

REQUEST FOR PROPOSAL

195-BLW

Communications and Marketing Services

**There will be a Mandatory Pre-Proposal
Conference for this solicitation.**

**Offeror Registration: In order to receive an award
you must be a registered Offeror with VDOT and
eVA.**

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

REQUEST FOR PROPOSAL (RFP)

Issue Date: **November 21, 2008**

RFP# 195-BLW

Title: Communications and Marketing Services

Commodity Code: 91826

Issuing Agency:

Commonwealth of Virginia
Virginia Department of Transportation
Administrative Services Division
1401 East Broad Street
Richmond, VA 23219

Using Agency And/Or Location
Where Work Will Be Performed:

Virginia Agencies Under Secretary of Transportation

Initial Period Of Contract: From **February 16, 2009** Through **February 15, 2010** (***Renewable with Two(2) One (1) year successive periods**).

Sealed Proposals Will Be Received Until **2:00 P.M., December 16, 2008** For Furnishing The Goods/Services Described Herein.

All Inquiries For Information **SHOULD** Be Directed in writing, to: Brenda L. Williams, Contract Officer, via e-mail: brenda.williams@vdot.virginia.gov. No questions will be answered by phone or verbally. **All questions must be received on or before December 1, 2008.**

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

1201 East Broad Street, 1st Floor, Richmond, VA. 23219

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: _____

(type or print)

eVA ID NO. _____

Title _____

Phone: () _____

Fax: () _____

DUNS NO. _____

E-Mail _____

*** PREPROPOSAL CONFERENCE: See section VII. PRE-PROPOSAL CONFERENCE for complete conference details.**

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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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of advertising, marketing, research and public relations consulting services for the Virginia Department of Transportation for a period of one (1) year with two (2) one (1) year renewable terms). The qualified firm(s) will furnish counsel, produce and execute comprehensive marketing and communications programs in conjunction with the planned initiatives of the Virginia Department of Transportation, Office of Public Affairs. This contract may also be used by other agencies under Virginia's Secretary of Transportation.

II. BACKGROUND:

The VDOT Office of Public Affairs has developed a statewide strategic communications plan. The successful Offeror(s) will become part of the VDOT team in planning, developing and carrying out that strategic plan. This communications plan explains and promotes VDOT activities, project and programs. VDOT may use outside consultants to contribute to these activities in one or more of the following areas:

1. Project outreach/communications for major construction and maintenance work
2. Promotion for VDOT programs such as:
 - a. Highway safety outreach
 - b. 511 Virginia
 - c. HOV marketing
3. Media buying/advertising/branding development
4. New media development
5. Communications research

All of these are elements of VDOT's strategic communications efforts.

III. STATEMENT OF NEEDS:

Case History and Effective Campaign

This section must include the following two (2) items:

1. Document on a single page a case history that demonstrates your ability to provide some or all of the following contract services:
 1. Define, conduct and analyze appropriate marketing research.
 2. Develop and evaluate marketing goals and objectives.
 3. Identify and profile stakeholders and target audiences.
 4. Develop communications plans.

5. Implement communications strategies, including:
 - a. Advertising
 - b. Community and Public Relations Programs
 - c. Public and Stakeholder Involvement/Outreach Programs
 - d. Promotional and Special Event Activities
 - e. Target Market/Community Outreach Programs
 - f. Training Programs
 - g. Marketing Research
 - h. Media Buying
 - i. Web design, development and maintenance
 - j. New media development
6. Evaluate effectiveness of communications and implementation programs.
7. Design and produce effective promotional and support materials in a timely and efficient manner utilizing the internal VDOT resources, and external vendors when appropriate.
8. Recommend, negotiate and place media advertising in print and broadcast media within the program budget.
9. Employ qualified subcontractors if needed and place appropriate emphasis on the use of minority or small business suppliers.
10. Be able to function effectively within a “steering committee” and political environment.
11. Support Web design, development and maintenance activities.

III. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. **One (1) original, five (5)** full copies and **one (1)** redacted copy of each proposal must be submitted to the issuing agency. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: “Redacted”. The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. VDOT will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror. No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
 - a. 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.

- 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.
- 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. Proposal not to exceed a total of 50 pages excluding resumes and attachments. 8 ½" x 11 inch page, No font smaller than 12 point.
- 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.
- g. 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 the Virginia Department of Transportation may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. **LABEL (TAB 1 - #1 only)**
2. Offeror Data Sheet, included as **Attachment (D)** to the RFP, and other specific items or data requested in the RFP.
3. **A written narrative statement to include: LABEL (TAB 2 – a-f)**
 - a. Firm's experience in providing marketing, advertising and public relations services as described in (Statement of Needs)
 - b. Names, qualifications and experience of the firm and participating personnel to be assigned to the project to include in the area of comprehensive marketing and communications programs. Key areas of expertise include: knowledge and experience with comprehensive marketing and Communications programs, knowledge and experience in the specification and deployment of innovative comprehensive marketing and communications programs, understanding of comprehensive marketing and communications programs, experience working effectively with state, regional and local public agencies.
 - c. The expertise and quality demonstrated in the case study described below. in line 6 of this section.
 - d. Resumes of staff to be assigned to the project.
 - e. A description of how the addition of the VDOT program expenditures to the Offeror's current volume of business could be efficiently absorbed without overtaxing the Offeror's capabilities. It is recognized that a large portion of the expenditures may not be for the Contractor services but for the payment of media costs.
 - f. Provide a listing of all subcontractors that will initially participate in this program and their relevant experience with the Contractor (three) (3) pages maximum.

4. The primary (prime) Contractor must identify the name and telephone number for a contact person who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractors this proposal, to include, but not limited to, oral presentations, interviews and responses to clarifications, if any. **LABEL (TAB 3)**
5. Provide a list of at least **three (3) references** of corporations, agencies, organizations, or individuals for whom the Offeror has previously provided similar services two(2) pages maximum. References submitted must include: **LABEL (TAB 4)**
 1. Contact name and telephone number
 2. Organization names
 3. Time period of engagement
 4. Description of the services provided
 5. Project budget
6. Case History and Effective Campaign (This section must include the following two (2) items:
 1. Document on a single page a case history that demonstrates your ability to provide to the contractor services required in Section III (Statement of Needs). **LABEL (TAB 5)**
 2. Example of what you consider to be your most effective communications campaign to date very briefly describing: **LABEL (TAB 5)**
 1. Situation Analysis
 2. Formal and Informal Research Conducted
 3. Marketing Objectives and Strategy
 4. Program Budget
 5. Tactics Used In Advertising, Marketing and Public Relations
 6. Evaluation Methods and Results

VDOT may make such reasonable investigations as seem proper and necessary to determine the ability of the Offeror to perform the work. The Offeror shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Department further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VDOT that such Offeror improperly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

It is important that VDOT and the Contractor are able to meet frequently and easily. Video and telephone conferences are encouraged. Contractors are also encouraged to limit participation in meetings to only key staff involved with projects.

Although the marketing services required will be most frequently directed to urban markets, any resulting Contractor should have a depth of understanding and sensitivity to the attitudes of all Virginia markets.

7. Specific plans for providing the proposed services including: **LABEL (TAB 6 – a-c)**

- a. Provide an estimate of your firm's current workload and available resources. The firm should specifically address this issue with respect to the proposed key personnel for this engagement.

b. Approach

Describe, in detail, your proposed approach. Key points should, at a minimum, include:

- General description of proposed approach
- Services to be provided to whom and how
- Proposed public and private sector roles and responsibilities, especially as related to telecommunications and equipment
- Benefits to public sector agencies from your proposed approach

c. Technical Approach

Provide your proposed methodology for developing and executing a social marketing program for reducing highway fatalities by 100 by 2010. The program should select key audiences, establish goals and objectives, and establish a program to change driver behavior to reduce fatalities. This exercise is intended to be a low-cost demonstration of your agency's general knowledge of highway safety, approach to problem solving and program implementation.

This proposal will be evaluated with the understanding that you are without benefit of extensive background, research and information on the specific issues surrounding highway safety in Virginia.

8. Proposed Price. Indicate pricing in the pricing schedule, **Section XI (Attachment A)** of the RFP.

9. Small Business Subcontracting Plan Offeror

Offeror shall submit **Attachment B**, Small Business Subcontracting Plan and indicate its planned utilization of Department of Minority Business Enterprise (DMBE) certified small businesses under the resulting contract and Offeror's status as a DMBE certified small business in accordance with instructions of **Attachment B**.

10. Offeror shall submit **Attachment E**, Proprietary/Confidential Information Summary Form.

11. **General Capabilities Statement – LABEL (TAB 7 – 1-14)**

This section shall be no longer than **five (5)** pages and answer the following questions/items:

1. Date and state of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal of business, date business began and State in which organized. Please include qualification of the Offeror's team including company financial size, number and location of offices, number of personnel, length of time you have been in business providing this type of service and general areas of expertise. If you are a subsidiary firm, list the name and location of your parent affiliation.
2. Provide total annual billings for the past five (5) years.
3. Over the past five (5) years, please list the following:
 - Average annual billing
 - Smallest annual billing
 - Largest annual billing
4. Provide a description of similar services previously provided to other government entities or organizations and include how long the account lasted
5. List approximate percent of billings by media type including newspaper, radio, magazine, television, outdoor, internet, collateral, research, public relations, and other.
6. List your five (5) largest accounts, the year acquired and the percent of total agency billings each represents.
7. List what accounts have been added/lost over the past two (2) years
8. Indicate your total number of employees.
9. Name the key individuals who will work on this account and what percent of their time will be dedicated to us.
10. Who in your firm's management will be most involved in this account?
11. If you are awarded this business, do you plan to hire any new employees. If so, for which functions?

12. In the average advertising plan for your clients, indicate by percentage the importance placed on each of the following four (4) areas:

Service	% of Importance
Advertising Creativity	
Marketing Counsel	
Media Counsel	
Research Counsel	
	100%

13. Regarding your current client mix, indicate by percentage the amount that would be characterized in the following five (5) categories:

Service	% of Importance
Consumer Advertising	
Industrial Advertising	
Trade Advertising	
Sales Promotion	
Public Relations	
	100%

14. **Preferred Method of Compensation**

Provide the preferred method of compensation your firm would employ for this contract. No arrangement or method of payment can be based on cost plus a percentage of cost per §2.2-4331, Code of Virginia. Indicate how you would structure billing including the fully loaded hourly rates (to include direct and indirect costs) for the VDOT account in the following areas:

1. Account Service
2. Strategic Planning
3. Public Relations
4. Creative Direction
5. Art Direction
6. Traffic
7. Copy/Publication Writing
8. Production
9. Media Services
10. Research
11. Web design, development and maintenance.

Offerors shall provide the services required by VDOT at the compensation described herein during the term of the contract except as modified through negotiations.

IV. EVALUATION AND AWARD CRITERIA:

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by the Virginia Department of Transportation using the following criteria.

The Proposal Evaluation Team will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the Request for Proposals. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation. Weights for these criteria will be posted not later than the date/time set for receipt of proposals. Factors upon which proposals will be evaluated include:

EVALUATION CRITERIA	WEIGHTS
1. Experience and Qualifications of the Offeror in providing work of the general nature described in Section Statement of Needs	
2. The expertise and quality demonstrated in the case study (s) described in (Case History and Effective Campaign).	
3. Approach	
4. Experience and Qualifications of the personnel that will be assigned to the account	
5. Cost	
6. Participation of Small, Women-Owned and Minority Businesses	20

- B. **AWARD OF CONTRACT:**

AWARD TO MULTIPLE OFFERORS

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 reserves the right to make multiple awards as a result of this solicitation. 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.

V. REPORTING AND DELIVERY INSTRUCTIONS:

- A. “The contractor shall provide the following documentation to **(Keisha Walker, Advertising & Procurement Coordinator, Public Affairs)** for approval by the agency”
- B. “The contractor shall provide a (monthly) progress report outlining the following:”
 - 1. The specific accomplishments achieved during the reporting period.
 - 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - 3. The status and projected completion dates for the remaining specific tasks required by the contract.
- C. Deliverables: The Contractor will work with VDOT to develop a work plan and list of deliverables for the contract term.

The Contractor shall provide to the Department two (2) hard copies of all document deliverables. The Contractor shall also submit all document deliverables in electronic format using the latest version of Microsoft Office (Word, Excel, and PowerPoint). Final document deliverables shall be delivered on CD-ROM.

All documents developed under this project shall be first submitted in draft form. The Department shall have the opportunity to review and comment on these documents. The Contractor shall incorporate VDOT comments and reissue the document in final form. VDOT will review final versions of document deliverables and advise the Contractor when the document is approved.

D. Fixed Price Project Task Orders

All work associated with this project shall be conducted within an approved project task order. Project task orders will not be issued unless funding has been identified and available to do the work. Each task will have a written scope, budget, and authorization agreed to by the Contractor and the Department. Two (2) payment options will be available for project task orders. The payment method will be agreed to and documented within the project task order. The Contractor is fully expected to complete the scope of work within the agreed upon budget. The Contractor will not be compensated for unauthorized cost overruns, and future task assignments and/or the Department may not grant renewal periods.

E. Fixed Billable Rate Projects

Tasks that require the Contractor to provide a specific, identifiable deliverable will be eligible for fixed price payment. Examples of fixed price tasks will include specifically identified deliverables. The key to this form of payment will be clearly defining the scope of work within the project task order. The Contractor and VDOT should feel very comfortable with the level of effort expected and the end product. VDOT will require the Contractor to submit a specific cost proposal explaining the payment schedule and general labor expectations to justify the fixed price. Payments towards the fixed price may be milestone-based, as mutually negotiated by VDOT and the Contractor prior to issuance of the Project Task Order, and will be identified in the project task order.

F. **Project Schedule**

Where applicable, the Contractor shall develop a detailed task schedule. Once task activities have been defined, their relationships shall be identified, start and end dates set, and budget controls established. Certain tasks will be ongoing for the life of the project, but milestones will be agreed upon at task initiation. Other tasks will have specific completion dates and deliverables. Each task identified in the schedule will be identified as part of the project task order. The schedule shall include delivery dates for all products as well as scheduled meetings and reviews. The schedule shall include anticipated involvement of agency personnel or representatives where agency input impacts the schedule (i.e. agency document approval.).

G. **Progress Reports**

The Contractor shall prepare and submit to VDOT on a monthly basis a Progress Report in MS Word format, as approved by VDOT. These progress reports shall be submitted with the Contractor's monthly invoices. The progress reports shall include total authorized funds and expended funds to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

H. **Meetings and Reviews**

To keep VDOT informed of the project status and to gain their input to the project, the Contractor shall organize review meetings, prepare agenda, and conduct meetings monthly or as otherwise determined by the VDOT Representative. The purpose of these meetings is to discuss progress of the work in terms of schedule and budget, to discuss any technical issues that arise, and to discuss comments on deliverables.

I. **Project Records and Files**

The Contractor shall maintain the project records and files for the specific project. Project records shall include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables

All project records are to be considered the property of VDOT and shall be made available to VDOT staff, on or off premises, for review and audit. Upon completion of the contract, all project records and files shall be delivered to VDOT.

J. **Contractor Representative**

The Contractor shall provide VDOT Representative with the name, phone numbers and pager numbers of necessary Key Personnel on this project. When contacted by the Department, the Contractor shall respond to the VDOT Representative or his designee within the agreed upon timeframes.

K. "Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to Keisha Walker."

1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.

2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- L. At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to (Keisha Walker). The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.”
- M. On or before the date specified in the contract, a final report shall be delivered to (Keisha Walker) for its approval. The contractor shall furnish three (3) copies of the final report.”
- N. The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency.
- O. NOTE: The requirement to provide a report or other deliverable may be mandatory; however, the specific content of the report, format, etc. may be negotiable. Language which can be used may be, “The contractor shall provide a monthly progress report to (Keisha Walker).
- P. See 3.10 h. of the APSPM outlining requirements for a Small Business Subcontracting Plan in solicitations where the prime contract is in excess of \$100,000. Prime contractors are required to complete Annex 7-G which should be attached to the RFP solicitation. For competitive negotiation, the Small Business Subcontracting Plan shall be used as one of the evaluation criteria. A DMBE-certified small business who serves as prime contractor will receive full credit for subcontracting for work performed by such prime. See Appendix B, Section II, 36 for the special term and condition that may be included in RFPs requiring the contractor to provide evidence of compliance with this requirement. Receipt of a small business subcontracting plan may be a condition of the award and if so, a requirement for a report from the prime contractor must be stated in the solicitation indicating the frequency of the report required in the contract.

VII. PRE-PROPOSAL CONFERENCE:

A. MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be at 9:30 A.M., December 4, 2008 at the 1st floor auditorium, 1221 East Broad Street, Richmond, Virginia 23219. 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.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting a proposal**. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after **(9:30 A.M.)**.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. 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 bids, bidders 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 bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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 bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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 IFBs:**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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 BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested.

The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder 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
 - b. 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. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders 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. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder 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 bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages 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.)
- U. **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.
- V. **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.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, 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 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.

- X. **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 must register in eVA; failure to register will result in the bid 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. 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 Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Y. **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.

Z. **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.

IX. **SPECIAL TERMS AND CONDITIONS:**

1. **ACCEPTANCE PERIOD- PROPOSAL ACCEPTANCE PERIOD**

The proposal shall be binding upon the Offeror for one hundred-twenty (120) days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by VDOT to provide status information during the selection process.

2. **ADDITIONAL INFORMATION**

VDOT reserves the right to ask any Offeror to submit information missing from its proposal, to clarify, and to submit additional information which VDOT deems desirable, and does not affect quality, quantity, price or delivery.

3. **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 Transportation**) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

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. **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.

6. **AWARD TO OTHER THAN THE HIGHEST RANKING OFFEROR(S)**

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(s) which, in its opinion, has made the best proposal(s) and shall award the contract to that offeror; however, the contract may be awarded to a reasonably ranked DMBE-certified small business offeror(s), that is other than the highest ranking offeror(s).

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.

7. **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.

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. **CONTRACTOR IDENTIFICATION CARDS**

The Offeror, the Offeror's supervisors and employees shall carry a valid government issued picture identification card on them at all times when working on VDOT right of way or VDOT facilities and/or grounds.

10. **DAMAGE CLAIMS**

The Offeror shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to VDOT under this contract will be referred to the Offeror for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract. In the event an allegation of discrimination is made by any person against either or both parties to this contract, the parties will cooperate with one another and conduct a joint investigation on behalf of their respective principals, with each party making available their supervisory personnel to each other.

Such investigation may include interviews with appropriate project on-site management/supervisor or other personnel deemed relevant to the investigation. Any investigation report, however, will be prepared by each party independent of the other.

11. **DELAYS IN AWARD**

Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

12. **EXTRA CHARGES NOT ALLOWED**

The price shall be ready for the Commonwealth's use, and shall include all applicable charges; extra charges will not be allowed.

13. **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
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer _____

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.

14. **INVOICES**

The Contractor will direct invoices to: **VDOT – Office of Public Affairs – 1401 East Broad Street, Richmond, Virginia 23219 – Attention: Keisha Walker** for all invoices for services ordered, delivered and accepted by VDOT. All invoices shall show the contract number and/or purchase order number, itemization of the Contractor's bill rate.

15. **MANNER OF CONDUCTING WORK AT JOB SITE:**

All work shall be performed according to the standard of industry and to the complete satisfaction of VDOT.

- A. Personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of VDOT and shall possess any required licenses, certifications, and qualifications.
- B. The Contractor shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of VDOT.
- C. Sexual Harassment of any employee, VDOT or Offeror, will not be tolerated and is to be reported immediately to the VDOT Representative.

All work to be conducted by the Contractor in any facility shall be coordinated in advance with the VDOT Project Manager. The Contractor shall coordinate his/her work efforts with (if applicable) other existing Contractor/agency work efforts through the VDOT Project Manager.

16. **MINORS ON WORK SITE**

No minors (under 18 years of age) will be allowed on the VDOT work site on which this contract will be performed except those employed by the Offeror as allowed by the Child Labor Laws of the United States and Child Labor Laws of the Commonwealth of Virginia.

17. **OFFEROR'S CONTRACTOR'S RESPONSIBILITIES**

The Offeror shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the offeror. The Offeror agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by it as it is for the acts and omissions of its own employees.

18. **PROSECUTION OF WORK**

During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Offeror to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition reason deemed to be in the public interest.

19. **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.

20. **QUALIFICATIONS OF OFFERORS**

VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Offeror shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy VDOT that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

21. **SPECIAL DISCOUNTS**

(A) During the contract period, if the Offeror offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to VDOT under this contract. (B) The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Offeror's customers generally.

22. **TERM OF CONTRACT**

The initial term or period of the contract shall be for a two years (24 months) period **starting from the date of the award.**

23. **RENEWAL OF CONTRACT**

This contract may be renewed by the Commonwealth for (two)/(successive one year periods) under the terms and conditions of the original contract except as stated in B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

A. Prices shall remain fixed during the original term of the contract period. Price increases will only be considered at time of renewal as stated above.

- B. If VDOT elects to exercise the option to renew the contract, prices may be increased/decreased by no more than the percentage increase/decrease of the **Services** Category of the CPI-W section, **Table 4** of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

24. **SMALL BUSINESS SUBCONTRACTING PLAN 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 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 a **Quarterly** 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 a **Quarterly** 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.

25. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in **multiple** purchase order(s) 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.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 email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

26. **RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:**

Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Inspector General, make a written request to the Inspector General of the Virginia Department of Transportation: invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation. In no event shall the Virginia Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

27. **SAFETY AND HEALTH STANDARDS:**

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Offeror and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act. The Offeror shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia and the duties imposed under Section 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Offeror shall be immediately abated.

Additionally at a minimum, all Offeror personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls.

Safety vests shall be worn by all exposed to vehicular traffic and construction equipment.

28. **TERMINATION OF CONTRACT**

If the Offeror fails to provide quality services in a professional manner and in accordance with applicable laws, regulation or bid provisions, solely as determined by CBTF, and does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed in written form to by both parties) CBTF reserves the right to terminate the contract by giving written notice to the Offeror.

If VDOT no longer requires the Offeror's services, CBTF may cancel the contract any time by providing the Offeror a 60 day written notice. Notice from the Administrative Services Division will give termination. Upon termination VDOT may procure the services from another offeror in accordance with the terms of **Paragraph P, General Terms and Conditions**.

29. **VEHICLE REQUIREMENTS**

All offeror vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Offeror's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way. The offeror shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.

X. METHOD OF PAYMENT

Payments will be made within 30 days after receipt of properly presented invoice and acceptance of completed work. Invoices will be submitted to Keisha Walker, Public Affairs Division, 1401 E. Broad Street, Room 302 Richmond, Virginia 23219, (804)786-2836. The contract shall be paid based on invoice(s) submitted for services and approved by VDOT.

1. Milestone payment shall be made for each deliverable per agreement between VDOT and Contractor.
2. The Contractor will submit invoices by the 10th of the month following the month a deliverable was approved by VDOT. Invoices will be addressed to the appropriate VDOT personnel.
3. Payment will be made within 30 days after acceptance of a deliverable and receipt of valid invoice. This invoice must refer to the Purchase Order and contract numbers for all products and/or services (issued first by VDOT) to be valid.

XI. PRICING SCHEDULE

See Attachment A. Prices to be based on the Fully Loaded Hourly Rate (FLHR)

XII. ATTACHMENTS

ATTACHMENT A

Pricing Schedule

Offerors shall include in their proposals a pricing schedule. Offerors shall include a description of all costs they consider NOT to be within these fully loaded hourly rates. VDOT will not compensate the Contractor for any cost other than the fully loaded hourly rates unless such a cost is clearly identified. Reimbursement for travel costs shall as mutually agreed upon between the designated/authorized Transportation Secretariat official. The current VDOT Travel Policy shall be applicable for all travel cost reimbursements for specific VDOT specific projects.

Changes to the fully loaded hourly rates or any other price may only occur annually on the anniversary of contract execution. VDOT prefers that increases be in accordance with Table 4, CPI-W Services Category for the most recent twelve-month period. The actual rate of increase is subject to negotiation.

The estimated level of effort for each project will be determined as the Contractor develops a detailed work plan. The detailed work plan and estimate must be accepted by VDOT before performing any work on a given project. The Contractor shall strictly adhere to mutually agreed upon levels of effort and costs. The Offeror and VDOT are expected to negotiate the projects, the time frames for each project and the manner in which payments will be made.

The Department will take an objective approach when evaluating Offeror's Rate Schedules. VDOT have selected labor categories and assigned estimated hours to these categories. Offerors should carefully consider the scope of work and system description identified in this RFP when completing the following Rate Schedules. At a minimum, Offerors must provide rates for the listed labor categories. Offerors are encouraged to add labor categories to the list should they anticipate work requiring a different skill set.

ATTACHMENT A

Pricing Schedule Continued

The pricing schedule shall include a table showing the job position and fully loaded hourly rates for every labor category proposed for this Contract. At a minimum, this list must include the following labor categories:

For each category, provide the Proposed Fully-Loaded Hourly Rate (FLHR)

Based on a task order project of 200 estimated hours

<u>Category</u>	<u>Approximate Hours</u>	<u>Proposed FLHR \$</u>	<u>Total</u>
Account Service	50		
Strategic Planning	10		
Public Relations	20		
Creative Direction	15		
Art Direction	10		
Web Development	20		
Copy/Publications Writing	20		
Production	25		
Media Services	15		
Research	15		

TOTAL \$ _____

ADDITIONAL CATEGORIES MAY BE ADDED TO THE TABLE

ATTACHMENT B
SMALL BUSINESS SUBCONTRACTING PLAN



Failure to complete, sign and return Section A or B of this Attachment as per the Special Terms and Conditions of this solicitation MAY result in your proposal being rejected

If you have any questions contact Brenda L. Williams at brenda.williams@vdot.virginia.gov for assistance.

SPECIAL NOTICE TO OFFEROR

This solicitation contains a Small Business Participation Plan, **Attachment B**, as explained in **Section 24** of the Special Terms and Conditions. **This must be completed by all Offerors.** Subcontractors included in section B of the Small Business Participation Plan must be certified as a small business by the Department of Minority Business Enterprise (DMBE) prior to the opening of this solicitation to be considered.

ATTACHMENT B CONTINUED
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.
- C. 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: _____

Attachment B CONTINUED

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 \$					

ATTACHMENT C

COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION INSTRUCTIONS FOR SWaM COMPLIANCE REPORT (Form ASD-63)

The Prime Contractor is required to submit a SWaM Compliance Report to the contract administrator on payments made to all subcontractors as specified in Small Business Subcontracting Plan in the Special Terms & Condition to include Small, Women-owned and Minority-owned Business Enterprises (SWaM) certified by DMBE and non- SWaM businesses for the designated quarterly reporting period if required. All amounts paid to certified SWaM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of SWaM payments in response to the small business plan provided in the solicitation for this contract.

The instructions below correspond to each item on the report. Please follow the instructions.

1. **Contractor/ Tax I.D. No.** enter the complete name of the prime contractor and their federal tax identification number.
- 1a. **Contract Name** indicate the name of the contract as it appears on contract documents
- 1b. **District** indicate the VDOT responsible district where the contract is being performed. See list of districts in these instructions
- 1c. **Contract No.** provide contract number
2. **Period Ending** indicate the reporting period based on the Reporting Schedule listed in these instructions
3. **Subcontractor/Vendor Telephone Number and Certification Number** enter the names of all subcontractors and suppliers that participate on this contract whether SWaM or not if required. For SWaM vendors please provide the certification number provided by the Virginia Department of Minority Business Enterprise (DMBE)
4. **Tax I.D. No.** insert the tax identification number of the vendor that appears in the preceding column
5. **SWaM Category S,W,M, None** indicate the SWaM status of each vendor identified as a subcontractor or vendor. This number is issued by DMBE and can be located on their website at www.dmbv.virginia.gov.
6. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
7. **Subcontractor Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above \$100,000 and non-SWaM vendors for contracts valued at or above \$200,000.
- 7a. **This Quarter** indicate the amount paid to each subcontractor per reporting period. If no payments were made during this period enter \$0.
- 7b. **Year to Date** summarizes all payments made to the vendor to date.
8. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subcontractor

Effective October 5, 2007 all Form ASD-63's for a particular reporting period shall be submitted preferably in an electronic format to the contract administrator or responsible district personnel by the dates of each calendar year.

REPORTING SCHEDULE

QUARTER	REPORTING PERIOD	DATE DUE TO CONTRACT ADMINISTRATOR
1 st	July 1 – September 30	Five(5) working days after the reporting period
2 nd	October 1 – December 31	Five(5) working days after the reporting period
3 rd	January 1 - March 31	Five(5) working days after the reporting period
4 th	April 1 – June 30	Five(5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT contract administrator or responsible district personnel on the following business day.

DISTRICTS

Central Office	Hampton Roads
Bristol	Fredericksburg
Salem	Culpeper
Lynchburg	Staunton
Richmond	NOVA
Statewide	

ATTACHMENT C Continued

SWaM COMPLIANCE REPORT

(1) Contractor/Tax I.D. No. _____

Page _____ of _____

(1a) Contract Name _____

(1c) Contract No. _____

(2) Period Ending _____

(1b) District _____

(3) Subcontractor/ Vendor Tele No., Certification No.	(4) Tax I.D. No.	(5) SWaM Category S, W, M, None	(6) Sub- Contract Amount	(7) Subcontractor Payment		(8) Type of Work or Commodity
				(7a) This Quarter	(7b) To Date	

All amounts paid to subcontractors/vendors are to be reported and submitted by VDOT's quarterly submittal schedule. See instructions

I/We under penalty of law that the information provided herein is accurate, current and complete to the best of my/our knowledge.

Signature and Title of Company Official _____

Date _____

Print Name and Phone No. of Individual Completing Report _____

ATTACHMENT D

OFFEROR'S DATA SHEET

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service. _____
Years _____ Months
3. **REFERENCES:** Indicate either below or by attachment a listing of at least three (3) clients that your firm has provided the products and/or services described in the proposal. Include the dates service was furnished, and the name, address, email address, telephone and fax number of the person the purchasing agency has your permission to contact. A narrative statement should be provided for each reference, describing the scope, size and type of service provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

CLIENT'S NAME AND ADDRESS	BEGIN & END DATES OF SERVICE	NARRATIVE STATEMENT	PERSON TO CONTACT AND TELEPHONE, FAX NUMBER AND EMAIL

4. Is your firm currently registered as an eVA vendor? ___No ___Yes Registration is a requirement to receive an award.
5. Is your firm a faith-based organization? ___No ___Yes

ATTACHMENT E

PROPRIETARY/CONFIDENTIAL INFORMATION SUMMARY FORM

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F.

Revised 10-9-08

Administrative Services
Procurement Section
Communications and Marketing
RFP # 195-BLW

