

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE**

**SEALED
REQUEST FOR PROPOSALS
RFP# 156: 91501-09**

Issue Date:	May 22, 2008 <u>Commodity Code:</u> 91501
Title:	Advertising Agency Services
<u>RFP Closing Date:</u>	June 10, 2009 @ 2:00 PM EST
Issuing Agency:	Virginia Department of State Police <u>Attn: Jennifer Nixon, Berkley Building</u> Property & Logistics Division, Purchasing Department 7700 Midlothian Turnpike Richmond, VA 23235
Pre-Proposal Conference:	No Pre-Proposal Conference
Period of Contract Performance:	<u>(1) year from Date of award, (renewable)</u>
Receipt of RFP's:	Sealed Proposals will be received until June 10, 2009 @ 2:00 PM (EST), for furnishing the goods/services described herein. Send or deliver proposals directly to <u>issuing agency's</u> address shown above. FAXED Proposals <u>are not</u> acceptable.
Information:	All inquiries for information should be directed to: Jennifer Nixon, Phone: (804) 674-2009 Fax: (804) 674-2697. Email: Jennifer.Nixon@vsp.virginia.gov
Terms and Conditions:	All attached Terms and Conditions shall apply to this Request for Proposal. Offerors are reminded to read and comply with <u>all</u> requirements of this solicitation.

CERTIFICATION:

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

Virginia Contractor's License Number: n/a

Class: _____ Specialty Code: _____
(If applicable)

Name and Complete Address of Firm: Date: _____

By: _____
(Original Signature in Blue or Red Ink)

Name: _____
(Please Print)

Title: _____

Phone #: () _ - _____

FEI/FIN No. _____

FAX #: () _ - _____

E-mail address: _____

Website: _____

Eva Registered: YES _____

NO _____

Size of Business (check one): [] Small [] Large

Minority-Owned *(check one): [] Yes [] No

Women-Owned * (check one): [] Yes [] No

*Must be Virginia Certified, for more information please contact DMBE.
<http://www.dmb.state.va.us/index.html>

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 because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment the *Code of Virginia*, § 2.2-4310, 4311.

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I. PURPOSE:

The purpose of this request for Proposals (RFP) is to solicit sealed proposals to establish a term contract with one qualified firm that can furnish counsel for and production of an advertising program to market and promote the Help Eliminate Auto Theft (H.E.A.T.) Program and the Insurance Fraud Program (IFP) throughout the Commonwealth of Virginia for the Department of State Police.

II. BACKGROUND:

- A. The H.E.A.T. Program was established March 1, 1992, pursuant to Virginia Code § 38.2-414, as a statewide program to receive and reward information leading to the arrest of persons who commit motor vehicle theft-related crimes in Virginia. The Program operates under the administrative supervision of the Superintendent of the Department of State Police and is built around a crime solvers type toll-free hotline (1-800-947-HEAT). Citizens are encouraged to call the H.E.A.T. Hotline when they learn about vehicle theft crimes. To reward callers, the H.E.A.T. Program offers Cash Rewards up to \$25,000 for information that leads to arrests. H.E.A.T. provides Virginia with a comprehensive approach to reduce the financial losses caused by vehicle theft related crimes with the ultimate goal of controlling vehicle insurance premiums. The Program's comprehensive approach includes initiatives to increase enforcement, recoveries, prevention and intelligence. Public awareness of Virginia's vehicle theft problem, vehicle theft prevention strategies and devices, the H.E.A.T. Hotline and Rewards are essential to Virginia's success in reducing vehicle theft crimes and in controlling the cost of vehicle insurance.
- B. The Insurance Fraud Program (IFP) of the Virginia State Police was established January 1, 1999, through legislation approved by the General Assembly. (Virginia Code Section 52-37). The IFP's mission is to address the growing crime of insurance fraud in Virginia through receiving reports of alleged insurance fraud from the insurance industry, law enforcement, and local citizens; by providing training opportunities for insurance fraud special agents, local law enforcement and the insurance industry; and by raising awareness about the implications and impact the crime of insurance fraud has on the Commonwealth. To accomplish this, the IFP operates a toll-free hotline, 1-800-62 FRAUD, and a website, www.StampoutFraud.com along with YouTube and Facebook social networking sites. In addition, a \$25,000 cash reward program for information leading to the arrest of individual(s) who commit insurance fraud in Virginia was established in 2003. Advertising and public relations promotions for the Stamp out Fraud hotline, website and reward program are essential to the success of the IFP.
- C. The estimated dollar value of the contract for each program is as follows;
 - 1. Services for the H.E.A.T. Program are needed within range of \$200,000 and not to exceed \$500,000 with a minimum of 15% allocated for informational/promotional give-away items. This dollar value is an estimate only and not guaranteed
 - 2. Services for the IFP are needed within a range of \$200,000 and not to exceed \$500,000 with a minimum of 15% allocated for informational/promotional give-away items. This dollar value is an estimate only and not guaranteed.

III. PREPROPOSAL CONFERENCE: There is no pre-proposal conference scheduled. All questions should be submitted to the Contract Officer.

IV. STATEMENT OF NEEDS:

- A. The Contractor shall provide expertise to create, produce, and market H.E.A.T. and IFP throughout the Commonwealth of Virginia through advertising, special events and promotions.
- B. The Contractor shall recommend marketing strategies, and produce high quality advertising materials designed to meet specific agreed upon objectives and provide the marketing research to support the contractor's recommended strategies.
- C. The Contractor shall recommend advertising schedules for newspapers, magazines, television, radio, and any other media deemed appropriate.
- D. The Contractor may employ qualified subcontractors only with the written consent of VSP. The Contractor shall place special emphasis on the use of small women or minority business suppliers per the Terms and Conditions. *See the Terms and Conditions for more information.*
- E. The Contractor shall develop a strategy to position both H.E.A.T. and IFP's promotions and advertising unique, different and eye catching for the public. The Contractor may bill at the hourly rate for these services and they must be deemed fair and reasonable to VSP. The Contractor must bill all promotional goods at their actual cost, no mark ups are permitted.
- F. The Contractor shall propose marketing and media strategy to expand promotional efforts over the entire state.
- G. The Contractor shall provide all the benefits of a recognized, full service advertising agency.
- H. The Contractor shall assign account management personnel to routinely work with H.E.A.T. and IFP personnel assigned to manage this contract. The contractor shall meet with H.E.A.T. and IFP personnel at least once monthly. At times these meetings may be required to take place weekly. Meetings shall take place at Virginia State Police administrative offices in Chesterfield County or at a location convenient and acceptable to H.E.A.T. and IFP personnel. The Contractor shall meet VSP within 48 hours after notification of meeting requirement. The Contractors office facility should be located within 2 hours or 120 miles of Richmond VA. The Contractor may not bill VSP any hourly rates or travel time or expenses for the meetings. The Contractor shall bear all costs associated with their attendance at the meetings.
- I. Authorization for the Placement of Advertising: The contractor shall not place H.E.A.T. or IFP advertising without the prior written approval of the Department of State Police. The contractor will be held solely liable for payment to the advertising medium for any advertising time and space which the contractor sells to H.E.A.T. or IFP and places with advertising media such as television, newspapers, and magazines. The Department of State Police will pay no media markup for the contractor and no interest or penalty for late payment by the contractor. The Contractor shall bill VSP the actual cost of media/advertising with no fees or markup permitted. After the advertising has run, the contractor shall promptly provide the Department of State Police, with the advertising

medium's affidavit showing that the advertisements were actually run and when they were run.

- J. In accordance with the *Virginia Public Procurement Act (VPPA)*, Ethics in Public Contracting, Article 6; 2.2-4367 through 2.2-4377 and with the Commonwealth's Terms and Conditions, under no circumstances shall the Contractor accept any kickbacks, commissions, etc. from any of its suppliers or subcontractors. This shall include any commissions offered by any media companies. Penalties for violations shall be according to the VPPA, State and Local Government Conflict of Interests Act and the Virginia Governmental Frauds Act. The Contractor must ensure they are obtaining high quality goods and services at the most reasonable cost for the Commonwealth's taxpayers. VSP may reject payment of any good or services not deemed reasonable.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, Offerors shall provide a complete response to this solicitation, to include the completed RFP documents, including any addendum acknowledgments. One (1) original and five (5) complete copies of the proposal should be submitted and must arrive before the due date and time at the issuing agency address shown on the first page of this solicitation. No other distribution of the proposal shall be made by the Offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed, in ink, 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.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in 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.

- d. 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.
 - e. 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.
 - f. 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.
3. **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 purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that VSP may properly evaluate your capabilities to provide the required services.

- 1) The return of the complete RFP and all addenda acknowledgements, if any, signed and filled out where required.
- 2) A complete written narrative statement and supporting information including, but not limited to, the following:
 - a. **Offeror Qualifications and Experience to include:**

- i. Experience in providing the services described herein to include your demonstrated success in similar systems; including the ability to plan, mitigate risks, to meet timelines and to complete the design, development, implementation and deployment of the project(s).
 - ii. Contact Information: Provide point of contact information including name, address, phone number, fax number and email address.
 - iii. Company Overview: Provide a brief company overview for the Vendor and each of the subcontractors.
 - iv. Documentation of financial stability.
- b. **Proposed Plans and Methodology to include;**
 - i. Your proposed solution for providing the goods and services to include operating parameters, illustrations and a listing of promotional goods & services available.
 - ii. Project Plan: Provide a project plan for implementation of the project to include begin dates.
- c. **References:** Offeror data sheet completed and included as an attachment to the RFP, and other specific items or data requested in the RFP. References should include projects where services comparable to this project. Reference Appendix A.
- d. **Pricing** –Submit Pricing Scenario.
- e. **Small Business Subcontracting Plan** – – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete and return Section XI.

VI. EVALUATION CRITERIA: Proposals shall be evaluated by the Virginia State Police using the following criteria.

	POINT VALUE
1. Qualifications, compliance, stability and past experience to include expertise of key personnel who will work on the H.E.A.T. and IFP account and the experience of the Offeror in providing marketing–advertising and promotional strategy to efficiently position the H.E.A.T. program and IFP uniquely apart from other similar law enforcement programs.	25
2. Proposed Solution and Methodology to provide the services per the Statement of Work; to also include the quality of RFP response with all required information submitted per the Specific Proposal Preparation and Submission Requirements.	25
3. References	10
4. Pricing	20
5. Small Business Subcontracting Plan – Section XI	20
Total	100

VII. AWARD: The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VIII. REPORTING AND DELIVERY INSTRUCTIONS: The contractor shall be required to provide the following documentation to the Contracting Office 60 days prior to the contract expiration date:

1. Annual purchase volume report showing each service or group of services listed by month and total actual monthly dollars spent on this contract.
2. Final Small Business Subcontracting Plan Involvement Report: If applicable, per Special Term and Conditions #19. The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with Virginia DMBE certified small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

IX. GENERAL TERMS AND CONDITIONS

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure 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."
- B. 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.
- C. 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 (VPPA)*. 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*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include 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.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from 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.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the 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.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR 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.

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

J. PAYMENT:

1. To Prime Contractor:

- a. 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).
- b. 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.
- c. 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.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. 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).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the 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.
- K. 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.
- L. 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.
- M. 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.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be

agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The 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:
 - a. By mutual agreement between the parties in writing; or
 - b. 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
 - c. 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.
- P. 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.
- Q. 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.
- R. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are

involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

S. 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.

T. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. NONDISCRIMINATION OF CONTRACTORS: An 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 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.

- V. 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 bidders or offerors must register in eVA; failure to register will result in the bid/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, and 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. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1 %, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Business: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- W. 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.
- X. SET-ASIDES. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.
- Y. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used.

X. SPECIAL TERMS AND CONDITIONS:

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Virginia Department of State Police will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Virginia Department of State Police has purchased or uses any of its products or services, and the contractor shall not include Virginia Department of State Police in any client list in advertising and promotional materials.
2. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any Offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Commonwealth deems desirable.
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.
4. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
5. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
6. PROPOSAL PRICES: Prices shall be in the form of a firm unit price for each item during the contract period. These prices shall include all charges applicable.
7. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
8. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
9. DELIVERY: State your earliest firm delivery or performance date: _____ 20____. This date may be a factor in making the award.

10. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
11. 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 and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Jennifer Nixon, Buyer Specialist

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

If a proposal not contained in a specially marked 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.

12. PROMPT PAYMENT DISCOUNTS: Agency will pay within 30 days after acceptance. A prompt payment discount offered for prompt payment of shorter calendar days will not be calculated in determining net low bid.

PROMPT PAYMENT _____ % within _____ calendar Days

13. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is 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.
14. REFERENCES: Offerors shall provide a list of at least 4 references where similar goods and/or services have been provided on Attachment A where indicated. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
15. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposed prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
16. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for one year, up to four (4) successive one-year periods under the terms and conditions of the original contract.

17. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- a. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on an annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on an annual basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

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

19. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract may result in eVA purchase orders with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) 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.state.va.us , 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 bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

XI. METHOD OF PAYMENT:

The Contractor shall submit *itemized* invoices for only those items and/or services ordered and received as acceptable to VSP. In addition, the Contractor must submit their suppliers invoice for any media advertising and/or goods purchased that VSP will be billed at cost for. The invoice shall be due for payment 30 days after the invoice is received or delivery of the goods, whichever occurs last. Invoices must include the purchase order number. Failure to do so may result in delay of payment or rejection of invoice. All invoices shall be forwarded directly to Virginia State Police, Attention: Accounts Payable Supervisor, P.O. Box 27472, Richmond, VA 23261-7472. Payment Options: VSP may pay by check, electronic funds transfer (EFT), or with the Commonwealth's authorized procurement (charge) card. Contractor should be able to accept the Commonwealth's Visa charge card for invoices under \$5,000 per transaction.

XII. 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 \$					

- XIII. PRICING SCENARIO/SCHEDULE FORMAT:** The Offeror shall submit the pricing scenario schedule in the following format with their proposal. All services provided should fall under one of these listed service titles however if additional services are provided, please submit pricing as an attachment.

Pricing offered shall be inclusive of all services per the Statement of needs. No extra charges permitted except Media Advertising and Promotional Items (goods) billed to VSP at actual costs. In the case of arithmetic errors, the unit hourly rate shall govern. Hourly rates should be billed in 15 minute increments. *Hours indicated are for evaluation purposes only and are not minimums, maximums or guaranteed. If the Offeror does not charge for a service indicated, please enter \$0.00 in that column. If the Offeror does not provide the service, please enter N/A in that column.

The Contractor agrees to supply the services requested at the following hourly prices;

Service Description	Unit Hourly Rate	x	Hours*	=	Total
CONSULTATION					
1. Marketing Planning/Strategic Consultation	\$	X	100	=	\$
2. Public Relations	\$	X	100	=	\$
ACCOUNT SERVICES					
3. Principal	\$	X	100	=	\$
4. Account Supervision	\$	X	100	=	\$
5. Account Management	\$	X	100	=	\$
6. Clerical	\$	X	100	=	\$
CREATIVE SERVICES					
7. Creative Direction	\$	X	100	=	\$
8. Concept Development	\$	X	100	=	\$
9. Art Direction / Design	\$	X	100	=	\$
10. Mechanical / Comp Preparation	\$	X	100	=	\$
11. Copywriting	\$	X	100	=	\$
12. Proofreading	\$	X	100	=	\$
13. Production / Traffic Management	\$	X	100	=	\$
INTERACTIVE SERVICES					
14. Web Development	\$	X	100	=	\$
15. Web Maintenance	\$	X	100	=	\$
MEDIA					
16. Media Planning/ Research	\$	X	100	=	\$
17. Media Buying / Placement	\$	X	100	=	\$
Grand Total					\$

Other pricing: Please provide any additional pricing and/or items that you may bill for as an attachment. Sample promotional goods/items and approximate costs should be submitted as an attachment to your response.

**ATTACHMENT A
CONTRACTOR DATA SHEET
To be completed by offeror**

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:

FIN or FEI Number: _____ If Company,
Corporation, or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or 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.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

6. Offeror name, address, phone number and state and date of incorporation. If not a corporation, state, the type of business organization, names and addresses of owners, address and phone Number of principal place of business, date business began and state in which organized.

7. Are you a subsidiary firm? Yes ____ No ____, If yes, then list the name the name and location of your present affiliation.

8. Total annual billings:

2004 _____	2007 _____
2005 _____	2008 _____
2006 _____	

9. The average annual billing of your accounts _____
Smallest Billing _____
Largest Billing _____

Where would "H.E.A.T and IFP of the Department of State Police run in billing size of your firm? _____

10. List your approximate percent of billing by category:

Newspaper _____	TV _____
Magazine _____	Outdoor _____
Radio _____	Collateral _____
Research _____	Other _____ (specify)

11. List your five largest accounts, the year acquired, and the percentage of total agency billings each represents:

12. List your total number of employees: _____
How many are in each of the following categories?

Creative _____
 Production _____
 Traffic _____
 Account Work _____
 Research _____
 Media _____
 Clerical/Bookkeeping _____
 Other _____

13. Name the key individuals who will work on our account and what percent of their time will be dedicated to us.

NAME	FUNCTION	% OF TIME
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Who in your firm's management will be most involved in our account?

15. In the average advertising plan for your clients, indicate by percentage the importance that you place on each of the following services. (Must add up to 100%)

A. Advertising Creativity	_____	%
Marketing Counsel	_____	%
Media Counsel	_____	%
Research Counsel	_____	%
Other	_____	%
B. Consumer Advertising	_____	%
Industrial Advertising	_____	%
Trade Advertising	_____	%
Sales Promotion	_____	%
Direct Marketing	_____	%
Public Relations	_____	%

16. Name and title of firm's official to who further communications should be directed.

Name _____	Title _____
() _____	
Phone Number _____	

I certify the accuracy of this information.

Signed _____ Title: _____

Date: _____