

REQUEST FOR PROPOSALS (RFP)

Issue Date: January 7, 2010

RFP#: C199:10-885

Title: Advertising Agency Services

Commodity Code: 91501

Issuing Agency: Commonwealth of Virginia
Department of Conservation and Recreation
203 Governor Street, Suite 424
Richmond, VA 23219

Initial Period of Contract: From Award of Contract Through June 30, 2011.

Sealed Proposals will be received until 2:00 P.M. February 9, 2010 for furnishing the services described herein.

All inquiries for information should be directed to: Steven Rusch, Procurement Manager, 804-225-3034.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF

PROPOSALS ARE HAND DELIVERED, DELIVER TO: Steven Rusch, Procurement Manager

203 Governor St., Suite 424A

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

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Name: _____

Please Print

Title: _____

eVA Vendor ID
or DUNS No. _____

Telephone No. _____

E-mail Address: _____

FAX No. _____

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 10:00 AM on Tuesday, January 19, 2010 at 203 Governor St., Suite 200, Richmond, VA (Reference Section 7 herein).

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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1. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase of the services of an advertising/social marketing agency by the Department of Conservation and Recreation, an agency of the Commonwealth of Virginia. The available funding for this project is \$600,000.

2. BACKGROUND:

- 2.1 The Virginia Department of Conservation and Recreation (DCR) is currently working with the Chesapeake Bay Program (CBP) partnership to protect and restore the Chesapeake Bay and the Virginia rivers and streams that flow into it.
- 2.2 The Chesapeake Bay Program is the cooperative partnership responsible for setting broad policy initiatives to improve the quality of the Chesapeake Bay and its rivers. Policy initiatives are adopted through a partnership between the U.S. Environmental Protection Agency (representing the federal government) and the states of Maryland, Pennsylvania and Virginia, the District of Columbia, and the Chesapeake Bay Commission, which represents the region's state legislatures.
- 2.3 The most recent Chesapeake Bay Agreement, Chesapeake 2000 states that "...there can be no greater goal in this recommitment than to engage everyone – individuals, businesses, schools and universities, communities and governments – in our effort. We must encourage all citizens of the Chesapeake Bay watershed to work toward a shared vision..."
- 2.4 Driven by this commitment, and realizing that the individual actions and choices of residents throughout the Chesapeake Bay watershed affect the quality of their local streams, rivers and the Chesapeake Bay; DCR and the CBP worked with marketing consultants to develop the Chesapeake Club campaign and brand to promote appropriate individual and community stewardship actions.
- 2.5 The Chesapeake Club campaign ran in the Washington, D.C. media market in the spring of 2005 and 2006. It also successfully ran in the Richmond and Hampton Roads markets in the spring of 2007 and 2008. An abbreviated campaign also ran in Virginia in 2009.
- 2.6 The current Chesapeake Club is an effort to bring new people into Bay restoration by engaging them through their enjoyment of the Chesapeake lifestyle, primarily their love of Chesapeake seafood featuring the blue crab. It calls for working with local restaurants, lawn care services and the media to ask suburban homeowners to skip the lawn fertilizer this spring and wait until fall. It also encourages homeowners to take Bay-friendly actions while increasing awareness about how personal actions can impact the quality of local streams, rivers and the Bay. The Chesapeake Club website is www.chesapeakeclub.org.
- 2.7 The lawn care message conveyed by Chesapeake Club is the first of hopefully many used under the brand to promote individual stewardship actions for local water quality and the Bay. DCR and other CBP partners are looking to work with social marketing experts to develop the next phase of the Chesapeake Club campaign focusing on residential stormwater management practices.
- 2.8 The Virginia Department of Conservation and Recreation will work with other CBP partners and the successful consultants in coordinating the campaign. DCR and the other Bay Program partners will provide staff in the form of a steering committee to coordinate the efforts of the Contractor.

3. STATEMENT OF NEEDS:

The Commonwealth is seeking a Contractor to serve as advertising agency of record and to work in tandem with DCR and other partners of the Chesapeake Bay Program to develop and produce, under the Chesapeake Club brand, a research driven, social marketing campaign to focus on behavior change(s) to come from a suite of residential stormwater practices.

3.1 The Contractor shall:

- A. Retain the Chesapeake Club brand including the slogan “Save the Crabs, then eat ‘em.”
- B. Recommend an appropriate media mix to include traditional media (television, radio, television, internet) and newly developing techniques and technologies (YouTube, MySpace, Facebook, etc.).
- C. Recommend strategies on the use of a restaurant component and/or an on-the-ground component similar to the Chesapeake Club treatment work with lawn care companies.

3.2 The campaign will engage residents in the Richmond, Hampton Roads and Washington, DC media markets – and to a lesser extent the Baltimore market. The campaign components will also be designed and packaged so it can be adopted for other Bay watershed localities. It is envisioned that the public campaign will run in either a spring or fall window. Selection of the practices to be promoted will drive campaign’s timing and duration. However, it will be ready for public viewing no later than April, 2011.

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

4.1 GENERAL INSTRUCTIONS:

- A. RFP Response: In order to be considered for selection, offerors must submit a complete response to the RFP. One (1) original and four (4) copies of each proposal must be submitted to the issuing State agency. No other distribution of the proposals shall be made by the offeror.
- B. Proposal Preparation:
 - 1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - 2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - 3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be

repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 6. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the Commonwealth and may or may not be conducted.
- 4.2 SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Department of Conservation and Recreation may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 - B. Complete Vendor Data Sheet.
 - C. A written narrative statement to include:

1. Experience in providing the services described herein to include samples of work from similar projects and information on the success of these projects.
 2. Names, qualifications and experience of personnel to be assigned to the project.
 3. Names, qualifications and experience of any subcontractors to be used on the project.
- D. Specific plans for providing the proposed services including:
1. Type(s) of marketing tool(s) to be developed and the quantity of each to be supplied.
 2. Specific recommendations for market research.
 3. Information to be included in the marketing tools.
 4. Time frame for completion of the project.
 5. A detailed breakdown of pricing to include: job descriptions of personnel, hourly rates, unit pricing, etc.
- E. SWAM Utilization – Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of this solicitation. Forms for submission of this data are provided as Attachment C herein.

5. EVALUATION AND AWARD CRITERIA:

- 5.1 EVALUATION CRITERIA: Proposals shall be evaluated by the Department of Conservation and Recreation using the following criteria:
- A. Plans for providing the service – 50 points
 - B. Qualifications/experience of the Offeror and proposed subcontractors – 30 points
 - C. SWAM Utilization – 20 points
- 5.2 AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

6. REPORTING AND DELIVERY REQUIREMENTS:

6.1 The Contractor shall provide written summaries of all meetings and copy to all designated contacts within five days of a meeting.

6.2 ACCOUNTING AND BILLING:

- A. The Contractor shall furnish, in advance, a written cost estimate of all expenditures in connection with services or projects recommended by the Contractor or requested by the Commonwealth. Prior to undertaking any projects, or committing any funds, the Contractor shall obtain written authorization from the Commonwealth.
- B. The Contractor shall prepare and deliver an invoice with an accounting of the expenditures for the previous month and a cumulative total for the contract period. Invoices are to be submitted monthly by the 10th day of the month following the expenditure.
- C. Invoices shall be itemized, sorted by project and shall be accompanied by back-up materials supporting each invoice, which could include a cost estimate for the job, other supplier invoices for outside services, a copy of the written authorization and/or written explanation and justification for any overages which may have occurred.
- D. Discounts and Penalties – payments will be made in accordance with the Prompt Payment Act. The Contractor shall endeavor to obtain all prompt payment or other similar discounts from media and suppliers in the performance of services hereunder. Any such allowances or credits should be reflected in the next monthly invoices.
- E. Invoices shall show the contract and job number. Failure to provide the contract number may result in the invoice being returned to the Contractor. Invoices shall be submitted to:

Virginia Department of Conservation and Recreation
Attn: Finance Department
203 Governor Street, Suite 410
Richmond, VA 23219

7. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at 10:00 AM on Tuesday, January 19, 2010 at 203 Governor St., Suite 200, Richmond, VA. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

8. GENERAL TERMS AND CONDITIONS:

8.1. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the internet at www.dgs.state.va.us/dps under "Manuals."

- 8.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 8.3 ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).

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

A. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

8.4 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies the Contractor does not, and shall not

during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- 8.6 **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 8.7 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 8.8 **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 8.9 **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

8.10 **PAYMENT:**

A. **To Prime Contractor:**

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced

charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

8.11 PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.12 QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such

offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

8.13 TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

8.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

8.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

8.16 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- 8.17 TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 8.18 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- 8.19 NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 8.20 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.
- A. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse
- B. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments
- C. The Vendor Transaction Fee is:
1. DMBE-certified Small Businesses: 1% capped at \$500 per order.
 2. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.
- 8.21 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 8.22 BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

9. SPECIAL CONDITIONS:

9.1 ADVERTISING: In the event a contract is awarded for supplies, equipment or services resulting from this bid, no indication of such sales or services to the Department of Conservation and Recreation will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Department of Conservation and Recreation has purchased or uses any of its products or services, and the Contractor shall not include the Department of Conservation and Recreation in any client list in advertising and promotional materials.

9.2 eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in one purchase order(s) with the eVA transaction fee specified below assessed for each order. The vendor transaction fee is:

A. DMBE-certified Small Businesses: 1% capped at \$500 per order.

B. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

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

9.3 AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9.4 IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	_____		IFB# C199:10-885
	Street or Box Number		

	City, State & Zip Code		

Name of Procurement Officer: Steven Rusch

The envelope should be addressed as directed on Page 1 of the solicitation.

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

9.5 OWNERSHIP OF MATERIALS: All materials, including electronic media, shall become the property of the Commonwealth, which will have all rights to use, reproduce or modify such materials, exclusive of rights reserved by others such as photographs, software, or sound recordings which have been properly used and made available to the Commonwealth by the authority vested in the firm or in the legal use of such materials. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work.

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

10. METHOD OF PAYMENT:

The Contractor shall be paid on the basis of invoices submitted.

11. PRICING SCHEDULE:

The offeror agrees to provide services in compliance with the Statement of Needs and terms & conditions of this Request for Proposal for a total price not to exceed \$600,000.

12. ATTACHMENTS:

- Attachment A - Vendor Data Sheet
- Attachment B - Substitute Form W9 (Request for Taxpayer Identification Number(s) and Certification)
- Attachment C - Participation by Small Businesses and Businesses Owned by Women and Minorities

ATTACHMENT A

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

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

2. **Vendor's Primary Contact**:

Name: _____ Phone: _____

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:

_____ years _____ months

4. **Vendor Information**:

eVA Vendor ID or DUNS No.: _____.

5. Indicate below a listing of at least four (4) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: () _____ Fax: () _____

Project: _____

Dates of Service: _____ \$ Value: _____

Substitute Form W-9 Each person/organization doing business with the Commonwealth must provide the following information or be subject to backup withholding.

4 Provide a **general** description of goods/services to be sold to the Commonwealth: _____

* Indicates vendor may be eligible to receive a form 1099

E-mail Address	FAX No.
----------------	---------

Contact Person _____ Telephone No. _____

For information on VDMBE certification, visit their website at www.dmbv.virginia.gov or call them at 804-786-6585

Signature _____ Date _____

ATTACHMENT C

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% 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.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					