

REQUEST FOR PROPOSAL

113-FH

**Sign Shop Operations COTS System Software
Implementation**

Closing Date and Time: 04/17/2009 @ 2:00PM

**There will be an optional 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: March 18, 2009

RFP# 113-FH

Title: Sign Shop Operations COTS System Software Implementation

Commodity Code: 20810

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:

Central VDOT Sign Shop (CVSS)
2430 Pine Forest Rd
Colonial Heights, VA 23834

Initial Period Of Contract: Three (3) years with the effective date to be determined at time of award. (Renewable).

Sealed Proposals Will Be Received Until **2:00 PM on April 17, 2009** For Furnishing The Goods/Services Described Herein.

All Inquiries For Information **SHOULD** Be Directed in writing, to: **Frederick Haasch**, Contract Officer, via e-mail: **frederick.haasch@vdot.virginia.gov**. No questions will be answered by phone or verbally. **All questions must be received on or before March 25, 2009 EDT.**

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

<u>1201 EAST BROAD STREET; RICHMOND, VA 23219</u>	<u>Hospital Building;</u>	<u>1st Floor</u>	<u>Bid Tab</u>
Street Address	Building	Floor	Room No.

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.

* Virginia Contractor License No. _____
Class: _____ Specialty Codes: _____

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 VIII. 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 a software package including maintenance and support that automates the Central VDOT Sign Shop (CVSS) by the Virginia Department of Transportation (VDOT) and provides:

- a commercial off-the-shelf (COTS) software package that automates CVSS
 - production scheduling
 - ordering
 - inventory operations, audit and control
 - product costing and pricing
- IT systems support compatible with Virginia Information Technology Administration (VITA)
 - on-site installation
 - configuration
 - servers and hardware
 - software and hardware maintenance
 - troubleshooting
- Estimates for additional software services including
 - training
 - software upgrades
 - other systems functionality as needed.

II. BACKGROUND:

VDOT implemented centralized sign production and procurement in 2008. For many years, eight VDOT sign shops produced signs locally across the state. VDOT consolidated the eight shops into one high volume facility at CVSS located in Chesterfield County, Virginia, within the complex of the Richmond District Office on Pine Forest Drive. CVSS either produces or procures almost all of VDOT's signs¹, as well as some signs for sale to non-VDOT customers. In 2007 VDOT and outside customers purchased 100,000 signs from VDOT sign shops, while additional signs were manufactured for inventory reserve. Sign orders include various sizes and materials.

CVSS receives sign orders via regular mail, interoffice mail, e-mail, fax, walk-in, telephone orders or transmittal through a custom VDOT inventory system (IMS). Each order undergoes a regimented, largely manual process to enter the CVSS production queue via a work order. In addition to production scheduling, most CVSS operations are driven by manual processes (hand written, verbal, or instruction via a white board) absorbing administrative and managerial staff time and resources. Examples of operations completed manually include:

- setting inventory reorder points
- deciding the quantity of materials from vendors
- deciding the quantity of finished or semi-finished products from a sub-contractor
- recording production data such as raw materials used or time spent per job
- keying records (accounting or inventory)
- managing customer orders
- assigning daily work
- scheduling equipment service or repair

Currently, VDOT customer ordering and inventory are electronically integrated only at certain coordination points with financial systems. Customer ordering, inventory, product costing and product pricing are not integrated.

III. DEFINITIONS:

For the purpose of clarification, each firm submitting a response to this Request for Proposals is referred to as an "Offeror" and the Offeror awarded the contract to supply services is referred to as a "Supplier" or "Contractor". The

¹ VDOT Interstate Directional Sign Program (IDSP) signs are not procured or produced by CVSS.

term “Department” refers to the Virginia Department of Transportation (VDOT) and the VDOT Project Manager (PM) refers to the Project Management Team as appointed by VDOT. This document states the instructions for submitting proposals, descriptions of related task orders and services that may be executed, the procedure and criteria by which a contract may be awarded and the contractual terms which shall exclusively govern the contract between VDOT and the Contractor.

A. Acceptance

Acceptance shall take the form of successful delivery or completed and successful Acceptance testing in conformance with the Requirements as determined by VDOT in the applicable order.

B. Agent

Any third party independent agent of Agency(VDOT).

C. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Deliverable

The tangible embodiment of the Software and Services, including the development or creation of Work Product, performed or provided by Supplier as identified in the applicable Statement of Needs, including all required written documentation and reports.

F. Documentation

Those materials detailing the information and instructions needed in order to allow VDOT and its Agents to install, implement, and make productive use of the Software.

G. Electronic Self-Help

Any use of electronic means to exercise Supplier’s license termination rights, if available pursuant to the Software License section of this contract, upon breach or cancellation, termination or expiration of this contract or any order issued hereunder.

H. Maintenance Period

The term during which Maintenance is to be provided for a unit of Software.

I. Maintenance Services (or Maintenance)

Those Services, preventive and remedial, provided by Supplier at VDOT’s request in order to ensure continued operation of the Software. Maintenance Services shall include support services.

J. Party

Supplier or Agency(VDOT).

K. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the product described in the RFP and such other parameters, characteristics, or other standards for the product that may be agreed upon in writing by VDOT and Supplier. Any work performed or service provided, including installation, Software configuration, maintenance, support and training, or the provision of any Deliverable provided to VDOT by Supplier under this Contract. Service includes the discovery, creation, or development of Work Product, if any.

L. Software

The programs and code, and any subsequent releases, provided by Supplier under this contract as described on Supplier’s U.S. and International price lists in effect at time of order placement.

M. Software Publisher

The licensor of the Software provided by Supplier under this contract.

N. Statement of Work

Any document in substantially the form of the RFP (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, for which Supplier shall be providing Services to VDOT), which shall be deemed a part of this Contract.

O. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia, pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

P. Warranty Period

The two (2) year period following Acceptance of the Software.

Q. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and VDOT in the performance of this Contract. Work Product shall not include configuration of software. Normally, anything paid for by the Commonwealth of Virginia (COVA) belongs to COVA.

IV. STATEMENT OF NEEDS:

A. Overview of Project Requirements

1. VDOT needs a qualified firm(s) to partner with in its mission of managing the Central VDOT Sign Shop (CVSS). The selected Offeror shall provide competent, experienced, properly trained and certified staff to perform the work and all software implementation services, documentation, and training to assist VDOT by supplying a COTS Sign Ordering, Fabrication, Production, and Inventory Software package, and including maintenance and support Software Engineering Services and IT Hardware. It may be necessary to add / subtract and modify the project requirements as further needs are identified.

2. The Contractor shall provide an integrated software product and related support and maintenance for the product to operate aspects of CVSS traffic sign:

- production scheduling
- customer ordering
- inventory operations, audit and control
- product costing and pricing

The software product shall include a secure system available 24/7 from a web based connection and accessed from VITA supported computers, servers, and any related VDOT equipment. VDOT will retain ownership of the data entered. VDOT staff will access the data on a real time basis and will export data files from the software into Microsoft office compatible and VITA supported compatible software readable formats. Estimates of the cost of on-site training, future system enhancements and upgrades should be included in the bid response.

The software package will be a standard off the shelf package, adapted for use at CVSS where appropriate. The software package should include the capability for VDOT customers to order signs through the internet from a web page and to submit those orders from any location in Virginia. The home page with the customer interface for placing orders should include the capacity to display product information as well as providing links to the three main sign databases: Federal Highway Association (FHWA) signs, Virginia (VA) signs and VDOT Custom Signs. The web page should store order forms and coordinate electronic ordering with production scheduling.

For the duration of the contract, any data collected by the software and stored in the software or hardware storage space is proprietary to VDOT, and does not belong to the software vendor. Examples of such data are customer orders, sales data, graphics layouts or employee records. VDOT data records produced from day to day VDOT operations belong to VDOT, and will be transferred to VDOT in a Microsoft office compatible (Excel, Word, or Access) or other standard software product file format (ascii) at the conclusion of the contract with the vendor. For the duration of the contract, VDOT shall have unlimited access to its own data without additional costs.

3. The software product will automate CVSS functions now executed manually. The details of those functions have been provided in the **Attachment E**, Appendices A-G. Each appendix lists the functions under an operational category:

Appendix	Operational Category
A	Ordering
B	Production Scheduling
C	Inventory Operations, Audit and Control
D	Product Costing and Pricing
E	Shipping and Invoicing
F	Reports & Queries
G	Software and Hardware

4. The Offeror shall prepare an implementation plan that documents how the business and technical requirements will be met. This implementation plan should describe each component of the system to be supplied or configured including data tables, screens, and interfaces. It should identify the source(s) of information to be used for each component of the system.

5. The successful Offeror should designate a project manager to be the primary point of contact for all issues pertaining to the scope and schedule. Project management certification is strongly preferred. The successful Offeror may also designate a second technical point of contact for all issues pertaining to requirements, configuration, testing and training. At VDOT's sole written discretion, one local Richmond, Virginia phone number for the Contractor's contacts may be accepted in lieu of a single toll-free telephone number as provided by the successful Offeror. Services shall be provided from 8:00 AM to 5:00 PM ET Monday through Friday or as otherwise mutually agreed.

B. Software and Documentation

1. The Contractor shall provide all licenses for the software be transferred to the Department. The Department shall own all licenses to software. This includes all original media, documentation, warranties, and licenses for third party off-the-shelf software acquired in conjunction with this project. This shall also include applications software, and developmental software used in developing custom applications and those software packages required for the deployment of finished end user software and an operations manual and a description of system architecture requirements sufficiently detailed that any appropriately trained employee of VDOT CVSS may reconstruct the configuration of the Software.

2. The Offeror shall specify the annual fee for maintenance support and upgrades, continued service and licenses. The entire installation shall be covered by manufacturer's warranties. The period of the warranties should not be less than two (2) years from the date of successful conclusion of the final acceptance test. Additionally, the Offeror shall provide free upgrades to the software when approved, tested and published during the warranty period.

C. System Configuration, Installation and Testing

1. The Contractor should develop a test plan customized for this application to ensure, at a minimum, successful data conversion, application configuration, interface functionality from the source applications, any customized functionality, and reports module functionality.

2. The Contractor should work with and advise the VDOT Project Manager on development of a database sizing estimate and a system backup and recovery plan.

3. The Contractor shall perform system configuration and development necessary to meet the business and technical requirements, including creation of the database, population of all code and parameter tables, implementation of VDOT's decision trees, performance and cost models, configuration or creation of user interfaces and reports, and development of system interfaces and web services.

4. The Contractor should assist with the User Acceptance Testing process so that they are able to respond to questions and issues that arise.

D. Data Conversion and Loading

1. The Contractor should conduct a review of the current data, and assess its integrity.
2. The Contractor shall work with the VDOT Project Team to develop and document data validation rules to be utilized to determine which data records are to be rejected, and which are to be tagged as needing review.
3. The Contractor shall develop a detailed database conversion plan which shall document transformations to be utilized to convert data from the existing formats to the target formats.
4. The Contractor should conduct testing and analysis to verify that the data were properly loaded. This analysis should include comparison of system with the existing (pre-conversion) systems.
5. The Contractor shall provide a report of the data conversion results, including the number of records successfully converted, the number of records rejected and the reasons for rejection, steps taken to fix rejected records so that they could be successfully entered, and other data conversion or loading issues encountered.
6. The Contractor shall provide VDOT with documented copies of conversion scripts that were developed as part of this effort.

E. System Interfaces

1. The Contractor shall develop a detailed plan outlining the development and scheduled implementation of each specific interface as outlined in the Software Requirements and **Attachment E**. The VDOT Project Manager has final approval of the implementation plan. Upon review, any changes will be recommended and approval made after changes are implemented. A project schedule will show the timeline for this plan to be completed
2. Upon approval of this plan, the Contractor shall develop and test each interface.

F. Software Support Services

1. Support during the three (3) year contract period should include:
 - a. responses to user questions about how to perform specific tasks
 - b. correction of defects.

Prior to formal acceptance of the software, support during the contract period should also include minor enhancements including essential features of the software required to load and analyze data, functionality, and post installation to address user requests. For purposes of cost estimation, Offerors should assume that minor enhancements are changes that require less than eighty (80) hours (per enhancement) to deliver, and should include in their proposals an upper limit on the number of hours that they will allocate to minor enhancements during the contract period.

2. Contractor shall provide technical support between 8 AM and 5 PM ET, Monday through Friday, or as otherwise mutually agreed. The Contractor shall respond to all technical support requests within four (4) hours from the time of notification. If a software malfunction cannot be resolved within sixteen (16) working hours, the Contractor shall provide on-site assistance, if deemed necessary, at the Contractor's expense.
3. All user support requests will be directed to the VDOT Project Manager who should log and prioritize each support request.
4. Contractor shall document the actions taken to resolve the reported issues, and the time and date the issues were resolved. VDOT reserves the right to request and set deadlines for summaries and detailed reports regarding the support and maintenance services provided under this contract.

G. Contractor's Qualifications/Responsibilities

1. Contractor shall ensure that all personnel performing services under this contract are competent, experienced, properly trained and qualified for work of this type to the satisfaction of VDOT, and shall possess licenses and certifications as required.
2. VDOT shall have the option of approving Offeror's staff/team selected.

3. Contractor shall assign an individual as the project manager/Contractor's Representative who shall have the authority to execute associated contract work. The individual's name and phone number shall be provided to VDOT in the Offeror's proposal or within ten (10) days following contract award.

H. Training

1. Training will include all features of the system and all training material shall be specific to VDOT system configurations and approved by VDOT. The training environment shall closely mimic the production environment with hands-on practice in the system.

2. Contractor shall provide personnel sufficiently experienced and qualified to conduct such training. Contractor's trainers shall be approved by VDOT.

3. A detailed training plan and schedule shall be provided by the Contractor and approved by VDOT.

4. The Offeror shall propose the level of training needed for each user group (Customers, CVSS employees, VDOT IT).

5. User training shall be conducted at the CVSS or within the Richmond District Complex or other mutually agreed location.

6. User's manuals shall contain detailed instructions on how to operate and execute all functions of the system. VDOT shall, at its sole discretion, approve the use of User Manuals and Administrator guides/manuals in advance of their distribution. Contractor must provide copies of all training materials and user documentation for each person attending training. The cost of reproducing all materials is the responsibility of the Contractor.

7. VDOT shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. VDOT shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in Agency document or platform. VDOT shall continue to include Contractor's copyright notice.

8. Neither the Contractor nor VDOT shall cancel or postpone a training session with less than a two-business-day notice unless otherwise mutually agreed. Only the designated "technical point of contact" for the Contractor or VDOT Project Manager is authorized to cancel a training session. In some cases, a training session may need to be cancelled by VDOT with less than two (2) days notice as a result of staffing needs for weather related emergencies. Contractor will be reimbursed at the state per diem rate for actual expenses incurred should this situation occur.

V. 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, three **(3)** full copies and one (1) redacted copy of each proposal must be submitted to the issuing agency. One (1) electronic copy (in PDF format) of the entire proposal must be submitted (on CD or DVD) with the hardbound proposals.

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 format requirements:

i. 8-1/2" x 11" page size (larger pages are allowed for figures or tables but must be folded into the overall proposal and used sparingly)

ii. Shall be limited to 100 pages in total, excluding the Small Business Contracting Plan.

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 including conducting a software demonstration (use a module to show technical approach). 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 VDOT 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.

2. Offeror Data Sheet, **Attachment A**, included as an attachment to the RFP, and other specific items or data requested in **Attachment E** of the RFP.

3. A written narrative statement to include:
 - a. Specific plans for providing the proposed software services including:
 - o List proposed operating parameters, illustrations, etc.
 - o What, when and how the service will be performed.
 - o Time frame for completion
 - b. Key Personnel Names, qualifications and experience of personnel to be assigned to the project.
Resumes of staff to be assigned to the project.
 - c. Firms Experience in providing the software services described herein. References.
4. Proposed Price. Indicate in the pricing schedule, Section XII of the RFP.
5. Small Business Subcontracting Plan:
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.
6. Proprietary/Confidential Information Summary Form, **Attachment C**
7. Offeror and Subcontractor Utilization Form, **Attachment D**

VI. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA

Proposals shall be evaluated by the Virginia Department of Transportation using the following criteria:

1. **Technical Solution / Implementation Approach to Meeting Requirements of RFP:** (points)
 - a. Offeror's ability to meet the business and technical requirements as specified in **Attachment E**
 - b. Ability to demonstrate an understanding of VDOT's current methodologies and ability to persuasively illustrate an approach that shall conclusively satisfy the VDOT project requirements.
 - c. Ability to provide a solution that effectively automates the CVSS, the capability of the software to enhance productivity and end-user reporting capabilities.
 - d. Flexibility of the product to meet future functionality requirements.
 - e. Ease of system upgrades as well as initial implementation.
 - f. Method of determining licenses fees and changes based upon needs.
2. **Experience of Key Personnel** (points)
/references; Experience of the Offeror's Project Manager, Quality of management and and staff that shall be assigned to this project.
3. **Firm's Experience / Qualifications:** (points)
Offeror's experience with comparable software implementation projects and services in an environment that is comparable to VDOT's; References
4. **Cost (itemized as well as aggregated)** (points)
5. **Participation of small DMBE-Certified Firms** (20 points)
- TOTAL:** 100

Scoring method for Small Business Subcontracting Plan:

A DMBE-certified small business that serves as a prime vendor shall indicate such in Section A and receive 100% or 20 points for small business utilization. Other businesses will receive credit based on their Small Business Subcontracting Plan. The maximum amount of work that can be subcontracted under the resulting contract is 70% of the total contract.

Each Offeror's total proposed cost will be evaluated using the following formula:

$$\frac{\text{Lowest price offered)/}}{\text{(Price of offer being evaluated)}} \times \text{(Cost points available)} = \text{Cost points assigned to Offerer being evaluated}$$

POINTS will be posted not later than the date/time set for receipt of proposals.

B. AWARD

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

C. 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.

D. 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.

VII. REPORTING AND DELIVERY INSTRUCTIONS:

To ensure timeliness in the implementation of the project, the proposal will include a timeframe for key milestones of progress in the project. Offerors should submit a development and installation plan detailing how they will complete all necessary tasks in the allotted time period. The plan should include suggested milestones for progress and associated timeframes for these.

A. The Following Table Represents and Summarizes the Initial Contract Deliverables:

Deliverable Number	Deliverable Description	Date Will Provide	Comments
Deliverable 1	System Architecture, Documentation and User Manuals		
Deliverable 2	Software Implementation Schedule and Plan		
Deliverable 2	Training Plan, Documentation		Provide separate estimated cost. Provide description of free training included in the contract.
Deliverable 3	Warranties and Licenses		Provide separate estimated cost for additional warranty periods. Provide description of free warranties included in the contract
Deliverable 4	Software System Implementation		VITA will provide servers and hardware for the testing environment
Deliverable 5	User Acceptance Test and System Stress Testing with successful results		If UAT and stress testing is not successful, compensation will be paid to the vendor up to that point, and the agreement to purchase the software will be terminated.
Deliverable 6	IT Help		Provide separate estimated cost. Provide description of free IT Help included in the contract.

There will be no additional payment for any written deliverables included in the accepted bid. Unacceptable or late deliverables will result in delayed or non-payment of any outstanding pay items.

B. Schedule

The Contractor shall develop a detailed project schedule using the Critical Path Method (CPM). The schedule shall include delivery dates for all deliverables as well as scheduled meetings and reviews. The schedule shall include anticipated involvement of agency personnel or representatives where agency input impacts the schedule. The Contractor shall propose intermediate milestones with clear descriptions of what is to be accomplished with each milestone.

This schedule shall be developed in draft form within five (5) days of the Notice of Award. Any changes will be made with mutual agreement. It shall be delivered in final form within ten (10) days of the Notice of Award, for approval by the IT Project Manager.

C. Meetings and Reviews

1. After contract award, Contractor shall schedule an Implementation Kickoff Meeting with VDOT. The meeting shall serve a dual purpose: to gather information on VDOT standards and procedures and to acquaint Contractor personnel with VDOT personnel in an effort to properly set the stage for a close working relationship.
2. After Contractor has compiled this information, a meeting with VDOT shall be held to discuss the Contractor's recommendations for refinements to the project plan.
3. Bi-weekly status meetings shall be held with the VDOT Project Team during project implementation at site and dates specified by VDOT. The Contractor shall be responsible for their own lodging, travel, and miscellaneous expenses associated with these meetings.

4. The Contractor shall coordinate and lead project reviews and meetings and keep VDOT informed by providing written status reports at the meeting. Each report shall include, at a minimum, the following:
 - a. Status of major activities and tasks relating to Contractor's work plan, including specific tasks that have been and shall be completed.
 - b. Target dates for completion of remaining tasks
 - c. Any potential delays in reaching target dates, the basis for such a conclusion, and a viable plan to get back on schedule.
 - d. Any revisions to the overall work schedule.
 - e. Minutes/notes of all formal and informal meetings in chronological order.

D. Progress Reports

The Contractor shall prepare and submit to VDOT, on a monthly basis, a Progress Report in (MS Project 2003) or another format approved by VDOT. The progress reports shall indicate percent completion of each agreed-upon deliverable. They shall summarize all work efforts in the reporting period, and planned work in the next reporting period. They shall also discuss any anticipated difficulties and a viable proposed resolution.

E. Task Orders

It may be necessary to add or modify the project requirements as further needs are identified and defined using fixed price or requirements based Task Orders.

F. SWAM Reporting and Delivery Requirements

The Contractor shall provide to VDOT, in a form as required by VDOT, documentation that the Contractor has utilized SWAM in accordance with the Contractor's SWAM utilization plan, **Attachment D**. Said documentation shall be provided quarterly or as required by VDOT.

VIII. PRE-PROPOSAL CONFERENCE:

An OPTIONAL PRE-PROPOSAL CONFERENCE will be held at 10:00 AM on March 31, 2009 at the Central VDOT Sign Shop (CVSS); 2430 Pine Forest Rd.; Colonial Heights, VA 23834. 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.

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

Prior to admittance to the conference/site-visit, a photo-ID will have to be checked (example: a valid driver's License or a valid passport) and an Agreement for Release of Critical Infrastructure Information Sensitive Security Information form will have to be completed, signed and submitted. Any further distribution, by recipients, of sensitive material received at this time is prohibited without proper non-disclosure forms being signed.

All questions related to this procurement shall be submitted by e-mail to Frederick Haasch at e-mail: frederick.haasch@vdot.virginia.gov **All questions must be received on or before March 25, 2009 EDT.**

No questions will be entertained after the pre-proposal conference.

IX. GENERAL TERMS & 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 proposal, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their 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 RFPs:**

Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request For Proposal may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal 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 Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

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

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

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors 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 Offeror 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 proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the

product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. 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 proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance 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:** An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or

because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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 offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. 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.

X. **SPECIAL TERMS and CONDITIONS:**

(1., 2., and 3., VITA CORE CONTRACTUAL TERMS AS IN EFFECT JULY 1, 2008 THROUGH JUNE 30, 2009).

1. **MODIFICATIONS**

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee. In no event may the amount of the contract be increased without adequate consideration.

2. SECTION 508 COMPLIANCE

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

3. NON-VISUAL ACCESS

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

- 4. 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 VDOT CVSS 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.
- 5. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by VDOT, whichever is sooner. VDOT, 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. ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Bidder/ to submit information missing from its bid/offer, to clarify its bid/offer, and to submit additional information which VDOT deems desirable, and

does not affect quality, quantity, price or delivery.

7. **CANCELLATION OF CONTRACT:** VDOT 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 mos., either party, without penalty, may terminate the resulting contract after the initial 12 mos. 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 any outstanding orders issued prior to the effective date of cancellation.
8. **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.
9. **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: Frederick Haasch

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.

10. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
11. **PERFORMANCE:**
All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this contract; Services and any associated Deliverables shall be fit for the particular purposes specified by VDOT in the RFP and in this contract, and Contractor is possessed of superior knowledge with respect to the Services and Deliverables and is aware that VDOT is relying on Contractor's skill and judgment in providing the Services and Deliverables. The documentation which Contractor is required to provide under this contract shall be sufficient in detail and content to allow a user/programmer to understand and fully utilize the Deliverables without reference to any other materials or information.
12. **CERTIFICATION TESTING / ACCEPTANCE – SYSTEMS:**
The system specified in the contract shall be considered ready for testing upon receipt of documentation from the Contractor specifying that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities specified.
Service(s) shall be deemed accepted when VDOT determines that such Service(s) meets the requirements set forth

in the RFP. If applicable, Contractor shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided. Should a previously accepted Deliverable require further modification in order to work properly with any other Deliverable, Contractor shall be responsible for all costs associated with such modification.

VDOT shall commence Acceptance testing within five (5) working days, or within such other period as set forth in the RFP, after receipt of the Service. Acceptance testing will be sixty (60) days of uninterrupted performance, or such longer period as may be agreed in writing between Agency and Supplier, for each Deliverable or for the first instance of each Service type set forth in the Pricing Schedule. Contractor agrees to provide to VDOT such assistance and advice as VDOT may reasonably require, at no additional cost, during such Acceptance testing. Upon request, VDOT shall provide to Supplier written notice of Acceptance following completion of installation and successful Acceptance testing. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements or the nonexistence of potential latent defects.

13. CONFIDENTIALITY (COMMONWEALTH):

The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 2.2-4342 D of the Code of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

14. CONFIDENTIALITY (CONTRACTOR):

The Contractor assures that information and data obtained as to personal facts and circumstances related to clients shall be collected and held confidential during and following the term of this agreement and shall not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project shall be required to sign the confidentiality statement in this solicitation.

15. CLAIMS:

The Contractor shall be responsible for resolution of all claims resulting from work performed under this contract. Claims made to VDOT under this contract shall be referred to the Contractor for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

16. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that they have clear title to all materials and supplies for which they invoice for payment.

17. INTELLECTUAL PROPERTY RIGHTS:

The Virginia Department of Transportation and the US Department of Transportation shall have exclusive rights to all data and intellectual property generated in the course of the project. Furthermore, VDOT and the US Department of Transportation shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally including the Freedom of Information Act, State statutes, and agency rules on release of public records and data confidentiality.

"Intellectual Property" includes all inventions subject to the U.S. Patent System. Intellectual property means copyrights, patents (both U.S. and patents used by other countries), trade secrets, trademarks, and any right of publicity and any right of privacy.

All copyright material created pursuant to this contract shall be considered work made for hire and all software materials whether developed solely or jointly by Contractor, its subcontractors or third parties acting under the Contractor's direction or control shall be considered "works made for hire" for the Commonwealth.

Commonwealth of Virginia shall have all rights, title, and interest, including ownership of copyright, in and to the revised software materials and all copies made from them. To the extent any software materials are not deemed "works made for hire" by operation of law, Contractor hereby irrevocably assigns, transfers and conveys to the client without further consideration all of its right, title and interest in such Contractor software materials, including all rights of patent, copyright, trade secret or proprietary rights in such materials. Further, Contractor will cause its subcontractors or third parties acting under Contractor's direction or control to irrevocably assign, transfer and convey to Commonwealth of Virginia without further consideration all of their right, title and interest in such software materials, including all rights of patent, copyright, trade secret or other proprietary rights in such materials. Contractor acknowledges that Commonwealth of Virginia and the assigns of Commonwealth of Virginia shall have the right to obtain and hold in their own name any intellectual property rights in and to such work product. Contractor agrees to execute any documents or take any other actions as may be reasonably necessary, or as Commonwealth of Virginia may reasonably request to perfect Commonwealth of Virginia's ownership of such software materials. Modification to and enhancement of derivative works of software shall be treated as Commonwealth of Virginia software materials to the extent permitted in the applicable Third Party Software License. Nothing in this section shall be construed as transferring to Commonwealth of Virginia any right, title or interest in or to the original Contractor software. Literary works or other works of authorship generated under this contract such as materials, training materials, or other documentation containing Contractor's technical or operational procedures including quality plans or change control procedures shall be treated in the same manner as Commonwealth of Virginia's software materials are treated regardless of the media in which they are contained.

Neither VDOT nor the Contractor stipulates that any copyright material created pursuant to the contract- together with any other copyright material with which it may be combined or used- be a "joint work" under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire or is deemed a joint work, then Contractor agrees to assign and does hereby irrevocably assign its copyright interest therein to VDOT. VDOT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Contractor warrants that no individual- other than regular employees and subcontractors of the Contractor or VDOT regular employees working within the scope of their employment- shall participate in the creation of any intellectual property pursuant to the contract, unless such individual and his or her employer, if any, agrees in writing to assign the intellectual property rights, as described herein, for work performed under this contract to VDOT either directly or through the Contractor.

VDOT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to this contract. The Contractor shall not patent any invention conceived in the course of performing this contract.

The Contractor hereby agrees that- notwithstanding anything else in this contract- in the event of any breach of this contract by VDOT, the remedies of the Contractor shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by VDOT shall have the effect of rescinding the provisions of this section.

VDOT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Contractor for which VDOT has fully paid the Contractor as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Contractor shall remain the property of the Contractor. The Contractor grants to VDOT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to VDOT pursuant to this section.

Notwithstanding anything herein to the contrary, VDOT acknowledges that as part of the Contractor's provision of services hereunder, the Contractor may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. VDOT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Contractor and VDOT agrees that these products shall remain the sole property of the third party.

18. LATEST SOFTWARE VERSION:

Any software product(s) provided under the contract shall be the latest version available to the public as of contract award.

19. PRODUCT SUBSTITUTIONS:

During the term of any contract resulting from this procurement, the Contractor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the VDOT Representative.

20. THIRD PARTY ACQUISITION OF SOFTWARE:

The Contractor shall notify the procuring agency in writing should a third party acquire its property, associated business, or all of its assets. The Contractor further agrees that the contract's terms and conditions- including all license rights and related services- shall not be affected by the acquisition. Prior to completion of the acquisition the Contractor shall obtain, for the Commonwealth's benefit, and deliver thereto the assignee's agreement to fully honor the terms of the contract.

21. WORK PRODUCT:

VDOT and Contractor each acknowledge that performance of this contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this contract. Contractor agrees that it shall promptly and fully disclose to the Commonwealth any and all Work Product generated, conceived, reduced to practice or learned by Contractor or any of its employees, either solely or jointly with others, during the term or performance of this contract, which in any way relates to the business of the Commonwealth or VDOT. Contractor further agrees that neither Contractor nor any of Contractor's employees, nor any party claiming through Contractor or Contractor's employees, shall, other than in the performance of this contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all Work Product source code, object code, executables, and documentation. Contractor shall at no time deny access to the Work Product, regardless of form, by the Commonwealth.

22. OWNERSHIP:

Supplier agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and shall remain the sole and exclusive property of the Commonwealth of Virginia and its assigns. Except as specifically set forth in writing and signed by both Agency and Supplier, Supplier agrees that the Commonwealth shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth in every reasonable way to obtain and, from time to time, enforce patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection with respect to such Work Product, as the Commonwealth may reasonably request, together with any assignments thereof to the Commonwealth or entities designated by the Commonwealth.

23. PRE-EXISTING WORK:

If and to the extent that any pre-existing rights are embodied or reflected in the Service Deliverables, Contractor hereby grants to the Commonwealth an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, modify, transmit, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof, and (ii) authorize others to do any or all of the foregoing. It is expressly understood that "perpetual" license rights shall commence upon delivery of the

Service Deliverables and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.

24. WARRANTY AGAINST SHUTDOWN:

The Contractor warrants that the software provided under the contract does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent VDOT's use lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

Contractor has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in the software at the time of delivery to VDOT. Notwithstanding any rights granted under this contract or at law, Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Contractor agrees VDOT may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

25. REPLACEMENT SOFTWARE:

All Contractor-provided replacement software is to be included in the contract at no additional cost to VDOT.

26. WARRANTY (COMMERCIAL):

The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties, such as those that the Contractor provides to any customer for identical goods or services. The Contractor also agrees that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the Offeror's proposal.

27. SOURCE CODE:

In the event the Contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use a copy of the source code and associated documentation for the software products covered by the contract. Until a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such Contractor-owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

28. OPEN SOURCE:

Supplier will notify VDOT if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this contract.

29. TERM OF SOFTWARE LICENSE:

a. The Contractor grants to the Commonwealth a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to VDOT and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts including Documentation, shall transfer to the Commonwealth. However, the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license.

b. The Commonwealth shall have the right to use, copy, modify, transmit and distribute the Software for its benefit, for government use and purposes, and for the benefit of its Agents, including internal and third-party information processing.

- c. The Commonwealth and VDOT may allow access to the Software by third party vendors who are under contract with VDOT to provide services to or on behalf of Agency, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of Agency or its Agents.
- d. The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- e. In the event that all of VDOT's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to VDOT, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- f. Agency may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. VDOT agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.
- g. Except as expressly authorized, VDOT shall not distribute the Software to any third party without Supplier's prior written consent.
- h. Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

30. TITLE TO SOFTWARE:

By submitting a proposal, the Offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract shall violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

31. WARRANTY OF SOFTWARE:

The Contractor warrants the operation of all software products for a period of twenty-four (24) months from the date of acceptance. During the warranty period, the Contractor shall provide toll-free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation.

32. SOFTWARE EVOLUTION:

Should Contractor or Software Publisher merge or splinter the Software previously provided to VDOT, such action on the part of Contractor or Software Publisher shall not in any way result in VDOT being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Contractor or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Contractor or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this contract, and Software Publisher and/or Contractor ceases to provide maintenance for the older Software product, then Contractor shall offer the Commonwealth the option to exchange licenses for such replacement Software product or function at no additional charge.

33. ESCROW AGREEMENT:

Contractor shall maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement. VDOT acknowledges that, prior to the Effective Date of this Contract, Contractor delivered to VDOT and VDOT received a copy of the

executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VDOT has reviewed Escrow Agreement to ensure that such Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Contractor agrees to notify VDOT in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Contractor warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in the Escrow Agreement and include the most current version used by VDOT of:

the source code for the Software,

all Documentation related thereto as well as all necessary and available information, proprietary information in English, and

technical Documentation in English which shall enable VDOT or its Agent to create, maintain and/or enhance the Software without the aid of Contractor or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Contractor tools required to enable Agency to continue to use the Software.

Contractor warrants that the Escrow Agreement provides for, among other items, the release of the list of items of the Escrow Agreement upon the happening of certain events, including, but not limited to, Contractor's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Contractor's default under this Contract, Contractor's bankruptcy, Contractor's failure to continue to do business in the ordinary course. Contractor agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, which is an agreement supplementary hereto, Contractor hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed hereunder, along with all related documentation.

34. SERVICE PERIOD ROUTINE:

The Contractor shall be responsible for all travel costs, labor, parts, and incidentals associated with maintenance service visits.

35. TERM OF CONTRACT:

The initial contract term shall be for a period of three (3) years with the effective date of the contract to be determined at time of award. Prices shall remain fixed during this period.

36. MAINTENANCE SERVICES/RENEWAL OF CONTRACT:

This contract may be renewed by VDOT for two (2) successive additional one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. The Contractor shall convey, in writing, its offer to renew the contract and any increase/decrease prices to the VDOT Administrative Services Office no later than ninety (90) days prior to the expiration date of each contract period. Detailed requests for price increases shall be substantiated in writing. VDOT shall retain sole discretion in its decision to renew the contract or allow price increases/decreases.

1. If VDOT elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for this additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by 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.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the

contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/ decreased by 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.

37. TRANSITION OF SERVICES:

Prior to or upon expiration or termination of this contract and at the request of VDOT, Contractor shall provide all assistance as VDOT may reasonably require to transition services to any other Contractor with whom VDOT contracts for provision of Software-related services. This obligation may extend beyond expiration or termination of the contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Contractor or a termination due to Contractor's status as a party excluded from Federal Procurement and Nonprocurement Programs, Contractor shall provide such assistance at no charge or fee to VDOT; otherwise, Contractor shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Contractor and VDOT .

38. TERMINATION FOR CONVENIENCE:

VDOT may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). In addition, Agency may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Contractor becomes a party excluded from Federal Procurement and Nonprocurement Programs. Agency shall provide written notice to Contractor of such termination, and Contractor shall provide prompt written notice to VDOT if federal debarment proceedings are instituted against Contractor. Contractor shall submit any contractual dispute or order dispute to VDOT for resolution according to the terms of the Dispute Resolution Section of this Contract. Upon termination, the Commonwealth shall have no future liability except for Software accepted or Services rendered by Contractor prior to the termination date. Termination of this Contract or any order shall not affect any perpetual license granted pursuant to this Contract, provided all fees for such license have been paid.

39. TERMINATION FOR BREACH OR DEFAULT:

VDOT shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Contractor ("Termination for Breach" or "Termination for Default"). Contractor shall be deemed in breach and/or default in the event that Contractor fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VDOT deems the Contractor to be in breach and/or default, VDOT shall issue a "Show Cause Notice" identifying the failure/nonperformance and providing Contractor fifteen (15) days to cure the failure/nonperformance. If Contractor fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VDOT may immediately terminate this Contract or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Contractor is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, VDOT may immediately terminate this Contract, in whole or in part, for breach. VDOT shall provide written notice to Contractor of such termination, and Contractor shall provide prompt written notice to VDOT if Contractor is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth nor VDOT shall have any future liability except for Services rendered by Contractor and accepted by VDOT or Software delivered by Contractor and accepted by VDOT prior to the termination date. Contractor shall accept return of any Software that was not accepted by VDOT, and Contractor shall refund any monies paid by VDOT for such Product. All costs of de-installation and return of Software shall be borne by Contractor.

The failure of VDOT to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default of any provisions of such agreements.

Contractor shall submit any contractual dispute or order dispute to VDOT for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

40. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VDOT may terminate this Contract, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

41. MANNER OF CONDUCTING WORK AT JOB SITE:

- a. All work shall be performed according to the industry standards and to the complete satisfaction of VDOT.
- b. The Contractor shall be responsible for the conduct of all Contractor's or subcontractor's personnel while at the job site. All personnel involved with VDOT contract related work shall obey all laws and VDOT rules and regulations.
- c. VDOT reserves the right to require the immediate removal from its premises of any Contractor or subcontractor personnel who VDOT believes has failed to comply or whose conduct or behavior is unacceptable or results in a security or safety breach.
- d. 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.
- e. Sexual Harassment of any employee, VDOT or Contractor will not be tolerated and is to be reported immediately to the VDOT Representative.

42. SECURITY COMPLIANCE:

Contractor agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/docs/psg.cfm>) or a successor URL(s), as are pertinent to Contractor's operation. Contractor further agrees to comply with all provisions of VDOT's then-current security procedures as are pertinent to Contractor's operation and which have been supplied to Contractor by VDOT. Contractor shall also comply with all applicable federal, state and local laws and regulations. For any individual VDOT location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all VDOT information with which such employees and agents come into contact while at VDOT site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or an employee or agent of Contractor shall constitute a breach of this contract.

Contractor shall indemnify, defend, and hold the Commonwealth, VDOT, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VDOT, their officers, directors, agents or employees, on account of the failure of Contractor to perform obligations pursuant to this Section.

43. SPECIAL DISCOUNTS:

- a. During the contract period, if the Contractor 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 Contractor's customers generally.

44. END USER LICENSING AGREEMENT (EULA) TERMS AND CONDITIONS:

Any resulting agreement shall be defined by a written contract, which shall be binding only when fully executed by both parties. VDOT intends for the terms and conditions of this contract to govern the delivery and support of the Pavement Management System project.

VDOT will not entertain any Offeror-provided standard agreements. However, VDOT acknowledges that there may be situations wherein an Offeror's proposed products/solution contains software subject to terms of a software publisher's end user licensing agreement (EULA). Under such circumstances, Offeror is advised that VDOT, as a government entity, cannot by law or by policy, accept certain terms and conditions frequently found in commercial EULAs and that if the software publisher is unwilling to modify its EULA to be consistent with Commonwealth law and policy, Agency may not make an award to Offeror for provision of such software and, if such software is a necessary component of Offeror's products/solution, for provision of the products/solution.

Therefore, if Offeror proposes products/solution that will require the Commonwealth to execute a EULA, either as a signed agreement or as "clickwrap", with a software publisher, Offeror shall, prior to the date of contract award, if any, for each such software publisher, obtain the written consent of such software publisher to the terms and conditions of the "Agency EULA Addendum," or to such other terms and conditions which are acceptable to VDOT. The "Agency EULA Addendum" has been made available [on the eVA web site: \(http://www.eva.virginia.gov\)](http://www.eva.virginia.gov) as a separate MS Word document. Offeror shall provide a copy of any such consent obtained with its proposal. VDOT may not make an award to an Offeror who fails to obtain consent of software publishers to the terms and conditions of the "Agency EULA Addendum" or such other terms and conditions which are acceptable to VDOT. VDOT reserves the right to suspend negotiations with an Offeror who does not submit such written consent in a timely manner. *This requirement applies to all software to be provided by an Offeror.*

The final terms and conditions of the contract shall be agreed upon during negotiations; however, VDOT's business requirements are embodied in its standard agreement and Offeror is to give them the same careful review and consideration as the other requirements set forth in this solicitation.

Offeror is to provide any comments regarding any exceptions to the contract document in the form of margin notes or redlines with suggested language where required. Offeror is encouraged to utilize the VDOT point of contact to address any questions it may have regarding any part of the VDOT contract or EULA addendum.

45. DAMAGES:

It is the Contractor's responsibility to repair any property damage, including damage to existing utilities, equipment, or finished surfaces, caused in the performance of this contract. Repairs will be made to VDOT's satisfaction.

46. 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.

47. LABELING OF HAZARDOUS SUBSTANCES:

If the items or products requested by this solicitation are "Hazardous Substances" as defined by 3.1-250 of the Code of Virginia (1950), as amended, or 1261 of Title 15 of the United States Code, then the , by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the does not violate any of prohibitions of 3.1-252 of the Code of Virginia or Title 15 U.S.C. 1263.

48. PROPOSAL ACCEPTANCE PERIOD:

The proposal shall be binding 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.

49. PRIME CONTRACTOR RESPONSIBILITIES / SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of VDOT Contract Officer. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDOT with 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. No subcontractor will be allowed to start work until the VDOT Contracting Officer has received a copy of their Certificate of Insurance with the appropriate liabilities and coverage's.

The Contractor 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 prime Contractor. The Contractor 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.

In the event that the Contractor desires to establish assignees or contractors during the contract period, and VDOT does not concur, VDOT may, at its sole discretion, determine the Contractor in default and terminate the contract without penalty to VDOT.

50. QUALIFIED REPAIR PERSONNEL:

All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

51. WORK DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

52. SPECIAL SECURITY REQUIREMENTS:

1. The Contractor shall be required to comply with VDOT's *CII/SSI Guide for Vendors and Contractors*. The guide can be located at; <http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp>
2. A Criminal History Record Check (CHRC), through the Virginia Capitol Police, shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at, or in support of the VDOT Central Office.
3. A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS), shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).
4. All costs for the CHRC will be the responsibility of the Contractor.
5. All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information.
6. CHRC records search timelines vary depending on records found on file (if any). In the event non-favorable records exist, VDOT reserves the right to approve and deny issuance of any Security Clearance. Upon denial, there are no available appeals.
7. Upon CHRC clearance and approval, Contractor and subcontractor (if any) personnel shall be required to obtain a VDOT issued access identification badge prior to working on VDOT's premises, unless a written waiver is approved by the PSS.
8. Contractor and sub contractor personnel shall wear VDOT-issued access identification badge at or above waist level on the outermost garment at all times while on VDOT's premises.
9. For safety concerns regarding the badge display requirement, the VDOT Personnel Security Section, Contact Administrator, Project Manager or designee may waive the above requirement. The Contractor's employees shall possess the VDOT access identification badge at all times to be available for display.
10. The Contractor shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT's premises and upon contract expiration. The Contractor shall notify Contract Administrator within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Contract Administrator that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor's Manual Section 7.20.
11. The Contractor shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later than the next regular business day of finding.

53. 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.

54. GENERAL PROVISIONS

a. Relationship between VDOT and Contractor:

Contractor has no authority to contract for VDOT or in any way to bind, to commit VDOT to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VDOT. Under no circumstances shall Contractor, or any of its employees, hold itself out as or be considered an agent or an employee of VDOT, and VDOT shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Contractor or its employees. Contractor represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VDOT is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Contractor. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this contract shall be paid or withheld by Contractor or, if assessed against and paid by VDOT, shall be reimbursed by Contractor upon demand by VDOT.

b. Incorporated Contractual Provisions:

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by Agency, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/procurement/documents/MandatoryContractTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in documents posted to the afore referenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VDOT policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Contractor is advised to check the URLs periodically.

Terms and Conditions included in this RFP will be part of any resulting contract. Offerors must indicate they have read and accept these terms and conditions or include discussion on ones taken exception to.

c. Compliance with the Federal Lobbying Act

Contractor shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 USC

1352(a)(1) in any matter.

d. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

e. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures. Contractor may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

f. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. Agency and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

g. Survival

The provisions of this Contract regarding Software License, Warranty, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

h. Force Majeure:

No Party shall be responsible for failure to meet its obligations under this contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VDOT, by written notice given during the postponement or extension, may terminate Contractor's right to render further performance after the effective date of termination without liability for that termination, and in addition VDOT may terminate any order affected by such postponement or delay.

i. Right to Audit

VDOT reserves the right to audit those Contractor records that relate to the Software purchased and Services rendered or the amounts due Contractor for such services under this contract. VDOT's right to Audit shall be limited as follows:

Three (3) years from Software delivery or Service performance date;
Performed at Contractor's premises, during normal business hours, at mutually agreed upon times; and
Excludes access to Contractor cost information.

In no event shall Contractor have the right to audit, or require to have audited, VDOT.

XI. METHOD OF PAYMENT

1. Invoices for goods/services ordered, delivered, and accepted shall be submitted by the Contractor monthly directly to the Invoice Point shown on the purchase order. All invoices shall show VDOT contact's name, Federal Employer Identification (FIN) or, for individual contractors, Social Security Number; Contract Number, Purchase Order Number, Itemized Description of Supplies/Services provided; Billing Period; and Total Amount Due.
2. Payments will be made within thirty (30) days after receipt of a properly presented invoice and acceptance of completed work. The Contractor shall submit invoices by the 10th of the month following the month a deliverable was approved by VDOT to:

CVSS
2430 Pine Forest Rd.
Colonial Heights, VA 23834

XII. PRICING SCHEDULE

A cost summary schedule is required in the following format. Please use the Pricing Schedule below:

1. Unit price and total cost for each deliverable
2. Total price of all listed deliverables based on the estimated quantities and provided in the Extended Cost column for evaluation purposes.
3. The Offeror shall propose a payment schedule for the thirty-six (36) month contract period. This payment schedule shall be consistent with the Pricing Schedule, but may break the deliverables listed on the Pricing Schedule down into component parts to enable regular payment throughout the contract period. The final payment schedule will be determined as part of contract negotiations.

PRICE SCHEDULE

Task/Deliverable	RFP Reference	UOM	Unit Cost	Estimated Number	Extended Cost
SOFTWARE LICENSING AND MAINTENANCE					
System Software (enterprise license) and Documentation	IV.B	Lump Sum		1	
Maintenance and Support Agreement – for 1 year period following the 24 month warrantee period.	IV.B	Year		1	
SOFTWARE CONFIGURATION, INSTALLATION AND IMPLEMENTATION SUPPORT					
System Installation, Configuration and Testing (including reports, screens, and utilities) –Release I	IV.C	Lump Sum		1	
Data Conversion and Loading	IV.D	Lump Sum		1	
Development and Testing of Interfaces	IV.E	Lump Sum		1	
Support (during contract period)	IV.F	Lump Sum		1	
User and Technical Training	IV.H	Day		Proposed: _____	
Total Cost for Evaluation Purposes					

XIII. ATTACHMENTS:

ATTACHMENT A 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 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 Frederick Haasch at Frederick.haasch@vdot.virginia.gov for assistance.

SPECIAL NOTICE TO OFFEROR

*This solicitation contains a small business participation plan, Attachment B, as explained in **Section 53** 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

Small Business Subcontracting Plan

Definitions

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

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

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

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

Section A

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

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Small Business Subcontracting Plan

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.dmb.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

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

REQUEST FOR PROPOSAL

ATTACHMENT D

**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 12-2-08

**ATTACHMENT E
SOFTWARE REQUIREMENTS**

REQUEST FOR PROPOSAL

Business Category	A: Ordering Business Requirement	Provides Yes/No
Order Forms		
<i>Forms Customization</i>		
	Standard forms should include order forms, quote forms, packing slips, invoices, POs, monthly customer shipping and billing statements	
<i>Stored on Web Site</i>		
	Download compatible with standard file formats (Word / Excel)	
	Print from Web Site	
<i>Order Form Fields</i>		
	Order form can include fields specified by CVSS	
	should specify number of fields available	
	Examples of fields: customer name, charge code, stock location ID, date ordered, date required by customer	
	Examples of fields: Field with Authorized signature for order, incomplete order (blank authorization field) will be rejected	
	Examples of fields: sign type, sign stock description, sign stock ID number, sign width, sign length, unit of measurement, sign quantity, total order quantity, unit cost, total stock item cost, total order cost	
	Examples of fields: Rush or Emergency delivery, special handling requested	
Web Site links		
	Sign Databases: FHWA, VA, CVSS Custom Signs	
	CVSS Price Lists	
	CVSS Shipping Schedules	
Customer Prices and Quotes		
	Price list displayed on Web Site or link to current price list page	
	Quote generator for customer based on unit prices and quantity	
Order Tracking and Confirmation		
	Order number generated for customer	
	Customer order number for purchase confirmation	
	Automatic email generated for customer to acknowledge order receipt	
Customer Help		
	Telephone numbers for help from CVSS staff on Web Site	
Web Site News / Updates / Alerts		
	New price, shipping, product information in news or automatic email alert	
Business Category	B: Production Scheduling Business Requirement	Provides Yes/No
Production Calendar		
	Production calendar feature for available production days acknowledging:	
	Holidays	
	Days allocated to machine down time for servicing	

REQUEST FOR PROPOSAL

	Shop closed for safety training (fork lift licensing)	
	Production closed for scheduled inventory counts / audits	
Job Scheduling		
	Software estimates job days to completion	
	Manual or automated capability to set amount of time needed to complete job	
	Delivery date estimator establishes order priorities and schedules production	
	Backward schedules of jobs from required date (Customer orders) Forward scheduling of production for restock	
	Forward schedules of jobs from start date (production to stock, covered blanks, semi-finished goods) Forward or backwards scheduling	
	Overlap scheduling of subassemblies (Utilizing down or wait time between sub - processes)	
	Machine scheduling	
	Job Scheduling adjusts existing jobs with changes to required dates	
	Master job schedule report	
	Machine schedule report	
	Daily work schedule, resource leveling, capacity planning	
Parameters Set by Constraints		
	Type of sign sheeting required for certain order types	
	23 day completion constraint	
	Customer needs by certain date constraint	
	Labor skill set constraint	
	Overtime allowances	
	Subcontractor costs	
	Subcontractor delivery date capability	
Order Process Flow		
	Work orders batched by similar job types	
	Work orders with back-orders are tracked for the customer, so that when part of an order is shipped and the remaining part is in production, customer is notified on the paperwork, production is notified that the back-ordered work is part of the larger order, the date due to the customer is tracked.	
	Production scheduling avoids overlap in sequence of jobs scheduled (e.g. avoid double or over booking of labor, machinery resources)	
	Workers scheduled by skill set (where applicable)	
	Bar code for each employee, to swipe beginning and end of job	
	Labor hours per job based on estimates	
	Job tracking based on completion by sequence: metal preparation; covered blank; sign design and layout time; plotter cutting letters; semi-finished sign; drying time; packing / on pallet; on truck / en route.	
Resource Scheduling		
	Stored Job Requirements for job types (e.g. stored templates for resource use (raw materials and labor) and cost	
	Stored job time requirements by sequence (e.g. metal prep, covered	

REQUEST FOR PROPOSAL

	blank, design and layout; semi-finished goods, drying time; packing)	
	Sequence broken down by stored sub-components (e.g. Set – up, Run, Break Down)	
	Stored cost template includes each component cost, can be adjusted if input costs change	
	Stored templates include labor type and time needed	
	Machinery type and time needed,	
	Raw materials required (estimate)	
	Scrap generated (estimate)	
	Machinery Scheduling	
	No job overlap	
	Batching of jobs onto machine to minimize set-up and break down time	
	Raw Materials Usage by template or by bar code (swiping bar code stock item and keying number of items used to fill order)	
	Estimated re-order time and minimum re-order quantity in software	
General Requirements		
	Manual interruption or adjustments to production schedule	

Business Category	C: Inventory Business Requirement	Provides Yes/No
Inventory User-Defined ID Fields (including but not limited to)		
	Location ID	
	Stock item number	
	Stock class / group number	
	Stock description	
	Raw Material by component unit (and stock item number)	
	e.g. roll of sheeting	
	e.g. aluminum blank by size	
	Width	
	Length	
	Unit Cost	
	Comment field	
	CVSS internal location represented by bin, area, warehouse, truck (bulk transfer of this information into new system from old system)	
	Bar code / serial code numbering system for stock type (e.g. 24 by 36 inch yellow covered blank)	
	ID number if scrap	
Inventory Level Changes		
	Automatically reduced when job orders pulled from stock	
	Automatically reduced when raw material or work in progress used up in job production; Stock reduction if goods are scrapped	
	Manual stock adjustments; Stock count changes if necessary from new physical inventory counts; item label change / stock ID number change	
	Automatically added through data dump when new raw materials	

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	imported (automated file import from excel / word / ascii)	
	Automatically added through data dump when subcontractor delivers finished goods or WIP stock (automated file import from excel / word / ascii)	
Reorder level		
	Purchasing flags when stock falls to reorder point	
	Requisition and purchase order forms with pre-fill option	
	Reorder flags / electronically generated re-order	
	Manual adjustments	
	Lead time for reorder arrival in system	
	Minimum order quantities in system if part of vendor contract	

Business Category	D: Product Costing and Pricing Business Requirement	Provides Yes/No
General		
	Worker table with pay rates imported from automated file format (excel / word / ascii)	
	Bar code identification for employees to begin and end jobs.	
	At least four decimal points in usage of quantities	
	Estimated vs. actual cost comparison in job inquiry and job cost reports	
Job Costing		
Job Type Cost Breakdown By Sequence	e.g. metal work; covered blank; semi-finished sign; graphics layout ; screening/ drying; finished sign; packing/ binding / pallet prep	
	Tasks provide additional breakdown within sequences for other procedures (set up, screening, breakdown; quality control inspection)	
Components		
Raw Materials	e.g. Aluminum Sheeting etc.	
Labor	Swipe bar code to capture employee in and out of job.	
Overhead	Benefits overhead (percentage)	
	Program / shop overhead (percentage)	
Special Treatment	Special handling has added cost	
Cost for Delivery		
	Normal – no additional cost	
	Rush – additional cost	
	Emergency – additional cost	
Delivery Type		
	Customer pick-up (no additional cost)	
	CVSS Delivery (pre-set cost)	
Stored Job Templates	May import these from existing system	
	Stored templates for stock items	
Subcontract Services and prices	Stored templates for stock items from subcontractor	
	Subcontract work schedule report -- when ordered from subcontractor, when delivery expected	
	Subcontract PO's are received and cost applied directly to the finished sign item	
	Subcontract purchases itemized on finished sign report	

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	Supplier and cost on subcontract sequences	
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Business Category	E: Shipping and Invoicing Business Requirement	Provides Yes/No
Shipping Document / Control	Shipping items generated from sales order line items (e.g. customer order should match packing slip)	
	Ability to store or change delivery address by customer	
	Packing slip generated, address labels, line items labels	
	Number of signs on a pallet, itemized order and costs on packing slip	
	Shipping charges separate entry	
	Automatic invoice generation from shipments	
	Third party invoicing	
	Daily / monthly / periodic shipping and invoicing reports	

Business Category	F: Reports and Queries Business Requirement	Provides Yes/No
Job Reports		
	Job status inquiry	
	Job history inquiry	
	Job retrieval by fields, customers,	
	Production history reports	
	Orders pending reports / orders late reports	
	Job cost planned vs. actual/ variances	
Quality Control Reports		
	Quality control reports (product returns, defects, errors)	
	Finished Signs Reports (signs returned for rework)	
Worker History Inquiry		
	Worker jobs / processes/ sequences/ hours report	
	Worker overtime report	
Customer Reports		
	Standard monthly customer billing and customer product shipment reports	
	Customer shipment history by defined date field (e.g. how much shipped to customer x between June and September?)	
	CVSS user-defined reports	
Production Reports		
	Job backlog report, jobs pending report, jobs late report, days late report	
	Quality control reports, returned merchandise reports, inspection reports, scrapped work or re-work tracked.	
Inventory Reports, Queries, Inquiries		
	Stock status inquiry by	
	Stock ID	
	Stock group / class	
	Stock location at CVSS	
	Where used inquiry	
	Inventory value report	
	Transaction history by stock IDs	

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	Transaction history by district, region, stock location	
	Transaction history by customer, org code	
	Queries available by any inventory field	
	Custom and standard inventory reports by CVSS staff	
	Audit reports by random selection of ID stock numbers	
Document Management		
	Report directory /viewer / list of reports available	
Report Queries and Customization		
	Ad hoc queries / reporting capability	
	Reports in transferrable data formats for import and export of information (Microsoft compatible to Word, Excel, Access, ascii format)	
	Formats compatible with excel, access, word, ascii, or microsoft office formats	
	Reports based on time parameters (e.g. activity between certain user-defined dates)	
	Data field list	

Business Category	G: Software and Hardware Business Requirement	Provides Yes/No
General		
	SQL Database Comparable functionality to SQL Server® or Oracle®	
	Installs / compatible with VITA supported standard hardware and software (Microsoft office product suite)	
	In the event that VITA cannot provide a production server to support this application in June 2009, then the vendor should provide quotes for month to month server hosting until VITA has a server available.	
	Specify support of 6 concurrent users and 2,000 read-only customers on the website.	
	Specify limit (if any) on data storage (Need to store / retrieve customer order and production data for 20 years, 100,000 finished units / year).	
	Log in verification for users	
	Automatically stores / backs up data	
	Back-up system available if the software is down	
	Transaction times should be minimal	
Utilities		
	CVSS staff can write queries to the database to retrieve reports and export to excel spreadsheets / Microsoft compatible report formats	
	Email option from software	
IT Equipment		
	The Contractor shall be responsible for determining the type and quantity of all IT equipment requirements that will run the software package. The Contractor, as part of the proposal, shall address all such requirements	
On-site Installation		
	The Contractor shall install all software to be accessible from VITA supported equipment and servers	
	The offeror should address their approach for the software	

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	implementation, set up, testing and any other related items necessary to make the software fully functional in conjunction with VDOT personnel.	
	Once VDOT has determined that the Contractor has the software fully operational and ready for implementation into the CVSS environment (and training has been completed), a user acceptance test period will begin.	
	The Contractor provides on-site installation assistance and user training.	
	The Contractor provides a web-based solution that is available to customers and must test the ordering function in a virtual UAT environment.	
	The Contractor will import data to start up the inventory, customer history, and templates from VDOT's existing system into a standard file format (Excel, ascii) in a one-time data transfer to the new system.	
User Acceptance Test Plan		
<i>Software Testing</i>		
	Verify performance and usability requirements are met	
	In the event that software testing results in failure, the contract is suspended	
	In the event that UAT testing is never resolved satisfactorily, payment will be adjusted and the contract will be terminated	
Training		
<i>Provide a separate cost estimate for the training course</i>	It will be the responsibility of the offeror to propose the level of training needed for each user group (Customers, CVSS employees, VDOT IT)	
	VDOT will provide training rooms at CVSS, or within the Richmond District complex.	
	The training will include all features of the system.	
	Training environment will closely mimic the production environment.	
	Provision of the system user's manual(s) and detailed instructions of how to operate and execute all functions of the system.	
	User's manual(s) shall contain detailed instructions on how to operate and execute all functions of the system.	
	Hands-on practice in the system and application operation	
	Evaluation of the training course after completion	
Training Plan		
<i>Training Materials</i>		
	Submittals shall include, but not be limited to, manufacturer's literature, operator and user's manuals, etc	
	A detailed index for reference.	
	All training components, such as materials in sufficient quantities for each trainee and training aids and training delivery vehicles.	
	Instructions shall be compiled, including step-by-step instructions for start up, operations and update of all applicable systems.	
System Upgrades, Warranties, Service, License Agreements		

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<i>Upgrades</i>	The offeror shall specify the annual fee for upgrades, continued service and licenses	
	Additionally, the offeror shall provide free upgrades to the software when approved, tested and published during the warranty period.	
Warranty Period	The entire installation shall be covered by manufacturer's warranties. The period of the warranties should not be less than two years from the date of successful conclusion of the final acceptance test.	
<i>Licenses and Documentation</i>	All licenses for software shall be transferred to the Department. The Department shall own all licenses to software. This includes all original media, documentation, warranties, and licenses for third party off-the-shelf software acquired in conjunction with this project. This shall include applications software, and developmental software used in developing custom applications and those software packages required for the deployment of finished end user software. This shall include an operations manual and a description of system architecture requirements.	
System Reliability, Redundancy, Security, Permissions, Authorizations		
<i>Failure recovery</i>		
	Planned system maintenance to occur after 5 pm weekday or during the weekend.	
	24/7 regular system availability with the exception of planned system maintenance and unplanned outages.	
	Any mission critical issues identified during normal business hours will be worked by the firm 24/7 until resolution. The definition of mission critical events is at the sole discretion of VDOT.	
	Data files received by for processing shall be kept archived in a secure location. These files will be owned by VDOT and will remain with VDOT at the end of the contract period.	
	The system administrator must be able to establish new users on the system, to remove users from the system, and to set security access rights for users that both restrict and allow access to system capabilities.	
	The system administrator must be able to restrict access to selected system functions based on user identification / permission level	
<i>Software Errors</i>		
	If a problem occurs that significantly impacts usage of the Software and remains unidentified or unresolved, the Vendor will dispatch a qualified representative to the system location within a specified time.	
	Vendor may execute on-line diagnostics from a remote Vendor location to assist in the identification and isolation of suspected Software errors or malfunctions.	