

REQUEST FOR PROPOSAL (RFP)

RFP Number: RFP-416

Issue Date: 12/11/2020

Due Date: 02/01/2021

SUBMITTAL DUE DATE AND TIME:

One (1) **original technical and cost proposal** plus three (3) convenience copies, as well as an electronic copy (submitted on a USB drive) to:

Monica J. Cochran Director of Procurement Fairmont State University Hardway Hall Room 305 1201 Locust Avenue Fairmont, WV 26554 Fax: (304) 367-4706

The outside of the envelope or package(s) for both the technical and the cost proposal should be clearly marked:

REQ/RFP #: RFP-416

Opening Date: February 1, 2021

Opening Time: 3:00 p.m.

Late submittals will not be accepted. Proposals will be accepted until the time and date specified.

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LETTER OF INTENT (to submit a bid)

My company intends to submit a bid response for RFP-416

Company Name:	
Contact Name:	
Address:	
City, State, Zip:	
Phone #:	
Fax #:	
Email Address:	
Signature:	
·	
Title:	

RFP addendums (if any) will be sent (by email) to the contact person listed above.

Bidders not submitting a letter of intent to bid are advised that they may not receive subsequent information relating to this specific bid.

Please return by email no later than January 6, 2020. Please return to:

Monica J. Cochran, Director of Procurement Fairmont State University

Email: monica.cochran@fairmontstate.edu

SECTION 1: GENERAL INFORMATION / BACKGROUND

1.1 Purpose

Fairmont State University, herein after referred to as "Fairmont State" or "University" is seeking proposals for two projects – a website redesign, and the purchase, implementation, and support of a content management system for the website.

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.

1.2 Location

University is located at 1201 Locust Avenue, Fairmont WV 26554.

1.3 Background

Fairmont State University is located on 120-acre main campus in Fairmont, West Virginia. Fairmont State is a regional university located in Fairmont, WV with a student FTE of 3,700. The University is a comprehensive, student-centered, state-supported institution offering 50 degree programs and over 100 fields of study in the arts, humanities and sciences, aviation, engineering and technology, teacher education, nursing, and business administration.

Fairmont State primarily delivers education on-campus at our Fairmont, W.VA. location in Marion County. We also offer aviation, nursing, business and other courses at two facilities in Harrison County – the Robert C. Byrd National Aerospace Education Center, and the Charles Pointe Center.

Fairmont State offers hundreds of courses online, and we offer certificate programs and several graduate degrees completely online.

Additional information about Fairmont State University can be found on our webpage: www.fairmontstate.edu

1.4 Objective

Fairmont State University intends to contract a website design, and purchase and implement a content management system for the website.

1.5 Acknowledgement

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

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 1.5.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.
- 1.5.2 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 shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.6 Schedule of Events

RFP Release Date	. December 11, 2020
Letter of Intent to Submit a Bid Due	. January 6, 2021
Vendor's Written Questions/Inquiries Submission Deadline	. January 15, 2021
Addendum (with answers) Issued by	. January 22, 2021
Bid Opening Date	. February 1, 2021
Notification to vendor for Oral Presentations (demo)	. February 22, 2021
Vendor Presentations (demos)	. March 8, 2021
Contract Award	. April 30, 2021

Note, Fairmont State University will be closed for the Holiday break from December 19, 2020 to January 4, 2021.

1.7 Letter of Intent to Submit a Bid

Vendors planning to submit a bid as a result of this RFP are requested to return the Letter of Intent (page 2 of bid package) by January 6, 2021. Bidders not submitting a letter of intent are advised that they may not receive subsequent information relating to this specific bid.

1.8 Mandatory Pre-bid Conference: Not Applicable

1.9 Inquiries

Inquiries regarding specifications of this RFP must be submitted in writing to the Director of Procurement. The only exception is for questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.6. All inquiries of specification clarification must be addressed to:

Monica J. Cochran, Director of Procurement – monica.cochran@fairmontstate.edu
Fairmont State University
Hardway Hall Room 305
1201 Locust Avenue
Fairmont, WV 26554

No contact between the Vendor and the University is permitted without the express written consent of the Director of Procurement. Violation may result in rejection of the bid. The Director of Procurement named above is the sole contact for any and all inquiries after this RFP has been released.

1.10 Response to Vendor's Questions/Inquiries

Any vendor questions will be answered in an RFP Addendum which will be distributed (via email notification) to vendors who submitted a Letter of Intent to Bid. The addendum will be released via email notification no later than January 22, 2021. Addendum will also be posted on the Fairmont State University Procurement webpage. Only the written response to questions will be binding.

1.11 Verbal Communication

Any verbal communication between the Vendor and any University personnel is **not** binding. Only information issued in writing and added to the RFP specifications by an official written addendum by Procurement is binding.

1.12 Addenda

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Procurement Office.

1.13 Oral Presentations

All proposals, information, and responses must be submitted in writing. Bidders submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to Fairmont State may be requested to give an oral presentation (demo) to a selection committee.

Oral presentations (demos) will tentatively be held during the week of March 8, 2021. Bidders who are selected to make oral presentations will be notified by February 22, 2021 (approximate target date).

The Procurement Office will schedule the oral presentations. During oral presentations, Bidders may not alter or add to their submitted proposal, but only clarify information. In addition, cost information may NOT be discussed during the oral presentations.

SECTION 2: PROJECT BACKGROUND/BRANDING

Fairmont State is the third largest university in West Virginia with a unique institutional personality: Being the "biggest" or "most exclusive" school has never been the goal. The University strives to be the school that prepares hard-working, passionate students for a lifetime of success. This is accomplished by providing transformational educational experiences for a student population largely made up of in-state, first-generation students, and offering several academic programs that are the only ones of their kind in the state.

The current website (www.fairmontstate.edu) does not tells our story. And the current CMS doesn't serve the needs.

The website should be the primary marketing tool, and clearly represent the positioning statement, brand drivers, brand personality/brand characteristics, and value propositions. The aim is to leverage these brand elements to strategically increase enrollment.

2.1 Positioning Statement

Fairmont State University sits on a charming hilltop campus in Fairmont, West Virginia, a small, friendly city surrounded by nature. Around here, winding, clear rivers cut through the green hills and mountains of Appalachia, giving our campus community unrivaled access to the outdoors. Biking, hiking, camping, rafting, climbing, skiing – you can do it all. But that easy access to outdoor adventure is just icing on the educational cake.

Fairmont State turns opportunity, passion, and hard work into excellence in a vibrant, close-knit campus community where students and teachers become your friends for life.

Here, you'll enjoy the opportunities offered by a comprehensive state university combined with the personal attention and campus atmosphere you'd expect from a small, private school.

Being the "biggest" or "most exclusive" school has never been our goal. We just want to be the school that prepares hard-working, passionate students like you for a lifetime of success.

2.2 Brand Drivers

Brand drivers (below) are the attributes of Fairmont State University used to put the brand promise into action. They are actions, expectations and policies that lead to the tangible, measurable ways in which the brand promise is fulfilled.

- Quality education at a great value for all who seek it
- Education that prepares graduates to participate in the knowledge-based economy
- Outstanding faculty and staff who deliver exceptional attention and support
- Learning opportunities with exceptional depth, inside and outside the classroom, from the beginning of the college experience, embracing a 'no waiting your turn' philosophy
- We are "West Virginia's School," educating a higher percentage of native West Virginians than any other in-state higher education institution
- Upholding our responsibility as talent pipeline and economic engine for the communities in our region
- Partnerships that empower
- A welcoming spirit of family that reaches throughout the region, across the nation, and around the world

2.3 Brand Personality

Unbound by limitations, hard-working, and welcoming, we passionately empower people, partners, and communities to take wing and soar.

This personality is embodied through five brand characteristics:

- EMPOWERING inspirational, strengthening, transformational engine
- LIMITLESS optimistic, "can-do" attitude, unbound
- **RESPONSIVE** action-oriented, community-minded, helpful
- HARDWORKING goal-oriented, roll-up-your-sleeves, resourceful, tenacious
- GENUINE caring, supportive, warm, friendly, unpretentious, honest, informal

2.4 Value Propositions

FOR EVERYONE WHO VISITS THE WEBSITE:

Fairmont State University is an institution of transformation that inspires and empowers people, partners, and communities to soar.

POTENTIAL STUDENTS & PARENTS:

For students and families who seek a transformative, affordable education, Fairmont State University offers low-tuition and one-of-a-kind academic programs that lead to in-demand careers, in a safe, secure setting surrounded by nature.

CURRENT STUDENTS & PARENTS:

For current students and families who demand quality academic programs, abundant educational opportunities combined with personal attention, Fairmont State University offers big school resources with a private school atmosphere that nurtures students and prepares them for rewarding careers and enriched lives.

COMMUNITY & PARTNERS:

Fairmont State University is a cooperative engine of transformation that strengthens partners, protects communities, and enriches the region via quality academic programs, excellent fiscal strategies, and home-grown talent.

2.5 Current Web Site Information

2.5.1 Current CMS: Drupal

- Drupal 7.72+
- Site currently has 30+ subsites
- Each subsite has its own content list, menu structure, user list, permissions settings, modules, content type, etc.

Support for the current CMS was scheduled to end in November 2021, but that has now been extended to November 28, 2022.

The website is managed by Fairmont State's Office of University Relations and Marketing (URM). URM receives website management support from the University's IT department on an as-needed basis.

2.5.2 Content Contributors:

- Integrated with the University Single-Sign-On (SSO) system
- Most subsites have 10-20 users, some have less than 5, some almost 50.
- Each subsite has its own list of user roles with their own permissions set that do not carry over between subsites.
- It is easy to limit contributors' access to a subsite, but hard to limit access to pages or sections within that subsite.

2.5.3 Common Content Updates:

- Changes to personnel
- Contact information
- Degree information changes
- News stories
- Home page updates

2.5.4 Known Issues:

- The site currently lacks strong navigation and wayfinding there is a fear that audiences have a hard time finding what they are looking for.
- Information is hard to find and the site is hard to navigate.
- Much of the website has been scaffolded on top of itself for years, so a clean slate of architecture/navigation is needed.
- Many pages load very slowly (sometimes 30+ seconds) which can be an issue with the lack of broadband in the state of West Virginia.
- There is not a very strong job of encouraging task completion. The calls to action have little impact.
- The site lacks a true Admissions/Recruiting portal. The current Admissions site is a combination of admissions information, calls to action and internal needs-based content. The desire is for robust, recruiting-focused admissions portals.
- The current site is adaptive, but there is a question about whether the mobile experience is as good as it could be. The vendor should assess the efficacy, engagement and desirability of the mobile experience.

2.6 Current Web Site Audiences (Ranked)

Like most higher education websites, the site serves many stakeholders: traditional student prospects and their parents, transfer students, current students, international students and prospects, faculty/staff, alumni and other friends of the university. While the newly designed website will be Fairmont State's strongest recruiting tool, it also must acknowledge and deliver on the needs (informational and task completion) of each of these stakeholders.

- 1. Prospective Students:
 - a. Undergraduate
 - b. Transfer
 - c. Graduate
 - d. International (on-campus and learning abroad in a partner school)

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- 2. Current Students
 - a. Undergraduate
 - b. Graduate
 - c. International (on-campus and learning abroad in a partner school)
- 3. Parents
 - a. Parents of current students
 - b. Parents of prospective students
- 4. Donors and prospective donors
- 5. Alumni
- 6. Current Faculty, Advisors and Staff
- 7. Legislators, General public and visitors
- 8. Prospective Faculty, Advisors and Staff
- 9. Prospective community and international partners
- 10. Media

SECTION 3: VENDOR QUALIFICATIONS

The web site is a vital component of the University's communications strategy; it is often the first experience and interaction with Fairmont State and serves functions as a flagship brand website, the first stop for a prospective student, a portal to academic programs, and a resource destination for many audiences. Due to the critical nature of the work, Fairmont State is asking for more information on the vendors replying to the proposal. Describe how your experience will meet the needs by answering the questions below.

3.1 Vendor Qualifications and Experience:

Vendors must provide the following information regarding their company:

- 1. Describe your company, its history, corporate structure, officers or partners, number of employees and operating policies which would affect this contract.
- Identify the firms' representative that will be assigned to the University and describe his/her
 history and experience in serving clients of similar scope and size to Fairmont State
 University.
- 3. References: Provide a list of at least three current higher education clients of similar scope and size. Include organization name, contact name, title, telephone number and email address of the contract person.
- 4. Provide a list of higher education accounts your company has lost (early termination or non-renewal) over the past three years. Include contact name and phone number, length of service at each account and the reason for loss.
- 5. Describe the financial status of the company. Attach a copy of the most recent annual financial statement or other such document that demonstrates the company's financial stability.

3.2 Service Expertise Performance

Provide the following information to support the expertise requested for this RFP.

- 1. Describe your experience in producing websites for higher education or multi- divisional business clients and their successful launch.
- 2. Provide a portfolio of recent comparable website redesigns (higher education required)
- 3. Provide a brief description of your agency's / company's business model and project management process.
- 4. Detail any web development hardware/software vendor partnerships.
- 5. Explain the website testing plan.
- 6. Define how you will proactively monitor for errors, link breakage, inquiry form submission success and page load time efficiencies.
- 7. Provide a sample of reporting and recommendations for improvement.

SECTION 4: WEB SITE REDESIGN PROJECT

Fairmont State University needs to redesign the look, navigation and architecture of the website to support enrollment growth.

4.1 Overall Scope

Fairmont State is looking for the following items in the redesign:

- Review current state of the website.
- Assess the needs of the web site user groups.
- Provide needs analysis for site architecture, navigation, visual design and user behavior/task completion, based on the ranked audience list provided in Section 2.6: Current Web Site Audiences.
- Create new navigation and architecture:
 - o Easier for users to find what they want, quickly and easily.
 - Easier for users to complete tasks (apply now, visit, donate, etc.).
- Integrate useful, usable and desirable admissions portals that encourage task completion (apply, visit, request information, etc.)
- Be visually appealing.
- Employ visual design and architecture that embodies and strengthens the Fairmont State University brand.
- Develop a unified design (and the templates) for different levels of content (landing page, secondary page, etc.).
- Be responsive/adaptive, with an emphasis on mobile usability

4.2 Website Project Objectives

Primary Objective:

The primary objective of this redesign is to engage and recruit on-campus, online and international prospects, to influence user behavior, and to facilitate task completion for these groups.

Secondary Objectives:

- Maximizing the retention efforts for current students
- Engaging and enthralling donors and alumni
- Providing easy-to-find information for faculty/staff

Finally, the site must provide easy-to-find information and establish/reaffirm the University brand in the hearts and minds of the general public, legislators, and other visitors.

4.3 Website Needs

The web site redesign should include the following items:

- 1. The "feeling" of Fairmont State University one that captures the 'can-do' optimism, the hardworking "roll up your sleeves" attitude, and the genuine, unpretentious 'family' nature.
- 2. Responsiveness/adaptiveness, with an emphasis on mobile usability and experience
- 3. Lightweight design that loads quickly. Much of West Virginia has poor broadband access the site needs to load quickly and easily even on a poor connection.

- 4. New navigation and architecture that makes it easier for users to find what they want, quickly and easily. Vendor will provide an analysis of the current navigation as well as solutions based on higher education web design best practices.
- 5. New navigation and architecture that makes it easier for users to complete tasks (apply now, visit, donate, etc.). Currently there is not a strong enough emphasis on making the completion of these tasks easy for site users.
- 6. New admissions portals/microsites for online and on-campus prospects that promise useful, usable and desirable experiences. This should include a "lead form" on all pages that feeds into the University CRM (Technosolutions Slate CRM). The vendor's expertise on the best approach to provide these discrete prospect groups with unique experiences that encourage task completion is crucial.
- 7. Employ visual design and architecture that follows higher education website best practices.
- 8. Visual design and architecture that embodies and strengthens the University brand
- 9. Visual design and architecture that follows higher education website best practices

4.4 Web Site Functional Requirements

Explain in detail how the vendor's design and development components will meet the functional requirements for the website redesign.

- 1. Have a useful, usable and desirable interface and navigation. Audiences (as defined earlier) must be able to easily and quickly identify paths and complete tasks. Some of these typical tasks include:
 - Future students/parents (see Ranked Audience list above): explore majors, campus life, residential life, "school vibe" and costs/financial aid
 - Current students/parents (see Ranked Audience list above): examine curricula and easily find important resources like career services, residential life and financial aid
 - Donors/Alumni: support Fairmont State and give/donate generously
 - Faculty/Staff/Administration: Find/use campus resources
 - Visitors/Community: Explore news and events and find relevant resources
- 2. Create template designs for at least three levels. The vendor must work closely with University personnel who must be able to modify the templates in the future.
- 3. Address program pages for each program (information to be provided):
 - What is the outcome of the program
 - What skills are needed to be successful in that career
 - How Fairmont State teaches the skills for the career
 - Why Fairmont State should be the university of choice
- 4. Integrate with Watermark Web Profiles, to be used with the academic program information.
- 5. Integrate with Digiarc Acalog, to be used for the University Catalog.
- 6. Create new admissions portals/microsites for online and on-campus prospects that promise useful, usable and desirable experiences.
- 7. Design a lead form for all pages using Slate, designed to identify prospects program of interest.
- 8. Inspire and engage all users, and uphold and strengthen the University brand
- 9. Initiate a clear path to conversion/lead generation and/or Call to Action.
- 10. Be responsive/adaptive, with an emphasis on mobile usability
- 11. Develop intuitive navigation system.

- 12. Integrate chat functionality to provide live response to questions.
- 13. Provide well-organized and logically presented content.
- 14. Include a search option.
- 15. Integrate with social media for dynamic feed to the site of the latest postings including Facebook, Instagram and Twitter, YouTube, Snapchat, and TikTok.

4.5 Web Site Technical Requirements

Explain in detail how the vendor's design and development components will meet the technical requirements for the website redesign.

- 1. Offer an easy-to-use content management system (CMS), or use the one selected by Fairmont State
- 2. Design for mobile first.
- 3. Use responsive design for easy use on a variety of mobile and desktop devices. Provide the same experience in all mobile operating systems
- 4. Ensure compatibility with commonly used versions of the most popular web browsers, including but not limited to Microsoft Edge, Firefox, Safari and Google Chrome.
- 5. Design the web site to be lightweight and load well on a variety of internet connections and speeds.
- 6. Be compliant with Section 508 of the United States Workforce Rehabilitation Act of 1973 and Web Content Accessibility Guidelines 2.0 (WCAG) Level A and AA
- 7. Import all applicable content from current site.
- 8. Include CAPTCHA security measures for forms.
- 9. Integrate with Technosolutions Slate CRM product.

4.6 Implementation

Explain in detail how the vendor will meet the following requirements for implementation.

- 1. Please describe your implementation approach and project plan for the web site redesign. Include a timeline.
- 2. Describe the process for the design and delivery of user templates. How iterative is the process? Does it allow for evaluation and fine-tuning features based on user strategy?
- 3. Describe the roll-out process for the website? Explain how content will be redirected during the launch and through migration.
- 4. Will you also be proposing a content management system, or will you plan to utilize the system that Fairmont State selects? What items should be considered red flags between the two implementations?

SECTION 5: WEB CONTENT MANAGEMENT SYSTEM PROJECT

Fairmont State University currently uses Drupal as its web site content management system (CMS), and is looking to implement a new CMS for ease of use. The University has been on the current CMS for around a decade and much of the functionality has been scaffolded on top of itself for years.

5.1 Overall Scope

In conjunction with the website redesign, Fairmont State is looking to build and deploy a new CMS platform. The CMS should support industry best practices for site structure and organization, domain architecture, content tagging, and roles-based permissions. It should be intuitive and user-friendly.

There is also an expectation that the new home page template and a suite of second-tier template options will be implemented as part of the website redesign into the CMS.

5.2 CMS Functional Requirements

Explain in detail how the proposed CMS solution would provide the following functional requirements:

- 1. The proposed and implemented content management system must support the activities and varying skill levels of content owners. It must:
 - a. Allow easy role scoping to limit users' access to sections of the site
 - b. Permit version tracking and editorial oversight
 - c. Allow for the creation of dynamic, time-sensitive posts, as well as static, long-term pages; and
 - d. It must be easily extensible to allow for future growth or changes in site functionality.
 - e. Feature in-house governance and division/departmental ownership.
- 2. Include some form of a sandbox area or staging environment. There should also be a way to share unpublished pages to stakeholders in the university
- 3. Have a What You See Is What You Get (WYSIWYG) interface. This means that authors will be able to edit content in an interface, which allows the content to appear similar to what will be posted on the Web.
- 4. Provide the ability for authors to drag-and-drop content into the user interface and be able to spell check what they have inserted.
- 5. Allow for in-context editing. This function will give a user the ability to browse to a page on the live site and edit it directly from that point.
- 6. Allow for Code View editing.
- 7. Be SEO friendly by allowing for tasks such as metadata creation and assistance in writing user-friendly URLs.
- 8. Offer page design options and templates.
- 9. Include a content scheduling feature that will allow users to schedule their content to automatically go live and/or come down at a certain date and time.
- 10. Accommodate various content types, including but not limited to, HTML, plain text, PDF, XML, RSS, images, video, and audio.
- 11. Include a file library system that allows for the easy reuse and management of files including an image library.
- 12. Provide support for email notifications to content authors for outdated and stale content alerts.

- 13. Include a workflow process to allow the editing and publishing of content in order to distribute the editing capabilities away from just the people who have publishing rights.
- 14. Provide an easy solution that allows administrators to contact editors.
- 15. Provide a content workflow that will allow editors to create content, but will postpone publication until approved. The CMS should show the approver what content was changed since last published.

5.3 CMS Technical Requirements

Explain in detail how the proposed CMS solution would provide the following technical requirements.

- Fairmont State would prefer a cloud-hosting environment, but will consider an on-premise installation. Explain how the CMS supports cloud hosting and/or installation on server environments running Windows or Linux service.
- Describe the maintenance windows for the product, and any service level agreements that would be used. Provide reports for the last two years showing uptime for a client to demonstrate reliability.
- 3. Security is crucial. The CMS should have the ability to assign role base privileges, and must be able to have customizable, granular privileges that an administrator could make as loose or as tight as possible. Explain the security setup for the CMS.
- 4. Include support for multi-domain LDAP or SAML integration. Describe options available.
- 5. Record an audit trail, which allows an administrator to see what changes had been made to pages of the site. It also will support versioning of files. The audit trail should:
 - a. Include items that have been deleted
 - b. Apply to menus, sidebars, files, etc.
- 6. Provide simple installation, configuration, and maintenance.
- 7. Provide or allow usage of analytics, such as Google Analytics for optimization and metric analysis.
- 8. Allow backup of content, templates and configuration parameters. Describe the backup procedure.
- 9. Include a grace period for the restoration of deleted items. How long are items maintained before being permanently deleted?
- 10. Allow a user to "rollback" deletions or changes? How far back will the rollback feature work?
- 11. Ability to migrate existing content. Define and deliver features so each can be evaluated and fine-tuned based on user testing, and create a roll-out strategy that includes a plan to redirect content during the beta launch and throughout migration.

5.4 Implementation

Explain in detail how the vendor will meet the following requirements for implementation.

- 1. Please describe your implementation approach and project plan for the web site redesign. Include a timeline.
- 2. Will you also be providing a proposal for the web site redesign? If so, how will the redesign project fit into the implementation of the CMS?
- 3. Describe the roll-out process for the CMS? What dependencies would be expected with the web site redesign.
- 4. Explain how content will be redirected during the launch and through migration.

SECTION 6: VENDOR PROPOSAL

6.1 Economy of Preparation

Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.

6.2 Incurring Cost

Neither the University nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

6.3 Proposal Format

While there is no intent to limit the contents of any proposal, proposals should conform to the tab format outlined below to ensure that all pertinent information necessary for evaluation is included and to facilitate review.

- Tab 1. **Title Page** -- State the RFP number, vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date. Include Attachment A (Purchasing Affidavit), and Attachment B (Resident Vendor Preference) under tab 1.
- Tab 2. **Vendor Qualifications and Experience** provide the information requested in Section 3, Vendor Qualifications.
- Tab 3. **Response to Scope of Services** -- Vendors must include Section 4, Web Site Redesign Project and Section 5, Web Content Management System Product, in their entirety with an acknowledgement of (or comments/response to) each item (sub-section) providing a detailed explanation regarding how each technical specification will be met.
- Tab 4. **Implementation Plan** Proposers shall include a detailed implementation plan which shall consist of significant times, dates, key individuals involved and projected milestones of this project.
- Tab 5. **Agreement/ Exceptions** Indicate agreement with or exceptions to any of the contract terms or conditions.
- Tab 6. **Pricing** This tab should include all cost information. Vendor shall provide information for this tab in a **sealed envelope separate from the technical proposal.**

6.4 Proposal Submission:

Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** (tabs 1, 2, 3, 4, and 5) must not contain any cost information relating to the project.
- Cost proposal (tab 6) shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the University **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

6.4.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code** §5A-3-11, the University cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit:

• One (1) **original technical and cost proposal** plus three (3) convenience copies; as well as one copy electronic copy (on a USB drive) to:

Monica J. Cochran Director of Procurement Fairmont State University Hardway Hall Room 305 1201 Locust Avenue Fairmont, WV 26554 Fax: (304) 367-4706

 The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

REQ/RFP #: RFP-416

Opening Date: February 1, 2021

Opening Time: 3:00 p.m.

6.5 Purchasing Affidavit

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. See ATTACHMENT A

6.6 Vendor Preference Certificate

In accordance with **West Virginia Code** §5A-3-37, Vendors may make application for Vendor Preference Certificate. Said application must be made on the attached Vendor Preference Certification form at the time of proposal submission. See ATTACHMENT B

6.7 Disclosure of Interested Parties to Contracts – *Not applicable*

In accordance with **West Virginia Code** §6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. See ATTACHMENT C

6.8 Drug Free Workplace – Not applicable

In accordance with *West Virginia Code* §21-1D-5, any solicitation for a public improvement contract shall require each contractor that submits a bid for the work to submit at the same time an affidavit that the contractor has a written plan for a drug-free workplace policy. A public improvement contract may not be awarded to a contractor who does not have a written plan for a drug-free workplace policy and who has not submitted that plan to the appropriate contracting authority in timely fashion. See ATTACHMENT D

6.9 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 bidder must** register and pay the fee prior to the award of an actual purchase order or contract. See ATTACHMENT E

6.10 Bid Response Certification

Fairmont State University is requesting vendors read and sign the Bid Response Certification to declare they have read Request for Bids, and the proposal is submitted on the basis that the vendor agrees to all specifications contained therein. See ATTACHMENT F

6.11 Technical Bid Opening

The Procurement Office will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the evaluation committee.

6.12 Cost Bid Opening

After the evaluation and scoring of the technical proposals, the Procurement Office will open the cost proposals. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

SECTION 7: EVALUATION AND AWARD

7.1 Evaluation Process

Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall 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.

7.2 Evaluation Criteria

All evaluation criteria are defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

Step 1: Technical Proposal Evaluation

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

- Fulfillment of Functional/Technical Specifications......45 Points
- Project Plan and Timeline......10 Points

Step 2: Cost Proposals

• Cost......30 points

Points for cost will be determined by the following formula for all Vendors who attained the minimum acceptable score:

- 7.2.1 <u>Technical Evaluation</u>: The University evaluation committee will review the technical proposals, and make a final recommendation to the Procurement Office.
- 7.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to West Virginia Code §5A-3-11(h) and West Virginia Code of State Rules §148-1-6.2.5.
- 7.2.3 <u>Cost Evaluation</u>: The Procurement Office will review the cost proposals, assign appropriate points, and make a final recommendation of award.

7.3 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.

7.4 Rejection of Proposals

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

SECTION 8: CONTRACT TERMS AND CONDITIONS

8.1 Contract Provisions

The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.

8.2 Public Record

All documents submitted to the University related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Fairmont State University Procurement Office.

Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code** of **State Rules** §148-1-6.2.5.

- 8.2.1 Risk of Disclosure: The only exemptions to disclosure of information are listed in **West**Virginia Code §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The University does not guarantee non-disclosure of any information to the public.
- 8.2.2 <u>Written Release of Information</u>: All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 30 cents per page.

8.3 Conflict of Interest

Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University.

8.4 Vendor Relationship

The relationship of the Vendor with the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by 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 subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose 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, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the University, and shall provide the University 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 University.

- 8.4.1 <u>Subcontracts/Joint Ventures</u>: The Vendor may, with the prior written consent of the University, enter into subcontracts for performance of work under this contract.
- 8.4.2 <u>Indemnification</u>: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, 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.
- 8.4.3 <u>Governing Law</u>: 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 as provided by Federal, State, and local governments.

8.5 Term of Contract and Renewals

This contract will be effective ______ and shall extend for the period of three (3) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of five (5) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, Vendor may terminate the contract for any reason upon giving the University ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.

8.6 Non-Appropriation of Funds

If funds are not appropriated for the University in any succeeding fiscal year for the continued use of the services covered by this contract, the University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The University shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the University receives notice. No penalty shall accrue to the University in the event this provision is exercised.

8.7 Changes

If changes to the contract become necessary, a formal contract change order will be negotiated by the University and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the University, the Vendor shall determine if there is an impact on price with the change requested and provide the University a written Statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

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

8.8 Price Quotations

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

8.9 Invoices

The Vendor shall submit invoices, in arrears, to the University at the address on the face of the purchase order labeled "Invoice To."

8.10 Purchasing Card Acceptance

Fairmont State University currently utilizes a Purchasing Card Program, administered by the State of WV under contract by a banking institution, to process payment for goods and services. The Vendor should accept both the Purchasing Card and Purchase Orders for orders under this contract.

8.11 Liquidated Damages: Not applicable

8.12 Contract Termination

The contract may be terminated by Fairmont State University with thirty (30) days prior notice pursuant to *West Virginia Code of State Rules* § 148-1-7.16.2. Fairmont State University shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

8.13 Special Terms and Conditions

- 8.13.1 Bid and Performance Bonds: Not Applicable
- 8.13.2 Insurance Requirements:

Comprehensive General Liability Coverage with \$1,000,000 limit of liability;

Cyber Liability with \$3,000,000 of liability or greater in the event the vendor has access to sensitive data, PII or PHI;

Auto Coverage with \$1,000,000 limit of liability in the event the vendor's operation involves the use of a vehicle in conjunction with the proposed contract and the vehicle would be used on state property. If the vendor is sending goods via postal delivery or other delivery carrier, Auto coverage is not needed;

Workers' Compensation Coverage as required by law, with Employers Liability Coverage included should the vendor employees be performing services in WV.

Professional/Errors and Omissions with \$1,000,000 limit of liability

Crime/Third Party Fidelity with \$100,000 limit of liability

- 8.13.3 License Requirement: *Not Applicable*
- 8.13.4 Protest Bond: Not Applicable

8.14 Record Retention (Access and Confidentiality)

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

Vendor shall have access to private and confidential data maintained by the University to the extent required for the 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 State and the University 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 the Vendor.

SECTION 9: Cost Proposal

Vendor must identify all costs, fees or charges for which Fairmont State University will be billed. Costs not indicated in your proposal will not be paid.

9.1 Pricing

Include an explanation of the product pricing, including implementation cost, software maintenance agreements, and any service support opportunities following implementation.

Detail where budget expenses will be allocated.

ATTACHMENT A: PURCHASING AFFIDAVIT

http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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:

Authorized Signature:			_ Date:	
State of				
County of, to-wit:				
Taken, subscribed, and sworn to before me this	day of			20
My Commission expires	, 20	0		
AFFIX SEAL HERE	NOTAR	Y PUBLIC		

Purchasing Affidavit (Revised 01/19/2018)

ATTACHMENT B: VENDOR PREFERENCE CERTIFICATE

http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf

WV-10	State of West Virginia	
Approve 06/08/18	VENDOR PREFERENCE CERTIFICATE	
constru prefere accord	tion and application is hereby made for Preference in accordance with West Virginia Code , §5A-3-37. (Does not application contracts). West Virginia Code , §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of ce for their residency status. Such preference is an evaluation method only and will be applied only to the cost bace with the West Virginia Code . This certificate for application is to be used to request such preference. The Purchawill make the determination of the Vendor Preference, if applicable.	fbid) oid in
1. 	Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, associator corporation resident vendor and has maintained its headquarters or principal place of business continuously in Viviginia, for four (4) years immediately preceding the date of this certification; or,	
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership inte of bidder held by another entity that meets the applicable four year residency requirement; or,	erest
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state resid and which has maintained its headquarters or principal place of business within West Virginia continuously for the fou years immediately preceding the date of this certification; or,	
2. 	Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employworking on the project being bid are residents of West Virginia who have resided in the state continuously for the two yimmediately preceding submission of this bid; or,	
3.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor whas an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employs a minimum of one hundred state residents, and for purposes of producing or distributing the commoditic completing the project which is the subject of the bidder's bid and continuously over the entire term of the project average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees residents of West Virginia who have resided in the state continuously for the two immediately preceding years and vendor's bid; or,	and es or t, on s are
4. □	Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,	
5. 	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National G and has resided in West Virginia continuously for the four years immediately preceding the date on which the b submitted; or,	
6. 	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, i purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees residents of West Virginia who have resided in the state continuously for the two immediately preceding years.	and
7. 	Application is made for preference as a non-resident small, women- and minority-owned business, in ac dance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, wor and minority-owned business.	
8. 	Application is made for reciprocal preference. Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.	
require or (b) a	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to mee ents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase o sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be pa acting agency or deducted from any unpaid balance on the contract or purchase order.	rder;
authorized the req	ission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division is the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has red business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.	paid
and if a	nereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bio nything contained within this certificate changes during the term of the contract, Bidder will notify the Purci sion in writing immediately.	dder has-
Bidder	Signed:	

ATTACHMENT C: DISCLOSURE OF INTERESTED PARTIES TO CONTRACTS

Not Applicable

ATTACHMENT D: DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT

Not Applicable

ATTACHMENT E: VENDOR REGISTRATION AND DISCLOSURE STATEMENT

http://www.state.wv.us/admin/purchase/vrc/wv1.pdf

WV-1	☐ New	☐ Update
REV. 09/26/18	CARS	(C-1)

STATE OF WEST VIRGINIA - PURCHASING DIVISION

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

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*.

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. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

ATTACHMENT F: BID RESPONSE CERTIFICATION FAIRMONT STATE UNIVERSITY

	-	DATE
The undersigned, as bidder, declares that he/sh submitted on the basis that the undersigned, th to, all specifications contained therein. It is furt speen received and were examined as part of the	ne company and its employees or a her acknowledged addenda numb	agents, shall meet, or agree
	Name of Bidder	
	Signature of Bidder	
	Title	
	Firm Name	
	Street Address	
	City, State, Zip	
	FEIN	
	Email	