from Career Coach, but other than that, we use WordPress plugins, like Forms and Calendar.

Q: How closely does the website's design need to match the primary WVU website?

A: It should not look like WVU's site. We only have to adhere to WVU's logo standards, not its brand standards.

Q: Whether companies from Outside USA can apply for this? (like, from India or Canada)

A: We prefer to work with a company within the USA. If the company we select chooses to use a subcontractor and outsource to someone in another country, that is at the discretion of the contracted company. Per the RFP all subcontractors must be listed and the timelines and responsibilities are held with the contracted USA vendor.

Q: Whether we need to come over there for meetings?

A: Onsite meetings are not necessary but web meetings and web demonstrations may be required.

Q: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A: Please refer to the above response.

Q: Can we submit the proposals via email?

A: As stated in the RFP, proposals via email are not accepted.

Q: Is there any incumbent for this requirement? If yes, please share the details of the incumbent or vendor currently providing the same services along with last year's expenditure?

A: There is not a vendor currently providing this service.

Q: Is there any fixed number of references required?

A: No, there is not a fixed number of references required.

Q: What is the estimated budget for this project?

A: The budget items are listed in the RFP. See below.

#### **SECTION 4: COST PROPOSAL**

##### General Information & Format

Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal. Cost should include the not-to-exceed price for three levels of service. Level one should include the cost and list of services provided within the range of 1-30,000 dollars. Level two, cost and services provided between 30,000-50,000 dollars and level three 50,000-70,000 dollars. All three levels should be listed with a precise cost quote within the range and services detailed at each level.

RFP FY18-001 Redesign of Campus Website – Q&A

Q: Are you open to developing the newly designed site using Drupal/MySQL or .NET/SQL Server?

A: Preferably not, due to the amount of plugins and features available for WordPress.

Q: How many fillable forms do you anticipate for this new site?

A: Approximately 50 or less. We'd like to have the capability of developing forms as needed for future use.

Q: Are you open to our team developing offsite, or do you need team members at your location?

A: Offsite would be fine.

Q: Will the scope of work include content migration from the old site?

A: The RFP does not require content migration as part of the proposal, but that can be included as an option in one of the price levels.

Q: Are you expecting to develop a native mobile app for this new site?

A: No, not at this time.

Q: You've included "assistance in the build-out of the identified design and architecture." Would it be possible for you to provide additional detail about the balance of responsibility for build out between the selected vendor and the WVUP team?

A: We would like for the vendor to provide a recommended architecture/navigation structure for our website based on best practices for college and university websites. WVU Parkersburg will provide and input all content for all pages once the navigation is determined.

Q: Will WVUP entertain proposals that exceed the level three range of \$50,000-\$70,000?

A: Proposals that exceed \$70,000 will not be considered.

Q: The RFP says that we have to provide the proposal on a USB drive as either a MSWord or ASCII file. It says that the cost proposal can be provided as a MSWord, ASCII, or PDF file. Can the regular proposal also be provided as a PDF?

A: Yes, that would be fine.

Q: Are vendors allowed to hand-deliver the response? If so, where should we go to drop it off?

A: Yes, you may hand-deliver the sealed proposal. Please come the Main Building on campus and deliver to the Business Office. It is located at 300 Campus Drive, Parkersburg, WV 26104.